


Tomsallagh,  
Ferns,  
Enniscorthy,  
Co. Wexford

06<sup>th</sup> February 2009.

To whom it may concern.

Michael Murray, owner of lands at Co. Jalore, Ferns, Co Wexford do hereby give consent to Murray Waste Recycling Ltd, to apply for planning permission for an extension to the existing recycling building and associated site works.



Michael Murray

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# LEASE

(1) Landlord: Michael Murray of Coolatore, Ferns, Co. Wexford.  
(2) Tenant: Murray Waste Recycling Ltd.

Premises: Coolatore, Ferns, Co. Wexford

Term: 12 years from 4<sup>th</sup> day of October, 2004

Rent Reviews: every 5 years

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# CONTENTS

## Parties

1. Definitions
2. Interpretation
3. Demise and Rents
4. Tenant's Covenants
  - 4.1 Rents
  - 4.2 Interest on arrears
  - 4.3 Outgoings
  - 4.4 Repairs
  - 4.5 Decorations
  - 4.6 Cleaning and maintenance
  - 4.7 Yielding up
  - 4.8 Tenant's fixtures and effects
  - 4.9 Common facilities
  - 4.10 Rights of entry by Landlord
  - 4.11 Compliance with Notices
  - 4.12 Operation of the Demises Premises
  - 4.13 User
  - 4.14 Alterations
  - 4.15 Alienation
  - 4.16 Registration of dispositions
  - 4.18 Statutory requirements
  - 4.19 ~~Encroachments and easements~~
  - 4.20 Letting and planning application notices
  - 4.21 Indemnity
  - 4.22 Stamp duty and Value Added Tax
  - 4.23 Insurance
  - 4.24 Registration of Company
5. Landlord's Covenants
  - 5.1 Quiet enjoyment
  - 5.2 Exercise of rights
  - 5.3 Insurance
6. Provisos
  - 6.1 Forfeiture
  - 6.2 No implied easements
  - 6.3 Exclusion of warranty as to user
  - 6.4 Representations
  - 6.5 Covenants relating to Adjoining Property
  - 6.6 Effect of Waiver
  - 6.7 Applicable law
  - 6.8 Notices
  - 6.9 Termination by Tenant
7. Finance Act Certificates

- 8. Section 29 Companies Act, 1990
- 9. Assent
  - First Schedule (Demised Premises)
  - Second Schedule (Ancillary Rights)
  - Third Schedule (Exception and Reservations)
  - Fourth Schedule (Rent Reviews)
  - Execution Clauses

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THIS LEASE made the 4<sup>th</sup> day of October, 2004

BETWEEN

- (a) LANDLORD: Michael Murray of Coolatore, Ferns, Co. Wexford.
- (b) TENANT: Murray Waste Recycling Ltd. of Coolatore, Ferns, Co. Wexford.

WITNESSETH as follows:

1. DEFINITIONS

In this Lease, unless the context otherwise requires,

- 1.1 "Adjoining Property" means any land and buildings adjoining or neighbouring the Demised Premises;
- 1.2 "Building Control Act" means the Building Control Act 1990;
- 1.3 "Conduits" means all sewers, drains, soakaways, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, shafts, flues and other transmission or conducting media and installations (including all fixings, covers, cowls, louvres and other ancillary apparatus) of whatsoever nature or kind or any of them;

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~~(Construction) Regulations 1995~~ and Welfare at Work  
(Construction) Regulations 1995.

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- 1.5 "Decorate" means paint (with at least two coats of good quality paint), polish, repaper or otherwise treat as appropriate all surfaces usually or requiring to be so treated and includes preparation of such surfaces by stripping off, stopping, priming or otherwise, as necessary, washing down washable surfaces, treatment with storable preservative and restoration, pointing and making good stonework brickwork, stucco, concrete and other surfaces;
- 1.6 "Demised premises" means the premises demised by this Lease and more particularly described in the First Schedule;
- 1.7 "External Decoration Year" means the year ending 2010 and thereafter in every subsequent third year of the Term;
- 1.8 "Guarantor" means the party or parties named as "Guarantor" at the commencement of this Lease and includes the successors in title of the Guarantor and, in the case of an individual, includes his personal representatives;
- 1.9 "Initial Rent" means €35,000 per annum;
- 1.10 "Insured Risks" means, subject always to such insurance as may ordinarily and

reasonably be available to the Landlord and to such exclusions, excesses and limitations as may be imposed by the Landlord's insurers for the time being in respect of any or all of the following risks:

fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact by any road vehicle, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Landlord may in its absolute discretion from time to time determine;

- 1.11 "Internal Decoration Year" means the year ending 2010 and thereafter in every subsequent fifth year of the Term;
- 1.12 "Landlord" means the party or parties named as "Landlord" at the commencement of this Lease and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;
- 1.13 "this Lease" includes the Schedules and any document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof;
- 1.14 "Outgoings" means all rates, taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Demised Premises and the Utilities enjoyed in connection therewith **INCLUDING** any insurance excesses or other sums not recoverable by the Landlord (unless due to its neglect or default) but **EXCLUDING** any tax payable by the Landlord upon the rents herein reserved or occasioned by any disposition of or dealing with the reversion on this Lease;
- 1.15 "Permitted User" means for the purpose of recycling of waste, manufacturing of by products from waste industry or otherwise
- 1.16 "the Perpetuity Period" means the period of 21 years from the date of this Lease;
- 1.17 "Plan" means the plan (if any) annexed to this Lease;
- 1.18 "Planning Acts" means the Local Government (Planning and Development) Acts 1963 to 1999;
- 1.19 "Plant" means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers and other electrical and mechanical machinery, equipment and apparatus of whatsoever nature or kind and wherever installed in the Demised Premises;
- 1.20 "Prescribed Rate" means the rate per centum per month which exceeds by one half per centum per month the monthly rate of interest for the time being chargeable under Section 550 of the Income Tax Act 1967 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of income tax) or as the Landlord may from time to time elect, the rate of twelve per centum per annum;
- 1.21 "Monthly Gale Days" means the first day of each month in every year of the Term.

- 1.22 "Rent Commencement Date" means the date of this Lease.
- 1.23 "Tenant" means the party or parties named as "Tenant" at the commencement of this Lease and includes the person entitled for the time being to the Tenant's interest created by this Lease;
- 1.24 "Term" means 12 Years;
- 1.25 "Term Commencement Date" means the date of this Lease.
- 1.26 "Utilities" means water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic and other communications, and other services of whatsoever nature;
- 1.27 "the 1860 Act" and "the 1881 Act" mean respectively the Landlord and Tenant Law Amendment Act Ireland, 1860 and the Conveyancing Act 1881.

## 2. INTERPRETATION

- 2.1 Where two or more persons are included in the expression "the Landlord", "the Tenant", or "the Guarantor", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Landlord, the Tenant or the Guarantor shall be deemed to be made by or with such persons jointly and severally.
- ~~2.2 Unless the context otherwise requires~~
- 2.2.1 words importing a person include any unincorporated association or corporate body and vice versa;
- 2.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
- 2.2.3 any reference to the singular includes reference to the plural.
- 2.3 Any covenant by the Tenant not to do any act of thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 References to any right of the Landlord to have access to or entry upon the Demised Premises shall be construed as extending to all persons authorised by the Landlord, including agents, professional advisers, prospective purchasers of any interest of the Landlord in the Demised Premises or in the Adjoining Property, contractors, workmen and others.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given

thereunder or deriving validity therefrom.

- 2.6 Reference to any institute, society, association or the like which ceases to subsist shall include any such body as may succeed thereto or otherwise assume all or any of its functions or, that failing, such body as the Landlord may nominate;
- 2.7 Headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.
- 2.8 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 2.9 Wherever in this Lease either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring that future interest to vest within the Perpetuity Period.
- 2.10 If any term or provision in this Lease is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

### 3. DEMISE AND RENTS

The Landlord in consideration of the rents herein reserved (including the increase thereof which may arise as hereinafter provided) and the property and buildings erected on the land and services thereto and the covenants on the part of the Tenant hereinafter contained

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HEREBY DEMISES unto the Tenant the Demised Premises TOGETHER with all ancillary rights and easements specified in the Second Schedule but EXCEPTING AND RESERVING the rights and easements specified in the Third Schedule TO HOLD the Demised Premises unto the Tenant from and including the Term Commencement Date for the Term SUBJECT TO all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Demised Premises YIELDING AND PAYING unto the Landlord during the Term:

- 3.1 Yearly and proportionately for any fraction of a year the Initial Rent and from and including each Review Date (as defined in the Fourth Schedule) such yearly rent as becomes payable under the Fourth Schedule, and in every case the same is to be paid in the manner notified from time to time by the Landlord by equal monthly payments in advance on the Gale Days;
- 3.2 All sums (including the cost of periodic valuations for insurance purposes) which the Landlord may from time to time pay for insuring the Demised Premises against the Insured Risks and other matters referred to in clause 5.3 all such sums to be paid on demand;
- 3.3 Any other sum recoverable by the Landlord as costs or expenses under this Lease, the same to be paid on demand.

### 4. TENANT'S COVENANTS



The Tenant throughout the Term HEREBY COVENANTS with the Landlord as follows:-

4.1 Rents

To pay the rents and all sums specified and in the manner specified in clause 3 and without any deduction, set-off or counterclaim whatsoever unless agreed in writing by the Landlord.

4.2 Interest on arrears

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, if any of the rents (whether formally demanded or not) or other sums specified in clause 3 remain unpaid for more than seven days after the date when payment was due, to pay interest thereon at the Prescribed Rate from and including the date on which payment was due to the date of payment to the Landlord (both before and after any judgement).

4.3 Outgoings

To pay and indemnify the Landlord against all Outgoings.

4.4 Repairs

4.4.1 To repair the Demised Premises and keep them in good repair and, as often as may be necessary, to rebuild, re-instate or replace the Demised Premises;

4.4.2 To maintain, repair and keep in good working order and condition and, as often as may be necessary, to renew and replace by articles of a similar kind and quality all Plant and Conduits in, upon, over or under the Demised Premises and to repair any damage caused to the Demised Premises by the breakdown, misuse of, or failure to repair such Plant and Conduits and to indemnify the Landlord against any loss or liability resulting therefrom;

Provided that the Tenant's liability under clauses 4.4.1 and 4.4.2 does not extend to damage which the Landlord is obligated to make good in accordance with clauses 5.3.3 and, if the damage caused by any of the Insured Risks would otherwise give rise to a right to surrender this Lease under the provisions of Section 40 of the 1860 Act or otherwise, the Tenant hereby absolutely waives and abandons such right.

4.5. Decorations

To decorate in a good and workmanlike manner, using good quality materials-

4.5.1 in every External Decoration Year and also during the last six months of the Term (whether determined by effluxion of time or otherwise) all exterior parts of the Demised Premises requiring decoration in colours to be approved in writing by the Landlord (such approval not to be unreasonably withheld), and

4.5.2 in every Internal Decoration Year and also during the last three months of the Term (whether determined by effluxion of time or otherwise) all interior parts of the Demised Premises requiring decoration, in such colours as the Landlord may reasonably require in writing.

#### 4.6 Cleaning and maintenance

- 4.6.1 To keep all parts of the Demised Premises clean and tidy;
- 4.6.2 To keep those parts which are not built upon properly surfaced and free from weeds;
- 4.6.3 To keep all landscaped areas properly cultivated and maintained, preserving any trees and shrubs in those areas;
- 4.6.4 To clean properly at least once in every month all windows and window frames and all other glass forming part of the Demised Premises.

#### 4.7 Yielding up

At the expiration or sooner determination of the Term to yield up the Demised Premises (to include the land together with the buildings erected thereon by the tenant) having -

- 4.7.1 complied with all the Tenant's covenants contained in this Lease, and
- 4.7.2 removed any moulding, sign, writing or painting of the name or business of the Tenant or Occupiers, and
- 4.7.3 if so required by the Landlord, but not otherwise, removed all alterations or additions made to the Demised Premises by the Tenant together with any Tenant's fixtures, fittings, furniture and effects and restored the Demised Premises to their original prevailing condition
- 4.7.4 delivered to the Landlord any Safety File required by the Construction Regulations in relation to any alterations or additions carried out by the Tenant to the Demised Premises.

#### 4.8 Tenant's fixtures and effects

- 4.8.1 The Tenant irrevocably appoints the Landlord to be the Tenant agent to store or dispose of (subject to any conditions which the Landlord thinks fit) any fixtures, fittings, furniture and effects left by the Tenant on the Demised Premises for more than seven days after the expiry or sooner determination of the Term;
- 4.8.2 In acting under clause 4.8.1 the Landlord is not liable to the Tenant save having to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

#### 4.9 Common facilities

To pay on demand to the Landlord such proportion (to be fairly and properly determined by the Landlord) of any expenses (except to the extent they are recovered by the Landlord under insurance) properly incurred by the Landlord in repairing,

maintaining, decorating, cleansing and lighting, as the case may be, those parts of the Adjoining Property in respect of which the Tenant has the ancillary rights and easements specified in the Second Schedule.

#### 4.10 Rights of entry by Landlord

To permit the Landlord with all necessary materials and appliances all reasonable times upon reasonable prior notice (except in cases of emergency) to enter and remain upon the Demised Premises for any of the following purposes:

- 4.10.1 to view and examine the state and condition of the Demised Premises and to take schedules or inventories of the Landlord's fixtures and fittings;
- 4.10.2 to exercise any of the rights excepted and reserved by, and to carry out any obligations arising under this Lease;
- 4.10.3 for any other purpose connected with the interest of the Landlord in the Demised Premises, including, but not limited to, valuing or disposing of the said interest.

#### 4.11 Compliance with notices

Upon written notice being given by the Landlord to the Tenant of any breach of covenant-

- 4.11.1 to make good and remedy within sixty days of such notice, or sooner if required in the notice, the breach to the reasonable satisfaction of the Landlord;
- 4.11.2 if the Tenant fails within twenty one days of such notice, or as soon as reasonably possible in the case of an emergency, to commence and then diligently and expeditiously to continue to comply with such notice, to permit the Landlord to enter the Demised Premises and carry out all or any of the works or other steps necessary for compliance with the notice;
- 4.11.3. to pay all costs and expenses thereby incurred to the Landlord on demand.

#### 4.12 Operation of the Demised Premises

- 4.12.1 Not to engage in any activity in or on the Demised Premises which may result in -
  - 4.12.1.1 a material increase in the risk of one or more of the Insured Risks happening or of contamination, pollution or overloading in or on to the Demised Premises.
  - 4.12.1.2 the creation of any nuisance, annoyance or disturbance affecting the enjoyment of the Adjoining Property or the value or character of the Demised Premises;

- 4.12.1.3 the obstruction of or interference with the ancillary rights specified in the Second Schedule or with the rights of owners and occupiers of the Adjoining Property;
  - 4.12.1.4 the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Demised Premises;
  - 4.12.1.5 the Landlord incurring liability or expense under any statutory provision;
- 4.12.2 Not to erect, place or display on the exterior on the windows of the Demised Premises any sign or other item whatsoever without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

#### 4.13 User

- 4.13.1 Not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) to use the Demised Premises except for the Permitted User nor to make any application for planning permission or a fire and safety certificate in regard to any change of user or other development relating to the Demised Premises without first giving notice in writing to the Landlord of the intention to make such application;
- 4.13.2 Not to leave the Demised Premises continuously unoccupied (other than for normal holiday periods);
- 4.13.3 To provide such caretaking or security arrangements as the Landlord or the insurers of the Demised Premises shall reasonably require in order to protect the Demised Premises from vandalism, theft or unlawful occupation;
- 4.13.4 To provide the Landlord with the name, address and home telephone number of at least two authorised key holders for the time being of the Demised Premises and to notify the Landlord of any changes in the persons so authorised as keyholders of the Demised Premises;
- 4.13.5 Not to use the Demised Premises for any public or political meeting, public exhibition or public entertainment, show or spectacle of any kind, nor for any dangerous, noisy, noxious or offensive trade, business or occupation whatsoever, nor for any illegal or immoral purpose, nor for residential or sleeping purposes;
- 4.13.6 Not to use the Demised Premises or any part thereof for gambling, betting, gaming or wagering, or as a betting office, or as a club, or for the sale of beer, wines and spirits, nor to hold any auction on the Demised Premises;

#### 4.14 Alterations

- 4.14.1 The Tenant will erect a new building/structure on the land the subject matter of this Lease and the Landlord has consented to same such that the demised

premises will consist of land together with this building/structure and services running thereto;

4.14.2 The Tenant agrees not to make any other addition or alteration to the Demised Premises without the prior written consent of the Landlord (which consent shall not be unreasonably withheld);

4.14.3 The Landlord may, as a condition of giving consent under the immediate preceding sub-clause, require the Tenant to enter into covenants or undertakings as to the carrying out and insurance of the additions or alterations to the Demised Premises and as to their reinstatement to their original state at the expiration or sooner determination of the Term;

4.14.4 In respect of such additions or alterations, to comply in all respects with the provisions, as appropriate of the Planning Acts and the Building Control Act and the Construction Regulations and to carry out any related works in a good and workmanlike manner to the satisfaction of the Landlord;

4.14.5 To furnish to the Landlord a certified copy of every (if any) Grant of Planning Permission and Fire Safety Certificate required in relation to any additions or alterations to the Demised Premises and Opinions of Compliance or (as the case may be) Exemption regarding the Planning Acts and Building Regulations in form acceptable to the Landlord.

#### 4.15 **Alienation**

4.15.1 Not to assign, sublet, licence or part with or share the possession of the entirety of the Demised Premises without the prior written consent of the Landlord (which consent shall not be unreasonably withheld);

4.15.2 Not under any circumstances to assign, sub-let, part with or share the possession use or occupation of or otherwise alienate a part of the Demised Premises;

4.15.3 The Tenant in seeking consent to any proposed alienation shall apply in writing to the Landlord and shall provide all information concerning the proposed alienation as the Landlord may reasonably require;

4.15.4 In granting consent to any such proposed alienation the Landlord may impose such conditions as are reasonable in all the circumstances.

4.15.5 If the Landlord grants consent to a sub-letting of the Demised Premises then:-

4.15.6 Such Sub -Lease shall be at the then current market rent of the Demised Premises or at the rent then payable hereunder (whichever is the higher) without fine or premium, shall contain provisions whereby the rent from time to time payable thereunder shall never contain covenants and conditions in the same terms as those contained in this Lease subject only to such variations as the circumstances may require and as the Landlord may approve; and

4.15.7 The Tenant shall enforce at its own expense the performance and observance by each sub-tenant of the covenants, conditions and provisions of the Sub-Lease and shall not at any time either expressly or by implication waive any breach thereof or vary the terms, conditions or provisions of any such Sub-Lease.

#### 4.16 Registration of dispositions

To furnish to the Landlord or its solicitors within twenty-one days of the alienation a certified copy of the deed or other instrument evidencing or effecting any alienation of or relating to the Demised Premises.

#### 4.17 Landlord's Expenses

To pay and indemnify the Landlord against all reasonable costs and expenses properly incurred by the Landlord in relation to:

4.17.1 the preparation and service of any notice and of any proceedings under the 1860 Act or the 1881 Act;

4.17.2 the preparation and service of any notice and schedule relating to disrepair;

4.17.3 the recovery or attempted recovery of arrears of rent or other sums payable under this Lease;

4.17.4 procuring the remedying of any breach of covenant by the Tenant;

4.17.5 any application for consent required under the terms of this Lease (whether such consent is granted or not);

4.17.6 any other action taken at the request of or caused by the Tenant.

#### 4.18 Statutory requirements

4.18.1 At the Tenant's own expense, to comply in all respects in relation to the Demised Premises with -

4.18.1.1 all obligations and requirements arising from or under any statutory provision or imposed under powers conferred on any authority or court of competent jurisdiction;

4.18.1.2 any reasonable demand by the Landlord for production of plans, documents and other evidence which the Landlord may require in order to satisfy itself that the provisions of this clause have been or will be complied with.

4.18.2 Upon receipt of any notice or order relating to the Demised Premises or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Act, the Construction Regulations or any other statutory provisions, forthwith -

- 4.18.2.1 to furnish the Landlord with a true copy thereof and any further particulars required by the Landlord;
- 4.18.2.2 to take all necessary steps to comply with the notice or order;
- 4.18.2.3 at the written request of the Landlord but at the cost of the Tenant, to make or join with the Landlord in making such objection or representation against or in respect of any such notice, order or proposal as the Landlord may reasonably require.

#### 4.19 Encroachments and easements

- 4.19.1 Not to stop up, darken or obstruct any window, rights of light or rights of ways belonging to the Demised Premises;
- 4.19.2 Not to permit any new easement, encroachment, or any other third party rights to be made or enjoyed over or in respect of the Demised Premises or to acknowledge their existence or to grant any such rights;
- 4.19.3 As soon as the Tenant is aware of any attempt to claim or exercise such third party rights, forthwith to give written notice thereof to the Landlord and, at the request of the Landlord, to take such steps as may be reasonably required by the Landlord to prevent their acquisition or otherwise deal with them.

#### 4.20 Reletting and planning application notices

To permit the Landlord at all reasonable times during the last six months of the Term to enter upon the Demised Premises and affix and retain without interference upon any suitable parts of the Demised Premises (but not so as materially to affect the access of light and air to the Demised Premises) notices of reletting the same and, as appropriate, any site notice relating to a planning application and to permit all persons with the written authority of the Landlord or its agent to view the Demised Premises at all reasonable hours in the daytime, upon prior notice having been given.

#### 4.21 Indemnity

- 4.21.1 To keep the Landlord fully indemnified from and against all actions proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from-
  - 4.21.1.1 breach by the Tenant of any of the provisions of this Lease;
  - 4.21.1.2 the use of or Works carried out on or to the Demised Premises by the Tenant or any person with its actual or implied authority during the Term;

4.21.1.3 any act, neglect or default by the Tenant or any person on the Demised Premises with its actual or implied authority.

4.21.2 To effect and keep in force such public liability, employers liability and other policies of insurance (to the extent that such insurance cover is available) as may be necessary to cover the Tenant against any claim arising under the preceding sub-clause and to extend such policy or policies so that the Landlord is indemnified by the insurers in the same manner as the Tenant.

4.21.3 Whenever required to do so by the Landlord, to produce to the Landlord the said policy or policies together with satisfactory evidence that the same is/are valid and subsisting and that all premiums due thereon have been paid.

#### 4.22 **Stamp Duty and Value Added Tax**

To pay to the Landlord-

4.22.1 any stamp duty payable on this Lease and its counterpart together with registration fees;

4.22.2 any Value Added Tax arising from the grant of this Lease or termination or surrender of it or on the rents reserved by it or other payments becoming due hereunder.

#### 4.23 **Insurance**

4.23.1 Not to do or omit to do anything which might cause any policy of insurance relating to the Demised Premises or any adjoining Property owned by the Landlord to become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable.

4.23.2 Subject to the Landlord furnishing the Tenant with a copy of any policy of insurance effected under clause 5.3 to comply at the Tenant's own expense, with all the requirements under that policy and the recommendations of the insurers relating to the Demised Premises.

4.23.3 If so requested by the Landlord to insure and keep insured in the joint names of the Landlord and Tenant any glass forming part of the Demised Premises against breakage (other than as a result of the Insured Risks) for a sum which is not less than the full replacement value thereof for the time being with such insurance company as may from time to time be approved by the Landlord;

4.23.4 To pay within seven days of their becoming payable all premiums relating to any such insurance and, whenever reasonably required by the Landlord, to produce the policy of insurance and the receipt for the current year's premium.

#### 4.24 **Registration of Company**

To comply with all statutory requirements necessary to ensure that the Tenant remains on the register of companies.



## 5. LANDLORD'S COVENANTS

The Landlord HEREBY COVENANTS with the Tenant as follows:-

### 5.1 Quiet enjoyment

To permit the Tenant, provided he pays the rent reserved by and otherwise complies with the provisions of this Lease, peaceably to hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any person lawfully through, under or in trust for it.

### 5.2 Exercise of rights

In exercising any of the Landlord's rights of entry or other rights in relation to the Demised Premises-

5.2.1 to take all necessary steps to ensure that as little damage is done to the Demised Premises and as little inconvenience is caused to their occupiers as is reasonably practicable;

5.2.2 to make good without delay any damage which may be caused by such exercise.

### 5.3 Insurance

5.3.1 Subject to reimbursement by the Tenant of the premiums payable by the Landlord, to insure and keep insured with an insurer of repute located in Ireland in the name of the Landlord-

5.3.1.1 the Demised Premises against loss or damage by the Insured Risks in the full reinstatement costs thereof (to be determined from time to time by the Landlord or his professional adviser) including:

- (i) Architects, Surveyors, Consultants and other professional fees (including Value Added Tax thereon);
- (ii) the costs of shoring up, demolishing, site clearing and similar expense;
- (iii) all stamp duty and other taxes or duties eligible on any building or like contract as may be entered into and all incidental expenses (including planning and building regulation fees) relative to the reconstruction, reinstatement or repair of the Demised Premises;
- (iv) such provision for inflation as the Landlord in its absolute discretion shall deem appropriate;

5.3.1.2 the loss of rent from time to time payable, or reasonably estimated to be payable, under this Lease (taking account of any review of the rent which may become due under this Lease) following loss or damage to the Demised

Premises by the Insured Risks, for three years or such longer periods as the Landlord may from time to time reasonably deem to be necessary having regard to the likely period required for rebuilding and for obtaining planning permission and any other consents, certificates and approvals in connection with the reinstatement of the Demised Premises;

5.3.1.3 the property owners, public, employer's and other liability of the Landlord arising out of or in relation to the Demised Premises;

5.3.1.4 such other insurances as the Landlord may in its discretion from time to time deem necessary to effect.

5.3.2 At the request of the Tenant, the Landlord shall produce to the Tenant a copy or extract duly certified by the Landlord of such insurance policy or policies and a copy of the receipt for the last premium or (at the Landlord's option) reasonable evidence from the insurers of the terms of the insurance policy or policies and the fact that it is or they are subsisting and in effect;

5.3.3 If the Demised Premises are destroyed or damaged by any of the Insured Risks then:

5.3.3.1 unless payment of any of the insurance money is refused by reason of any act or default of the Tenant any under-tenant or any person under its or their control; and

5.3.3.2 subject to the Landlord being able to obtain any necessary planning permission and other necessary licences, certificates, approvals and consents (which the Landlord shall use its reasonable endeavours to obtain); and

5.3.3.3 subject to the necessary labour and materials being remaining available (which the Landlord shall use its reasonable endeavours to obtain); and

5.3.3.4 subject to exercise of the right to terminate the Lease under this clause;

the Landlord shall as soon as possible lay out the proceeds of insurance effected under clause 5.3.1.1 in rebuilding and reinstating the Demised Premises as necessary to make them substantially the same as they were prior to the destruction or damage (but not so as to provide accommodation identical in Building Design layout and manner or method of construction if it would not be reasonably practical to do so);

5.3.4 If the Landlord is prevented (for any reason other than its act voluntary or wilful default) from compliance with the previous provisions of this clause the following provisions apply:

5.3.4.1 the Landlord is relieved of its obligations and is solely entitled to all insurance monies;

5.3.4.2 if the prevention continues for three years (or such longer period as the Landlord may have insured against loss of rent) and the Lease is not otherwise terminated, the Landlord or the Tenant may at any time after expiry of that period by not less than three months written notice given to the other party

detennine this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of its tenns;

5.3.5 If the destruction or damage to the Demised Premises renders them unfit for use and occupation and provided the insurance has not been vitiated nor payment of any insurance moneys refused by reason of any act or default of the Tenant, any undertenant or any person under its or their control, the rent payable under clause 3.1 of this Lease shall be suspended in accordance with the following provisions:

5.3.5.1 the rent suspended shall be the whole rent or such proportion as is fair according to the nature and extent of the damage to the Demised Premises;

5.3.5.2 the suspension shall last until either the Demised Premises are again rendered fit for use and occupation or the expiration of three year (or such longer period as the Landlord may have insured against) from the date of destruction or damage, whichever is the earlier;

5.3.5.3 where the destruction or damage occurs during a quarter in respect of which rent has been paid in advance, the Landlord shall refund to the Tenant the proportion of that rent (apportioned on a daily basis) which is attributable to the period following the date of destruction or damage upon receipt of payment of such proportion from the Landlord's insurers on foot of the insurance arranged in accordance with clause 5.3.1.2;

5.3.5.4 any dispute regarding suspension of rent shall be detennined by a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President or next most senior available officer for the time being of the Society of Chartered Surveyors in accordance with the provisions of the Arbitration Acts, 1954-1998.

5.3.6 As and when requested from time to time by the Tenant, the Landlord shall use its reasonable endeavours to obtain from the Landlord's insurers a waiver of its subrogation rights (if any) against the Tenant in respect of the Demised Premises so long as such a waiver is available in the insurance market from a reputable insurer located in Ireland and any costs reasonably incurred thereby are discharged by the Tenant;

For the purpose of this clause "Demised Premises" do not include (unless otherwise specified by the Landlord) any additions, alterations or improvements carried out or being carried out by the Tenant.

## 6. **PROVISOS**

**PROVIDED ALWAYS** as follows:

### 6.1 **Forfeiture**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord if:

- 6.1.1 the whole or any part of the rents or other sums reserved by this Lease is unpaid for fourteen days after becoming payable (whether formally demanded or not); or
- 6.1.2 there is a breach of any of the Tenant's covenants; or
- 6.1.3 if the Tenant or the Guarantor (either or both being a body corporate) has a wind-up petition presented against it or passes a winding up resolution (other than in connection with a members voluntary winding-up for the purposes of amalgamation or reconstruction which has the prior written approval of the Landlord) or resolves to present its own winding-up petition or is wound-up (whether in Ireland or elsewhere) or a Receiver and Manager is appointed in respect of the Demised Premises or of the Tenant or of the Guarantor; or
- 6.1.4 if the Tenant or the Guarantor (either or both being an individual, or if more than one individual, then anyone of them) has a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress or execution to be levied on the Demised Premises or enters into composition with his creditors or has a receiving order made against him;

THEN and in any such case, the Landlord may at any time thereafter re-enter the Demised Premises and thereupon the Term absolutely ceases and determines but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

- 6.2 No implied easements  
Nothing in this Lease shall impliedly confer upon or grant to the Tenant any easement, right or privilege other than those expressly granted (if any) by it.
- 6.3 Exclusion of warranty to user  
Nothing contained in this Lease or in any consent granted or approval given by the Landlord under it implies or warrants that the Demised Premises may be used under the Planning Acts for the purpose herein authorised or any purpose subsequently authorised and the Tenant hereby acknowledges that the Landlord has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under those Acts,
- 6.4 Representations  
The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation that is expressly set out in this Lease.
- 6.5 Covenants relating to Adjoining Property  
Nothing contained in or implied by this Lease shall give to the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of the Adjoining Property,

6.6 **Effect of waiver**

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord may have appeared to have waived or released temporarily any such covenant or waived or released temporarily or permanently revocably or irrevocably a similar covenant affecting other property belonging to the Landlord.

6.7 **Applicable Law**

This Lease and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish Law.

This Lease and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish Law;

The Tenant and the Guarantor hereby irrevocably agree that the Courts of Ireland are to have jurisdiction to settle any dispute which may arise out of or in connection with this Lease;

The Tenant and the Guarantor hereby irrevocably waive any objection to the taking of any proceedings in the Courts of Ireland, any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agree that any judgment and any proceedings brought in the Courts of Ireland shall be conclusive and binding upon them and may be enforced in the Courts of any other jurisdiction;

Nothing contained in this clause shall limit the right of the Landlord to take proceedings against the Tenant and/or the Guarantor in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

6.8 **Notices**

6.8.1 Any demand or notice required to be made, given to or served on the Tenant under this Lease is duly and validly made, given or served if addressed to the Tenant (or if the Tenant comprises more than one person, then to any of them) and delivered personally, or sent by prepaid registered or recorded delivery mail, or sent by telex or telegraphic facsimile transmission addressed (in the case of a company) to its registered office of (whether a company or individual) to its last known address, or to the Demised Premises:

6.8.2 Any notice required to be given or served on the Landlord is duly and validly given or served if sent by pre-paid registered or recorded delivery mail, or sent by telex or telegraphic facsimile transmission addressed to the Landlord (if a company) at its registered office or (whether a company or individual) principal place of business.

6.9 **Termination by Tenant/Landlord**

The Tenant or Landlord may terminate this Lease on the expiration of the 5<sup>th</sup> year or 10<sup>th</sup> year of the Term ("the Option Date") subject strictly to the following terms and conditions:

- 6.9.1 The Tenant/Landlord shall serve on the Landlord/Tenant a notice in writing exercising the said right ("the Notice") not earlier than 12 months and not later than 6 months prior to the expiry of the Option Date and in this regard time shall be of the essence.
- 6.9.2 If it is the Tenant which avails of this option to terminate he shall also send with the Notice a bank draft payable to the Landlord for a sum equivalent to the aggregate of 6 months' of the rent, insurance premia and Local Authority Rates payable by the Tenant at the amounts exigible during the period of twelve months prior to the Option Date Provided that if the amount of insurance premia or Local Authority Rates are unascertained at the date of service of the Notice then the amount relevant thereto to be included in the sum to be paid by the Tenant shall be in accordance with the last ascertained amount and as soon as the relevant amount has been ascertained then the Tenant shall forthwith pay to the Landlord such additional amount as may be found to be due to the Landlord.
- 6.9.3 Notwithstanding the payment made pursuant to clause 6.9.2 the Tenant shall continue to be responsible for rent and all outgoings payable on foot of this Lease up to the Option Date.
- 6.9.4 The Tenant shall on or prior to the Option Date deliver to the Landlord the original of this Lease, together with all related title documentation (including a release or discharge of all mortgages, charges and other encumbrances, whether registered or not), and shall as beneficial owner deliver duly executed and stamped a transfer or surrender of this lease and (if applicable) shall procure the cancellation of its registration in the Land Registry.
- 6.9.5 Any such termination shall be without prejudice to any antecedent breach by either the Landlord or Tenant of any of their respective covenants herein contained.
- 6.9.6 In the event of the Tenant who first entered into this Lease assigning it to a third party the provisions contained in this clause shall immediately cease and be of no further effect and shall not apply to such third party or any subsequent successors in title thereto notwithstanding any defect in or ineffectiveness of any such assignment.

## 7. FINANCE CERTIFICATES

- 7.1 **IT IS HEREBY CERTIFIED** that section 53 (Lease combined with Building Agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act 1999 does not apply to this instrument.
- 7.2 It is hereby certified that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential

property exceeds €10,000/ €20,000/ €30,000/ €40,000/ €70,000/ €80,000/ €100,000/  
€120,000/ €150,000.

8. SECTION 29 COMPANIES ACT, 1990

It is hereby certified for the purposes of Section 29 of the Companies Act 1990 that the Landlord and the Tenant are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

9. LAND ACT 1965

It is hereby certified that the Demised Premises are situate in the county borough, borough, urban district or town.

It is hereby certified by the Tenant that he is a qualified person within the meaning of Section 45 of the Land Act 1965 by reason of the fact that it is a person whose principal place of residence is in a Member State of the European Communities or other European State which is a contracting party to the European Economic Area Agreement.

IN WITNESS whereof the parties hereto have executed this Lease in the manner following and on the day and year first above WRITTEN

SPECIAL CONDITIONS

1. The Tenant shall be responsible for Public Liability Insurance and Employers Liability Insurance for a sum of not less than one million Euro. The Tenant is to produce the Insurance Policy to the Landlord for approval.
2. The Tenant shall be responsible for and discharge the cost of the Landlords Public Liability together with Building and Fire Insurance Policy on the Premises.
3. The Tenant will erect a building on the property at Coolatore, Ferns, in the County of Wexford at their own expense. The cost of erection of this building will amount to approximately €330,000.00 (excluding VAT). At the expiration of this Lease (to include if the Landlord or Tenant avail of the right under clause 6.9) the Tenant shall yield up the land together with the buildings erected thereon (whereupon any rights or interest which the Tenant has in the building shall cease and pass to the Landlord) and

any conduits, pipes, services leading to same, to the Landlord at no expense to the Landlord but in consideration of same the Landlord has agreed a reduced rent under this Lease as follows:

- (i) For the first year the tenant shall pay to the Landlord a reduced rent of €0.00 per annum - the letting market value of the land excluding the building erected thereon is valued at €35,000.00 per annum showing a discount in percentage terms of 100 %.
- (ii) Year two the tenant shall pay to the Landlord a reduced rent of €0.00 per annum - the letting market value of the land excluding the building erected thereon is valued at €35,000.00.
- (iii) Year three the tenant shall pay to the Landlord a reduced rent of €0.00 per annum - the letting market value of the land excluding the building erected thereon is valued at €35,000.00.
- (iv) Year four the tenant shall pay to the Landlord a reduced rent as follows:  
1st months - €0.00 rent  
Balance 11 months - €13,750.00 being a reduced rent whereby the letting market value of the land excluding the building erected thereon is valued at €35,000.00.
- (v) Year five the tenant shall pay to the Landlord a reduced rent of €15,000.00 per annum - the letting market value of the land excluding the building erected thereon is valued at €35,000.00.
- (vi) Year six and upwards the tenant shall pay to the Landlord a reduced rent to be determined at the stage of rent review - the letting market value of the land including the building erected thereon is valued as per the rent review determination.

In consideration of the reduced rents the Tenant shall also waive any right they have to claim an improvement equity given that the overall effect will be that the Landlord has repaid by way of reducing the rent, the cost of erecting the building thereon. The full beneficial and legal interest of the building to be given to the Landlord upon determination of this lease or a sooner stage.

4. All payments shall be made directly into the Landlord Bank account as detailed below:



**FIRST SCHEDULE  
(Demised Premises)**

ALL THAT the lands and premises together with the buildings intended to be erected thereon at Coolatore, Ferns, Co. Wexford shown for the purposes of identification only outlined in red on the Plan attached hereto together with the benefit of a right of way (for the purpose of this Lease only) as marked yellow on the plan attached hereto and each and every part thereof comprising 5.5 acres and including without prejudice to the generality of the foregoing:

1. all the Conduits and Plant in, upon over or under and exclusively serving the same;
2. all the Landlord's fixtures and fittings now or hereafter in or upon the same;
3. all additions, alterations and improvements thereto;

but excluding the airspace above and the ground below the Demised Premises.

**SECOND SCHEDULE  
(Ancillary Rights)**

The following rights and easements are demised (to the extent only that the Landlord is entitled to make such a grant) to the Tenant to be enjoyed in common with the Landlord and the tenants and occupiers of the Adjoining Property and all other persons by the Landlord or having the like rights and easements:

1. The free and uninterrupted passage and running of the Utilities to and from the Demised Premises through the Conduits which are now, or may at any time during the Term be, in, on, under or passing through or over the Adjoining Property;
2. The right to enter the airspace above the roof of the Demised Premises for the sole purpose of carrying out any works for which the Tenant is liable under this Lease.

**THIRD SCHEDULE**  
**(Exceptions and Reservations)**

The following rights and easements are excepted and reserved out of the Demised Premises to the Landlord and all other persons authorised by the Landlord or having the like rights and easements:

1. The free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time during the Term be in, on, under, or passing through or over the Demised Premises;
2. The right to erect scaffolding for the purpose of repairing or cleaning any building now or hereafter erected on the Adjoining Property or in connection with the exercise of any of the rights mentioned in this Schedule notwithstanding that such scaffolding may temporarily interfere with the proper access to or the enjoyment and use of the Demised Premises;
3. The right to erect and maintain signs on the Demised Premises and any premises abutting the same advertising the sale or letting of any premises or for the purposes of a planning or other application in respect of any premises.
4. The rights of light, air, support, protection and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Adjoining Property;
5. The air space over and the ground below the Demised Premises;
6. Full right and liberty at any time hereafter to raise the height of, or make any alterations or additions or execute any other works to any buildings on the Adjoining Property, or to erect any new buildings of any height on the Adjoining Property in such a manner as the Landlord or the person exercising the right shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the amenity of, or access to, the Demised Premises or the passage of light and air to the Demised Premises but not so that the Tenant's use and occupation thereof is materially affected;
7. The right, subject to recompensing the Tenant for any damage caused thereby, to build on or into any boundary or party wall of the Demised Premises and, after giving not less than seven days prior written notice, to enter the Demised Premises to place and lay in, under or upon the same such footings for any intended party wall or party structure with the foundations therefore as the Landlord shall reasonably think necessary and for such purpose to excavate the Demised Premises along the line of the junction between the Demised Premises and the Adjoining Property and also to keep and maintain the said footings and foundations;
8. All mines and minerals in or under the Demised Premises with full power of working and getting to the same provided reasonable compensation is paid to the Tenant for any damage thereby occasioned to the Demised Premises and any reasonable foreseeable loss thereafter suffered by the Tenant.

FOURTH SCHEDULE  
(Rent Reviews)

1. Definitions

In this Schedule, the following expressions shall have the following meanings:

- 1.1 "Base Rate" means the annual rate of interest for the time being chargeable under section 22 of the Courts Act, 1990 or if the Landlord so elects such annual rate as the Landlord's bankers for the time being may certify to be the rate it allows on deposits for three months of an amount equal to the amount of the shortfall to which it is to be applied in accordance with paragraph 6.1 of this Schedule
  - 1.2 "the Institute" means the Irish Auctioneers and Valuers Institute;
  - 1.3 "the Law Society" means the Law Society of Ireland;
  - 1.4 "Review Date" means at the end of the 5<sup>th</sup> year after commencement of this Lease and every 5 years thereafter and any additional date notified under Paragraph 7 of this 4<sup>th</sup> Schedule and "Relevant Review Date" shall be construed accordingly;
  - 1.5 "the Reviewed Rent" means the rent agreed or determined in accordance with the provisions of this Schedule being determined at the expiration of 5 years from the date of commencement of this lease and every 5 years thereafter and thereafter the rent agreed or determined in accordance with the provisions of this Schedule;
  - 1.6 "the Society" means the Society of Chartered Surveyors;
2. Upwards only rent review  
The rent first reserved by this Lease shall be reviewed at each Review Date in accordance with the provisions of this Schedule and from and including each Review Date, the rent shall equal the higher of either the rent contractually payable immediately before the Relevant Review Date the rent specifically agreed or the open market rent on the Relevant Review Date, as agreed or determined pursuant to the provisions of this Schedule.
3. Agreement or determination of the reviewed rent
- 3.1 The Reviewed Rent may be agreed at any time between the Landlord and the Tenant or, in the absence of agreement, be determined not earlier than the relevant Review Date by an Arbitrator to be nominated in the absence of agreement between the parties, upon the application (made not more than two calendar months before or at any time after the Review Date) of the Landlord (or if the Landlord fails to make such application within twenty eight days of being requested in writing so to do by the Tenant, then on the application of the Tenant) by either the President of the Law Society, or the President of the Institute or the President of the Society at the discretion of the party entitled to make the application;

3.2 In the event of the President or other Officer endowed with the functions of the said President of the Law Society or the Institute or the Society being unable or unwilling to make the nomination therein mentioned the same may be made by the next senior Officer of the Law Society or the Institute or the Society who shall be so able and willing.

4. **The Arbitrator**

4.1 All arbitrations hereunder shall be conducted in accordance with the provisions set forth in the Arbitration Act 1954-1998.

4.2 If the Arbitrator relinquishes his appointment or dies or if it becomes apparent that for any reason he is unable or has become unfit or unsuited (whether because of bias or otherwise) to complete his duties or if he is removed from office by Court Order, a substitute may be nominated in his place and in relation to any such nomination the procedures hereinbefore set forth apply as though the substitution were a nomination de novo which said procedures may be repeated as many times as may be necessary.

5. **Determination by Arbitrator**

The Reviewed Rent to be determined by the Arbitrator shall be such as in his opinion represents at the Review Date the full open market yearly rent for the Demised Premises let as a whole without fine or premium:

(A) ON **THE** BASIS of a letting with vacant possession thereof by a willing landlord to a willing tenant for a term (commencing on the Review Date) equal to the greater of fifteen years or the residue then unexpired of the Term and subject to the provisions of this Lease (other than as to the amount of the Initial Rent but including such of said provisions as pertain to the review of rent):

(B) ON **THE** ASSUMPTION that:-

(i) at and until the Review Date all the covenants on the part of the Tenant and the conditions contained in this Lease have been fully performed and observed;

(ii) in the event of the Demised Premises having been damaged or destroyed and not having been fully repaired, reinstated or rebuilt (as the case may be) such damage or destruction had not occurred;

and

(C) **HAVING REGARD** to

(i) other open market rental values current at the Rent Review Date in so far as the Arbitrator may deem same to be pertinent to the determination;

Any special allowance or relief relating to rent or outgoings which any tenant of the Demised Premises may be entitled to claim at the Review Date;

- (D) **BUT DISREGARDING** any effect on letting value of:-
- (a) the fact that the Tenant is or has been in occupation of the Demised Premises or any part thereof;
  - (b) the goodwill which has attached to the Demised Premises by reason of the business carried on thereat;
  - (c) any works executed by and at the expense of the Tenant in, on, to or in respect of the Demised Premises other than required works PROVIDED that in the interpretation of this sub-paragraph (c):-

the expression "the Tenant" shall extend to and include the Tenant or any predecessor in Title of the Tenant or any party lawfully occupying the Demised Premises or any part thereof under the Tenant and the expression "required works" means works executed by the Tenant in pursuance of an obligation imposed on the Tenant (i) by this Lease or by any Lease of which this Lease is a renewal (other than works which may be required pursuant to clause 4.18) OR (ii) by an Agreement for the granting of this Lease or of any Lease of which this Lease is a renewal or by virtue of any licence or deed of variation relating to the Demised Premises.

## 6. **Interim payments pending determination**

- 6.1 If the reviewed rent in respect of any period ("the Current Period") is not ascertained on or before the Review Date referable thereto, rent shall continue to be payable up to the Quarterly Gale Day next succeeding the ascertainment of the reviewed rent at the rate payable during the preceding period AND within seven days of such ascertainment the Tenant shall pay to the Landlord the appropriate instalment of the reviewed rent together with any shortfall between (i) the aggregate of rents actually paid for any part of the Current Period and (ii) rent at the rate of the reviewed rent attributable to the interval between that Review Date and such Quarterly Gale Day and together also with interest at the Base Rate on said shortfall, such interest to be computed on a day to day basis.
- 6.2 For the purpose of this paragraph the reviewed rent shall be deemed to have been ascertained on the date when the same shall have been agreed between the parties or, as the case may be, on the date of the notification to the Tenant of the determination of the Arbitrator.

## 7. **Rent Restrictions**

If at a Review Date the Landlord's right to collect, review or increase the rent as from that Review Date in accordance with this Lease is restricted or modified by law, then when such restriction or modification is removed, relaxed or modified, the Landlord may, by giving not less than seven days notice in writing to the Tenant, prescribe as an additional Review Date the date of expiration of such notice and the rent payable

from such additional Review Date shall be ascertained in accordance with this Schedule.

8. **Memoranda of reviewed rent**

As soon as the amount of any reviewed rent has been agreed or determined, memoranda thereof shall be prepared by the Landlord or its solicitors and thereupon shall be signed by or on behalf of Tenant and the Landlord and the Tenant shall be responsible for and shall pay to the Landlord the stamp duty (if any) payable on such memoranda and any counterparts thereof but the parties shall each bear their own costs in respect thereof.

9. **Time not of the essence**

For the purpose of this Schedule, time is not of the essence.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**FIFTH SCHEDULE**  
**Inventory of Contents**

None

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**SIGNED, SEALED AND DELIVERED**  
**By the said Landlord In the presence of:**

\_\_\_\_\_  
Michael Murray

**PRESENT** when the Common Seal  
Of the **TENANT** was affixed hereto

\_\_\_\_\_  
Director - Michael Murray

\_\_\_\_\_  
Director / Secretary - Marie Murray

*For inspection purposes only.  
Consent of copyright owner required for any other use.*



Dated this 4<sup>th</sup> day of October, 2004

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**LEASE**

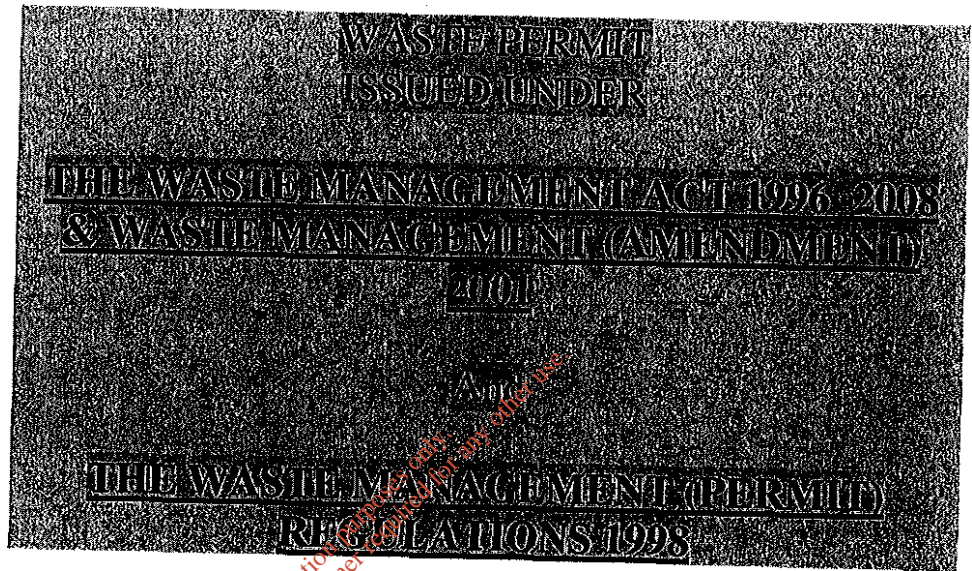
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*Sfiaron Oakes*  
*Solicitor*  
*Old Dublin Rd.,*  
*Enniscorthy,*  
*Co. Wexford.*  
**DX 26 016 Enniscorthy**  
Ref: MUM002003

Waste Permit

Waste permit reference WP/08/23 is the current waste permit in force at the site. This is appended overleaf. This permit was issued on 27 January 2009 issued under the Waste Management Acts 1996-2008 and Waste Management (Amendment) 2001 and the Waste Management (Permit) Regulations 1998.

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Consent of copyright owner required for any other use.*



Waste Permit Register Number: WP/08/23

Applicant: Michael Murray T/A Murray Waste Recycling Ltd., Coolatore, Ferns, Co. Wexford.

Location: Coolatore, Ferns, Co. Wexford.

Date of Grant: 27 / 1 / 2009



## INTRODUCTION

This introduction is not part of the permit and does not purport to be a legal interpretation of the Permit.

*The Permit Holder is named as Murray Waste Recycling Ltd., This site is an existing Waste Transfer Facility (WPI07106).*

*This Waste Permit (WPI08123) & attached conditions shall supersede WPI07106 as a fully operational Waste Transfer Facility for the Recovery I Disposal of Specified Waste Types on the lands at Coolatore, Ferns, Co. Wexford.*

*The facility to which this permit relates is a Waste Transfer Facility Only.*

*This facility shall only accept Waste Streams as specified in Schedule A: Waste Acceptance.*

These Waste Streams are collected from businesses & households which will be brought to this facility for segregation & sorting for further recovery/disposal activities prior to onward recovery and or recycling/disposal elsewhere.

*This Waste Permit is in accordance with the 3<sup>d</sup> & 4<sup>th</sup> Schedule of the Waste Management Act 1996 - 2008 & the First Schedule, Part 1, Class 5 & 6 of the Waste Management (Permit) Regulations, 1998.*

Principal Activity:

In accordance with the 4<sup>th</sup> Schedule, Class 2, 3, 4 & 13 of the Waste Management Act, 1996 - 2008.

< 16,000 tonnes approx. of waste for Recovery per annum at this Facility.
---

Secondary Activity:

In accordance with the 3<sup>d</sup> Schedule, Class 11, 12, 13 of the Waste Management Act, 1996 - 2008.

<5,000 tonnes (Maximum) of waste for Disposal per annum at this Facility.
---

This Permit allows the acceptance of Household Waste, Commercial Waste, Non HazardOUS Industrial Waste, Recyclables & Construction & Demolition Waste. All Waste Handling will take place only in the designated Waste Transfer Building ONLY.

The Waste Permit sets out in detail the conditions under which Murray Waste Recycling Ltd., ONLY shall operate and manage this Facility.



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## TABLE OF CONTENTS

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PART 1 -	SCHEDULE OF ACTIVITIES TO BE PERMITTED
PART 2 -	CONDITIONS
CONDITION 1:	SCOPE OF THE PERMIT
CONDITION 2:	MANAGEMENT OF THE ACTIVITY
CONDITION 3:	FACILITY'S INFRASTRUCTURE
CONDITION 4:	FACILITY OPERATIONS
CONDITION 5:	RESTORATION AND AFTERCARE
CONDITION 6:	EMISSIONS
CONDITION 7:	NUISANCE CONTROL
CONDITION 8:	MONITORING
CONDITION 9:	CONTINGENCY ARRANGEMENTS
CONDITION 10:	RECORDS
CONDITION 11:	RECORDS AND NOTIFICATIONS
CONDITION 12:	CHARGES & FINANCIAL PROVISIONS

---

SCHEDULE A:	WASTE ACCEPTANCE
SCHEDULE B:	SPECIFIED ENGINEERING WORKS
SCHEDULE C:	EMISSION AND MONITORING LIMITS
SCHEDULE D:	MONITORING
SCHEDULE E:	RECORDING & REPORTING TO WEXFORD COUNTY COUNCIL
SCHEDULE F:	CONTENT OF THE ANNUAL ENVIRONMENTAL REPORT



## **DECISION & REASONS FOR THE DECISION**

### *Reasons for the Decision*

On the basis of the information before it, Wexford County Council is satisfied that the waste activity, or activities, permitted hereunder will comply with the requirements of Article 5(2) of the Waste Management (Permit) Regulations, 1998. In reaching this decision Wexford County Council has considered the application and supporting documentation received from the applicant and any submissions received.

### **INTERPRETATION**

All terms in this Waste Permit should be interpreted in accordance with the definitions in the Waste Management Act, 1996 - 2008, unless otherwise defined in this section.

Adequate lighting	20 lux measured at ground level.
AER	Annual Environmental Report
Agreement	Agreement in writing.
Annually	At approximately twelve monthly intervals.
Application	The application by the applicant for this waste permit.
Appropriate facility	A waste management facility, duly authorised under relevant law and technically suitable.
BAT	Best Available Techniques
BATNEEC	Best Available Technology Not Entailing Excessive Cost as defined in Section 5(2) of the Waste Management Act, 1996 - 2008.
Bi-annually	All or part of a period of six consecutive months.
Biennially	Once every 2 years.
BOD	5 day Biochemical Oxygen Demand.
CEN	(Comite Europeen de Normalisation - European Committee for Standardisation).
COD	Chemical Oxygen Demand.
Construction & Demolition Waste	Wastes that arise from Construction, renovation & demolition activities - Chapter 17 of the EWC or as otherwise may be agreed.



Containment Boom	A boom which can contain spillages & prevent them from entering drains or watercourses or from further contaminating watercourses.
Condition	A condition of this Waste Permit.
Daytime	0800 to 2200.
DO	Dissolved Oxygen.
Documentation	Any report, record, result, data, drawing, proposal, interpretation or other document in written or electronic form which is required by this Waste Permit.
Drawing	Any reference to a drawing or drawing number means a drawing or drawing number contained in the application, unless otherwise specified in this Waste Permit.
Environmental Damage	As the meaning given it in Directive 2004/35/EC.
European Waste Catalogue (EWe)	A harmonised, non-exhaustive list of wastes drawn up by the European Commission and published as Commission Decision 2000/532/EC and any subsequent amendment published in the Official Journal of the European Community,
Facility	Any site or premises used for the purposes of the recovery or disposal of waste.
Organic Waste	Any waste (including garden waste) that is capable of undergoing anaerobic or aerobic decomposition through a biological treatment process. This includes raw food/kitchen waste and/or garden waste including grass and hedge clippings, dead flowers, leaves, twigs and other waste arising in a garden suitable for collection for a biological treatment process.
Heavy Metals	This term is to be interpreted as set out in 'Parameters of Water Quality Interpretation & Standards' published by the agency in 2001. ISBN 1-84095-015-3.
Hours of Operation	of The hours during which the Facility is authorised to be operational. The hours of operation of a Facility are usually longer than the hours of waste acceptance to facilitate preparatory and completion works,
Hours of Waste Acceptance	The hours during which the Facility is authorised to accept waste. Different activities within the facility, such as the civic



waste facility, may have different hours of waste acceptance.

Incident	The following shall constitute an incident for the purposes of this Waste Permit:- <ol style="list-style-type: none"><li>an emergency;</li><li>any emission which does not comply with the requirements of this Waste Permit;</li><li>any exceedance of the daily duty capacity of the waste handling equipment;</li><li>any trigger level specified in this Waste Permit, which is attained or exceeded; and any indication that environmental pollution has, or may have, taken place.</li></ol>
Inert waste	Waste that does not undergo any significant physical, chemical or biological transformations. Inert waste will not dissolve but or otherwise physically or chemically react, biodegrade or adversely affect other matter with which it comes into contact in a way likely to give rise to environmental pollution or harm human health. The total leachability and pollutant content of the waste and the ecotoxicity of the leachate must be insignificant, and in particular not endanger the quality of surface water and/or groundwater.
Industrial Waste	As defined in Section 5(1) of the Waste Management Act, 1996 -2008.
Licence	A Waste Licence issued by the Environmental Protection Agency in accordance with the Waste Management Act, 1996 - 2008.
Liquid Waste	Any waste in liquid form & containing less than 2% dry matter
Maintain	Keep in a fit state, including such regular inspection, servicing, calibration and repair as may be necessary to adequately perform its function.
Monthly	A minimum of 12 times per year, at approximately monthly intervals.
Municipal waste	As defined in Section 5(1) of the Waste Management Act, 1996 - 2008. "Municipal Waste" means household waste as well as commercial and other waste, which, because of its nature or composition, is similar to household waste.
Night-time	2200 hours to 0800 hours.
Noise Sensitive Location (NSL)	Any dwelling house, hotel or hostel, health building, educational establishment, place of worship or entertainment, or any other





Facility or area of high amenity, which for its proper enjoyment requires the absence of noise at nuisance levels.

Oil Separator	Device installed according to the International Standard I.S. EN 858-2:2003(Separator systems for light liquids, (e.g. oil & petrol) - Part 2: Selection of nominal size, installation, operation & maintenance)
Quarterly	At approximately three monthly intervals.
Sanitary Authority	Wexford County Council
Sample(s)	Unless the context of this Waste Permit indicates to the contrary, samples shall include measurements by electronic instruments.
SOP	Standard Operating Procedure
Specified Engineering Works	Those engineering works listed in Schedule B of this permit.
Temporary Storage	In relation to waste as a period of less than six months as defined in the Waste Management Acts 1996 - 2008.
TOC	Total Organic Carbon.
Trade Effluent	Trade Effluent has the meaning given in the Water Pollution Acts 1977 & 1990.
Trigger Level	A parameter value specified in the Waste Permit, the achievement or exceedance of which requires certain actions to be taken by the Permit Holder.
Weekly	During all weeks of plant operation, and in the case of emissions, when emissions are taking place; with no more than one measurement in anyone week.
WEEE	AS defined in S.1.340 of 2005.
WWTP	Waste Water Treatment Plant.
Wexford County Council's Working Day	Refers to the following office hours: 09.00 to 1700, Monday to Friday inclusive.



**PART I SCHEDULE OF ACTIVITIES PERMITTED**

In pursuance of the powers conferred on it by the Waste Management Acts 1996 - 2008 and the Waste Management (Permit) Regulations 1998. Wexford County Council grants this waste permit under Article 5(1) of the said regulations to Murray Waste Recycling Ltd., to carry on the waste activity listed below at Coolatore, Ferns, Co. Wexford subject to the conditions and monitoring with the reasons therefore and the associated schedules attached thereto set out in the permit.

***PRINCIPAL ACTIVITIES***

Permitted Waste Recovery Activities, in accordance with the Fourth Schedule of the Waste Management Act, 1996 - 2008.

Class 2	Recycling or reclamation of organic substances which are not used as solvents(including composting & other biological process)
Class 3	Recycling or reclamation of metals & metal compounds
Class 4	Recycling or reclamation of other inorganic materials
Class 13	Storage prior to submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where the waste concerned is produced.

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***SECONDARY ACTIVITIES***

Permitted Waste Disposal Activities, in accordance with the Third Schedule of the Waste Management Act, 1996 - 2008.

Class 11	Blending or mixture prior to submission to any activity referred to in a preceding paragraph of this Schedule
Class 12	Repackaging prior to submission to any activity referred to in a preceding paragraph of this Schedule
Class 13	Storage prior to submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where the waste concerned is produced



WI/08/23

DETAILS OF THE VEHICLES OPERATING AT TILLS FACILITY & THEIR VALID WASTE COLLECTION PERMITS SHALL BE SUBMITTED TO THE ENVIRONMENT SECTION OF WEXFORD COUNTY COUNCIL PRIOR TO THE COMMENCEMENT OF THE ACTIVITY ON FACILITY. FAILURE TO SUBMIT THESE DOCUMENTS SHALL CONTRAVENE THE REQUIREMENTS OF THE WASTE MANAGEMENT (COLLECTION PERMIT) REGULATIONS 2007 (AS AMENDED) & SUCH PERSON(S) SHALL BE GUILTY OF AN OFFENCE IN ACCORDANCE WITH SECTION 34(1) OF THE WASTE MANAGEMENT ACT 1996 - 2008.

NOTE

THE GRANTING OF TILLS PERMIT, AND ANY CONDITION IMPOSED BY IT, DOES NOT EXEMPT THE HOLDER OF THE PERMIT FROM COMPLYING WITH THE STATUTORY OBLIGATIONS OF ANY RELEVANT LEGISLATION, INCLUDING WATER POLLUTION, AIR POLLUTION, WASTE, FIRE PREVENTION, LITTER, PLANNING & HEALTH & SAFETY LEGISLATION.

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## PART 11 CONDITIONS

## Condition 1 SCOPE OF THE PERMIT

1.1 This Waste Pennit is issued under the Waste Management (Pennit) Regulations 1998 to Murray Waste Recycling Ltd., for lands at Coolatore, Ferns, Co. Wexford

This permit is strictly non-transferable.

1.1.A Any Conditions in this Permit where timeframes have been specified for completion of the items **MUST** be completed as required. However all these works **MUST be completed in full no later than 2 months of the date of granting of this Waste Permit. Written confirmation of same shall be forwarded to Wexford County Council.**

This permit is granted for a period *not exceeding 36 months* from the date of granting.

1.2 This Pennit is for the purposes of pennitting the Principal Activity of Acceptance / Segregation & Recovery of waste & ~~Other~~ Activities of disposal of waste in accordance with S.I. No.. 165, Waste Management (Pennit) Regulations, 1998 and nothing in this pennit shall be construed as negating the pennit holder's statutory obligations or requirements under other enactments or regulations. Note: A Waste Pennit granted under the Waste Management (Pennit) Regulations, 1998 shall remain valid until such time as a decision to Grant a Waste License under Article 34 of the Waste Management (Licensing) Regulations 2004, at which point the Waste Pennit will lapse.

1.3 This Pennit is issued for the Acceptance, Disposal & Recovery of the material detailed in Schedule A: Waste Acceptance.

1.4 Waste activities at the Facility shall be restricted to those listed and described in *Part I: Activities permitted* and authorised by this pennit.

1.5 For the purposes of this pennit, the Facility is the area of lands outlined in red on Drawing No: 2008-253-01-001 Rev. A & received in this office on 30<sup>th</sup> May 2008.

1.6 The proposed site layout, labelled areas & associated infrastructural works therein of the existing facility ***shall be fully completed within 2 months*** of date of Grant. ***Written confirmation of same shall be submitted to the Environmental Enforcement Office of Wexford County Council within 10 weeks of the date of Grant.***

1.7 The Proposed Crushing Area & Associated Materials Storage Bays as outlined in Drawing No: 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May 2008 shall be ***completed and fully operational within 2 months*** of the date of Grant of this Permit. See conditions 4.1.1 to 4.1.4 inclusive.

1.8 All materials shall be accepted ***only*** in the Waste Recycling Building as specified in Drawing No: 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May 2008.

Murray Waste Recycling Ltd.

Page 10 01'39



- 1.9 Waste shall be accepted at the facility, only from customers who are holders of a WASTE COLLECTION PERMIT, unless exempted, under the Waste Management (Collection Permit) Regulations 2007 (as amended).
- 1.10 Only those waste categories and quantities listed in *Schedule A: Waste Acceptance* of this permit shall be accepted at the facility. All materials not complying with Schedule A: shall be transferred to the designated Quarantine Area before being removed from the Facility and disposed of at an authorised facility.
- 1.11 Where new infrastructure at the Facility is proposed, full compliance with Planning Regulations as outlined for this site by Wexford County Council is required and shall be submitted to the Environment Enforcement Section of Wexford County Council within 4 months of the grant of this Waste Permit.
- 1.12 No alternations to in respect of, the activity or any part thereof which may result in changes to the permitted activity shall be carried out or .commenced without prior notice to & without agreement of Wexford County Council.
- 1.13 No Hazardous Wastes or Liquid Wastes shall be accepted at the Facility.
- 1.14 Every plan, programme or proposal submitted to Wexford County Council for its agreement pursuant to any condition of this permit shall include a proposed timescale for its implementation. Wexford County Council may modify or alter any such plan, programme or proposal in so far as it considers such modification or alteration to be necessary and shall notify the permit holder in writing of any such modification or alteration. Every such plan, programme or proposal shall be carried out within the timescale fixed by Wexford County Council but shall not be undertaken without the agreement of Wexford County Council. Every such plan, programme or proposal agreed by the Wexford County Council shall be covered by the conditions of this Waste Permit.
- 1.15 Failure to comply with the specified conditions of this waste permit may result in the withdrawal of the permit and / or prosecution under the Waste Management Acts 1996 - 2008.

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*REASON: To clarify the scope of this permit.*

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## Condition 2 MANAGEMENT OF THE ACTIVITY

### 2.1 Facility Management

- 2.1.1 The Waste Permit Holder shall employ a suitably qualified and experienced Facility manager who shall be designated as the person in charge. The Facility manager or a nominated, suitably qualified and experienced, deputy shall be present on the Facility at all times during its operation.
- 2.1.2 The Waste Permit Holder shall ensure that personnel performing specifically assigned tasks shall be qualified on the basis of appropriate education, training and experience, as required and shall be aware of the requirements of this Waste Permit.

Murray Waste Recycling Ltd.

Page II of 39



- 2.2 The Pennit holder shall ensure that the Facility remains secure while not in use. Any fly tipped material shall be removed from the Facility to an authorised Facility at the expense of the pennit holder. Any occurrence of Fly-Tipping shall be recorded as an incident under Condition 11.2 of this pennit. Suitable arrangements shall be made to ensure that illegal dumping of materials cannot take place at any time.
- 2.3 A copy of the pennit must be kept on Facility at all times.
- 2.4 The Facility shall be adequately manned and supervised at all times. It shall be maintained to the satisfaction of the Council, and adequate precautions shall be taken to prevent unauthorised access to the Facility.
- 2.5 The Pennit Holder shall not allow any over-spill of waste outside the area of Facility.

#### 2.6 Environmental Management System (EMS)

The Waste Pennit Holder shall maintain and continue the EMS as specified in the 2006 EMS Report dated February 2007 submitted per WP/07/06. The Waste Pennit Holder shall submit an updated Proposal for a documented Environmental Management System (EMS) for the facility under WP/08/23 to Wexford County Council for its agreement. Following the agreement of Wexford County Council the Waste Pennit Holder shall establish and maintain such a system. The EMS shall be updated on an annual basis with amendments being submitted to Wexford County Council as part of the AER, for its agreement. The EMS shall include as a minimum the following elements:

##### *Quality of Recovered Waste*

The Permit Holder shall set out a Programme to ensure the quality of recovered wastes are fit for the purposes of further use of this material in other activities. Such Programme shall be submitted within 6 weeks of the date of grant.

##### *Schedule of Environmental Objectives and Targets*

The objectives should be specific and the targets measurable. The Schedule shall address the initial one-year period of this pennit. The Schedule shall include a time-scale for achieving the objectives and targets and shall comply with any other written guidance issued by Wexford County Council.

##### *Environmental Management Plan (EMP)*

The EMP shall include, as a minimum, the following:

- (i) Methods by which the objectives and targets will be achieved in the coming year and the designation of responsibility for targets;
- (ii) Any other items required by written guidance issued by Wexford County Council.

##### *Corrective Action Procedures*

The Corrective Action Procedures shall detail the corrective actions to be taken should any of the procedures detailed in the EMS not be followed.



Awareness and Training Programme

The Awareness and Training Programme shall identify training needs, for personnel who work in, or have responsibility for the Pennitted Facility< The Waste Permit Holder shall ensure that personnel perfonning specifically assigned tasks shall be trained as required. Copies of documentation showing relevant training carried out shall be held on site.

Note: The Report listed below (as submitted with Permit Application WP OS/03) is current & the Procedures outlined in same shall continue as specified in said Report:

Emergency Response Procedure: HS-02 & completed by Fehily Timoney & Co.

2.7 Communications Programme

The Waste Permit Holder shall establish and maintain a Communications Programme to ensure that members of the public can obtain infonnation at the Facility, at all reasonable times, concerning the environmental performance of the Facility. This shall be established within three months of commencement of the activity,

*REASON: To make provision for the proper management of the activity on a planned basis having regard to the desirability of ongoing assessment, recording and reporting of matters affecting the environment.*

Condition 3 FACILITY INFRASTRUCTURE

3.1 The Waste Permit Holder shall establish & complete in full all infrastructure(s) etc. as referred to in this Waste Permit within 2 months of the date of grant of this Permit so as to facilitate the continuance of existing permitted activities or as required by the conditions of this Permit.

3.2 Specified Engineering Works

3.2.2 The Waste Pennit Holder shall submit details & design specifications of the Specified Engineering Works as defined in *Schedule B: Specified Engineering Works* of this waste Permit, to the Wexford County Council for its agreement prior to the intended date of commencement of any such works. No such works shall be carried out without the prior agreement of Wexford County Council.

3.2.3 Silt Settlement pond(s) or alternative system shall be installed immediately. Details/proposals & certified completion of these works shall be submitted to Environment Enforcement Office of Wexford County Council within 6 weeks of the date of grant of this Permit.

3.2.4 The Waste Pennit Holder shall continue to provide and maintain a fully enclosed Waste Recycling Building at the facility as outlined in Drawing No: 2008-253-01-001 Rev A & received to this office on 30<sup>th</sup> May 2008.

3.3 Facility Notice Board

33.1 The Waste Pennit Holder shall *continue to provide and maintain a Facility Notice Board* at the Facility so that it is legible to persons outside the main

Murray Waste Recycling Ltd.



entrance to the facility. The minimum dimensions of the board shall be 1200 mm by 750 mm.

3.3.1 The board shall clearly show:-

- a) the name and telephone number of the facility;
- b) the hours of opening;
- c) the name of the permit holder;
- d) an emergency out of hours contact telephone number;
- e) the permit reference number; and
- f) where environmental information relating to the Facility can be obtained.

### 3.4 Facility Security

The following shall be completed in full within 2 months of the granting of this Permit:

3.4.1 Security and stockproof fencing at the boundaries and gates around the facility shall be installed and maintained. The base of the fencing shall be set in the ground.

3.4.2 The Waste Permit Holder shall remedy any defect in the gates and/or fencing as follows:-

- a) a temporary repair shall be made by the end of the working day; and
- b) a repair to the standard of the original gates and/or fencing shall be undertaken within three working days.

3.4.3 The Permit holder shall submit & confirm the erection & completion of the Palisade fencing (2.4m height) & separate controlled access gate (2.4m height) to be erected for the demarcation of the access track to lands at rear of the facility & the permitted Facility as indicated on Drawing No: 2004-253-01-004 Rev A & received in this office on 30<sup>th</sup> May. Submission of written confirmation of completion of same to the Environmental Enforcement Office of Wexford County Council within 2 months of date of grant of this Permit.

(The Permit Holder shall ensure all other relevant STATUTORY OBLIGATIONS OF ANY RELEVANT LEGISLATION are fully complied with as per the said requirements of 3.4.3).

3.4.4 Fast-action doors shall be installed on all exit / entry points of the waste transfer building. These doors where possible, shall be kept closed.

3.4.5 The Permit Holder shall ensure that the facility is not accessible by the Public at all times.





- 3.4.6 The Permit Holder shall install a CCTV system within 2 months of the granting of the Permit which record all truck movements into & out of the Facility. The CCTV system shall be operated at all times & copies of recording kept on site & made available to Wexford County Council on request. The Permit Holder *shall submit a report* upon installation of the system detailing the specification and operation of the system. The report shall be submitted to the Environment Enforcement Office of Wexford County Council *no later than 3 months* of the granting of the Permit.
- 3.5 Facility Roads and Hard-standing
- 3.5.1 Effective Permanent Facility roads shall be provided and maintained to ensure the safe movement of vehicles within the Facility.
- 3.5.2 The Permit Holder shall *confirm in writing* to the Environment Enforcement Office of Wexford County Council the completion of the concreted Hardstanding area, the Hardcore stoned area & tarmac areas within 2 months of the date of the granting of this Permit as outlined in Drawing No: 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May 2008.
- 3.6 Facility Entrance
- 3.6.1 The entrance to the Facility should be such, e.g. concrete, hardcore material to minimise dirt on the public roads.
- 3.6.2 The entrance to the Facility shall be as specified in accordance with the conditions of Planning Permission Controls in the interest of traffic safety on the public carriageway.
- 3.6.3 In accordance with regulations, roadside hedgerows are to be maintained so as to provide maximum visual sightlines at the entrance of the Facility.
- 3.6.4 The gates to the Facility shall be locked when the Facility is unmanned.
- 3.7 Facility Office
- 3.7.1 The Waste Permit Holder shall provide and maintain an office at or adjacent to the Facility.
- 3.7.2 The office shall be constructed and maintained in a manner suitable for the processing and storing of documentation.
- 3.7.3 The Waste Permit Holder shall provide and maintain a working telephone and a method for electronic transfer of information at the facility.
- 3.8 Waste Inspection and Quarantine Areas
- 3.8.1 In the event of unpermitted waste arriving at the Facility, arrangements shall be made to remove this waste within 24 hours.



- 3.8.2 Within the Waste Recycling Building the following *PERMANENT AREAS* shall be provided and maintained at the Facility; Waste Inspection Area, Waste Quarantine Area and Waste Storage Area. These areas shall be clearly identified and segregated from each other and shall be constructed and maintained in a manner suitable and be of a size appropriate, for the inspection of waste and subsequent quarantine if required. *A revised drawing of the Waste Recycling Building showing the Waste Inspection, Waste Quarantine and Waste Storage Areas shall be submitted to the Environment Enforcement Office of Wexford County Council within 2 months of the date of Grant of this Permit.*
- 3.8.3 Drainage from these areas shall be directed to the Storage Tank as specified in Condition 3.9.2.
- 3.9 Drainage Network
- 3.9.1 All existing on-Facility drainage is to be protected.
- 3.9.2 All on-site Facility drainage networks (ie. Surface water discharge points, pipe works etc.) are to be surveyed. *Drawings and written confirmation of definitive completion dates for installation and operation of same are to be submitted to the Environment Enforcement Office of Wexford County Council within 2 months of date of grant of this Permit.*
- 3.9.3 Proposals for the provision of additional surface water drainage at the rear of the site shall be provided as part of the survey of the on site Facility drainage networks and *confirmation of definitive completion date for installation and operation of same are to be submitted to the Environment Enforcement Office of Wexford County Council within 3 months of the date of grant of this Permit.*
- 3.9.4 The on-site Facility drainage networks shall be inspected regularly, cleaned as necessary and shall be properly maintained at all times.
- 3.9.5 Installation of a leachate storage tank and associated drainage network to be completed *within 2 months of the date of grant of this Permit. Written confirmation of completion of this task is to be submitted to the Environment Enforcement Office of Wexford County Council.*
- 3.9.6 The Permit Holder shall carry out cleaning of the existing watercourse identified at the site *within 2 months of the date of grant of this Permit. Written confirmation of completion of this task is to be submitted to the Environment Enforcement Office of Wexford County Council.* A 10m buffer zone *must be maintained* between the Facility and watercourse where possible.
- 3.10 Weighbridge & Truck Wash
- 3.10.1 The Permit Holder shall provide and maintain a Weighbridge and truck wash at the Facility.



### 3.11 Waste handling, ventilation and processing plant

3.11.1 During the continuance of waste activities the Waste Permit Holder shall provide a report for the agreement of Wexford County Council detailing the duty and standby capacity in tonnes per day, of all waste handling and processing equipment to be used at the facility. These capacities shall be based on the permitted waste intake, as per *Schedule A: Waste Acceptance*, of this permit.

3.11.2 The quantity of waste to be accepted at the facility on a daily basis shall not exceed the duty capacity of the equipment at the facility. Any exceedance of this intake shall be treated as an incident.

### 3.12 Wastewater Treatment System

3.12.1 The Permit Holder shall continue to maintain a Wastewater Treatment Plant at the facility/installation for the treatment of sanitary effluent arising on site. Any percolation area shall satisfy the criteria set out in the Wastewater Treatment Manual published by the EPA.

3.12.2 Trade effluent stored in the on-site storage tank shall be tankered off-site in fully enclosed road tankers to an agreed Wastewater Treatment Plant & disposed of there.

### 3.13 Tank and Drum Storage Areas

3.13.1 All tank and drum storage areas shall be rendered impervious to the materials stored therein.

3.13.2 All tank and drum storage areas shall, as a minimum, be bunded, either locally or remotely, to a volume not less than the greater of the following:-

- a) 110% of the capacity of the largest tank or drum within the bunded area;
- OR
- b) 25% of the total volume of substance, which could be stored within the bunded area.

3.13.3 All drainage from bunded areas shall be diverted for collection and safe disposal off-site.

3.13.4 All inlets, outlets, vent pipes, valves and gauges must be within the bunded area.

3.13.5 The integrity and water tightness of all the bunds and their resistance to penetration by water or other materials stored therein shall be confirmed by the Permit Holder and shall be reported to Wexford County Council following its installation and prior to its use as a storage area. This confirmation shall be repeated at least once every two years thereafter and reported to Wexford County Council as part of the AER.

3.13.6 The Permit Holder shall have in storage on the site an adequate supply of containment booms and tor suitable absorbent material to contain & absorb and spillage at the facility. Once used the absorbent materials shall be disposed of at an appropriate facility.



3.14 Replacement of Infrastructure

3.14.1 Monitoring infrastructure, which is damaged or proves to be unsuitable for its purpose shall be replaced within 3 months (or such shorter time as is deemed necessary by Wexford County Council) of it being damaged or recognised as being unsuitable. All such incidences are to be reported as per Condition 11.2.

**REASON:** To provide appropriate infrastructure for the protection of the environment.

**Condition 4 FACILITY OPERATIONS**

4.1 Waste Acceptance and Characterisation Procedures

Construction and Demolition Waste

<p>4.1.1 The unprocessed/untreated Construction &amp; Demolition Waste identified at the site during the site visit by Wexford County Council personnel on 2<sup>nd</sup> December 2008 shall be <u>processed within 6 weeks</u> of the date of Grant.</p> <p>4.1.2 The proposed Construction and Demolition Storage and Processing Areas as outlined in Drawing No. 2008-253-01-001 Rev A &amp; received in this office on 30<sup>th</sup> May 2008 shall be completed and fully operational within 2 months of the date of grant of this Permit. <u>Written confirmation of same is to be submitted to the Environmental Enforcement Office of Wexford County Council within 10 weeks of date of grant of this Permit.</u></p>
<p><i>This infrastructure shall at a minimum comprise the following:</i></p> <ul style="list-style-type: none"> <li>➤ A suitable Crushing Machine;</li> <li>➤ Collection &amp; disposal infrastructure for all run-off;</li> <li>➤ Appropriate bunding to provide visual &amp; noise screening;</li> <li>➤ All stockpiles shall be adequately contained to minimise dust generation;</li> <li>➤ Labelled Storage Bays for both Unprocessed &amp; Processed C &amp; D wastes/materials.</li> </ul>
<p>4.1.3 The proposed Construction and Demolition Storage and Processing Areas as outlined in Drawing No. 2008-253-01-001 Rev A &amp; received in this office on 30<sup>th</sup> May 2008 <i>shall be clearly identified and segregated from each other.</i> They shall be suitably constructed and of an appropriate size for the intended use.</p> <p>4.1.4 Construction and Demolition Waste accepted at the Facility <i>must be transferred</i> to the designated Construction and Demolition Storage Area as outlined in Drawing No. 2008-253-01-001 Rev A &amp; received in this office on 30<sup>th</sup> May 2008. Construction and Demolition Waste accepted at the Facility <i>must only be processed</i> in the designated Construction and Demolition Crushing Area as outlined in Drawing No. 2008-253-01-001 Rev A &amp; received in this office on 30<sup>th</sup> May 2008.</p>

- 4.1.5 Construction and Demolition Waste accepted at the Facility *shall not be used as hardcore at the Facility* until certified by a suitably qualified Engineer. A copy of this Certification MUST be submitted to the Environment Enforcement Office of Wexford County Council BEFORE the material may be used at the Facility.
- 4.1.6 Engineering Graded Materials arising from Recovered Construction & Demolition Waste Types at the site shall not be transported from the site until certification from a suitably qualified Engineer is received & documented in the AER - Condition 10.

#### All Other Waste

- 4.1.7 All other waste processing & storage (other than Construction & Demolition Waste) shall be carried out inside the *Waste Recycling Building*.
- 4.1.8 The Permit Holder *shall continue the existing procedure for waste acceptance at the facility* (incorporating the 'Waste Acceptance Procedure for Murray Waste Recycling Ltd.'). as received in this office on 30<sup>th</sup> May 2008 in Appendix C - section 12 Flow Diagram of Processes.
- 4.1.9 The Permit Holder shall review on an annual basis the detailed written procedures for the acceptance and handling of the wastes as per *Schedule A: Waste Acceptance*.
- 4.1.10 All Mixed Dry Recyclable Waste Streams shall be deposited in a specially designated area following segregation before being sent for onward recovery. This designated area shall be of an appropriate size for the intended use.
- 4.1.11 All Municipal Waste Streams shall be deposited in a specially designated area following segregation before being sent for onward recovery. This designated area shall be of an appropriate size for the intended use.
- Note: Mixed Dry Recyclable Wastes and Municipal Wastes shall not be deposited together in the same area.*

#### Strictly Prohibited Activity

- 4.1.12 *-THE DRY RECYCLABLE WASTES & THE MUNICIPAL WASTES SHALL UNDER NO CIRCUMSTANCE BE EITHER STORED, SEGREGATED, PROCESSED OR LOADED FROM THE SAME LOADING BAY OR STORAGE BAYS WITHIN THE WASTE RECYCLING BUILDING.*
- ALL ORGANIC WASTE STREAMS SHALL BE ADEQUATELY STORED AS TO AVOID CROSS CONTAMINATION - SUCH DETAILS SHALL BE SUBMITTED WITHIN 6 WEEKS OF THE DATE OF GRANT.*
- 4.1.13 Waste arriving at the facility shall be inspected at the point of entry to the facility and subject to this inspection, weighed, documented and directed to the Waste Processing Building. Each load of waste arriving at the Waste Recycling Building shall be inspected upon tipping within this building. Only after such inspections shall the waste be processed for disposal or recovery.



- 4.1.14 Mixed Solid Wastes shall be loaded & transferred for onward disposal *within 48 hrs of acceptance* to the facility. Alternative proposals maybe submitted to Wexford County Council for approval. Details of such movement/transport timeframes shall be documents in the AER.
- 4.1.15 *The Permit Holder shall install and maintain adequate waste segregation equipment at the Facility. A suitable Trommel & Picking Line shall be installed within the existing Recycling Building, within 2 months of the date of grant of this Permit. Written confirmation of the installation & operation of same MUST be submitted in writing to the Environment Enforcement Office of Wexford County Council within 10 weeks of the date of grant of this Permit.*
- 4.1.16 Any waste deemed unsuitable for processing at the Facility and / or in contravention of this Waste Permit shall be immediately separated and removed from the facility at the earliest possible time (<48 hrs). Temporary storage of such wastes shall be in a designated Waste Quarantine Area. Waste shall be stored under appropriate conditions in the quarantine area to avoid putrefaction, odour generation, the attraction of vermin and any other nuisance or objectionable condition. Such waste shall be recorded and disposed of at a suitable licensed or permitted facility. Details of this waste transfer and acceptance shall be notified to the Environment Enforcement Office of Wexford County Council.
- 4.1.17 The Permit Holder shall ensure that waste in advance, of transfer to another person shall be classified packaged & labelled in accordance with National, European & other standards which are in force in relation to such labelling.
- 4.1.18 A record of all inspections of incoming waste loads shall be maintained.
- 4.1.19 No waste classified as Green List Waste in accordance with the EU Transfrontier Shipment of Waste Regulations (Council Regulation EEC No: 259/1993, as amended) shall be consigned without prior written agreement with Wexford County Council.
- 4.1.20 Waste shall be accepted at the facility only from known customers or new customers subject to initial waste profiling and waste characterisation off-site. The written records of this off-site waste profiling and characterisation shall be retained by the Permit Holder for all active customers and for a two year period following termination of Permit Holder/customer agreements. There shall be no casual public access to the facility.
- 4.1.21 Wastes from Electronic & Electrical Equipment shall not be accepted at this Facility. Wexford County Council shall review the acceptance of wastes from Electronic & Electrical Equipment in the futnre.
- 4.1.22 Items of plant deemed critical to the efficient & adequate processing of waste at the facility ( including inter alia waste loading vehicles & ejector trailers) shall be provided on the following basis:
- (a) 100% duty capacity;
  - (b) 20% standby capacity available on a routine basis; &



(c) Provisions of contingency arrangements *&lor* back up spares in the case of breakdown of critical equipment.

#### 4.2 Waste Acceptance Hours and Hours of Operation

4.2.1 Waste shall be accepted at the Facility only between the hours of 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday.

4.2.2 Waste shall not be accepted at the Facility on Sundays or on Bank Holidays.

4.3 Written records of all inspections of incoming waste loads shall be maintained & shall not exceed the duty capacity of the equipment at the Facility. These details shall be submitted as part of the Annual Environmental Report.

4.4 Waste Management (Collection Permit) Regulations 2007 (as amended).

4.4.1 All vehicles shall comply with Waste Management (Collection Permit) Regulations 2007 (as amended).

4.4.2 The transporters of waste arriving and leaving the Facility shall hold a Waste Collection Permit in accordance with S.I. 402, Waste Management (Collection Permit) Regulations 2007 (as amended) issued by the nominated local authority in whose functional area the waste is being collected.

4.4.3 Suitable records of all vehicles entering and depositing material at the Facility shall be kept in strict accordance with Condition 4.3 above.

4.5 No skips, open containers, compactors or dump-trucks shall deposit waste on the Facility. All vehicles using the Facility shall be covered. Any vehicle not complying with this may be subject to an on the spot fine of €125 in accordance with Section 4 of the Litter Act 1997.

#### 4.6 Operational Controls

4.6.1 All waste vehicles leaving the Facility shall be washed in the wheelwash system.

4.6.2 Water in the wheelwash shall be recycled water and there will be no discharge from the wheelwash. Solids from the wheelwash system shall be collected and disposed of appropriately on a regular basis. *Written records of such procedures must be maintained and submitted to Environment Enforcement Office of Wexford County Council within 28 days of the granting of this permit.*

4.6.3 Scavenging shall not be permitted at the facility.

4.6.4 The permit holder shall provide and use adequate lighting during the operation of the Facility in hours of darkness.

4.6.5 All tank, container & drum storage areas shall be rendered impervious to the materials stored herein, Bunds shall be designed having regard to the EPA guidelines' Storage & Transfer of Materials for Scheduled Activities' - 2004.

4.6.6 All tank & drum storage areas shall be banded either locally or remotely, to a volume not less that the greater of the following: -

- 110% of the capacity of the largest tank or drum within the banded area.



- Or 25% of the total volume of substance which could be stored within the bunded area.
- The Permit Holder shall have in storage an adequate supply of containment booms and/or suitable absorbent materials to contain & absorb any spillage at the facility.

4.6.7 The drain located in the Loading Bay in the Waste Recycling Building MUST be regularly inspected and cleaned as needed to ensure no blockages occur. Records of the inspections and cleaning carried out MUST be maintained at the Facility and submitted as part of Uke annual AER Report.

#### 4.7 Silt Traps & Oil Separators

4.7.1 The Permit Holder shall continue to maintain silt traps and oil separators at the facility to ensure all storm water discharges from the Facility to the associated separators in accordance with IS EN 858-2:2003.

#### 4.8 Dust/Odour Control

4.8.1 The Permit Holder shall provide and maintain adequate measures for the control of the odours & dust emissions, including fugitive dust emissions from the Facility.

#### 4.9 Off-site Disposal and Recovery

4.9.1 Waste sent off-site for recovery or disposal shall be conveyed only by an authorised waste contractor notified in advance to Wexford County Council. Records of such movement shall be maintained on site for inspection by Wexford County Council.

4.9.2 All waste transferred from the facility shall be transferred only to an appropriate facility notified in advance to Wexford County Council. Records of such movements shall be maintained on site for inspection by Wexford County Council.

4.9.3 All wastes removed off-site for recovery or disposal shall be transported from the facility to the consignee in a manner, which will not adversely affect the environment.

#### 4.10 Maintenance

4.10.1 All treatment/abatement and emission control equipment shall be calibrated and maintained, in accordance with the instructions issued by the manufacturer/supplier or installer. Written records of the calibrations and maintenance shall be made and kept by the Permit Holder.

4.10.2 The Permit Holder shall maintain and clearly label and name all sampling and monitoring locations.

4.10.3 The Permit Holder shall maintain waste processing equipment in accordance with the manufacturer's instructions.





4.10.4 Maintenance contracts for critical equipment used in processing and environmental control at the Facility (for example, Oil Interceptor, Wastewater Treatment Plant etc.) *shall be put in place within 2 months* of the date of grant of this Permit. Preventative Maintenance shall be carried out on critical equipment on a yearly basis. *Records of all PM carried out on critical equipment shall be maintained at the Facility and provided as part of the Annual Environmental Report submitted to the Environment Enforcement Office of Wexford County Council.*

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*REASON: To provide for appropriate operation of the Facility to ensure protection of the environment.*

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## Condition 5 RESTORATION AND AFTERCARE

- 5.1 The Permit Holder shall notify Wexford County Council concerning the temporary/permanent cessation of activities at the Facility. In any event, this notification shall be submitted at least 6 months prior to the final expiration of the permit covering this Facility.
- 5.2 Following termination, or planned cessation for a period greater than 6 months, of use or involvement of all or part of the site in the permitted activity, the permit holder shall, to the satisfaction of Wexford County Council, decommission, render safe or remove for disposal/recovery, any soil, subsoils, buildings, plant or equipment, or any waste, materials or substances or other matter contained therein or thereon, that may result in environmental pollution. The Permit Holder shall carry out such tests, investigation or submit certification, as requested by Wexford County Council, to confirm that there is no risk to the environment.
- 5.3 The applicant remains responsible for the proper nuisance free operation of all drainage systems on Facility, and for ensuring that no pollution of groundwater shall occur at any time as a result of the proposed waste recovery/disposal operations.
- 5.4 The Permit Holder shall notify the Environment Enforcement Office at Wexford County Council should the transfer of the Facility from a permitted activity to a licensable activity by the EPA occur under Article 3 of the Waste Management (Facility Permit and Registration) Regulations 2007 (as amended).

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*REASON: To provide for the restoration of the facility.*

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## Condition 6 EMISSIONS

- 6.1 The Permit Holder shall ensure that the activities shall be carried out in a manner such that emissions do not result in significant impairment of, or significant interference with the environment beyond the Facility boundary.

## 6.2 Noise

No noise emissions from the Facility shall exceed the emission limit values specified in *Schedule C.1: Noise Emissions*. There shall be no clearly audible tonal component or impulsive component in the noise emissions from the activity at noise sensitive locations.

## 6.3 Dust Control

In dry weather, Facility roads and any other areas used by vehicles shall be sprayed with water when required to minimise airborne dust nuisance. Dust levels shall not exceed  $350\text{mg}/\text{m}^2/\text{day}$  as specified in *Schedule C3: Dust Deposition Limits*.

*REASON: To control emissions from the Facility and provide for the protection of the environment & to provide for the requirements of Wexford County Council in accordance with Section 52 of the Waste Management Acts 1996- 2008.*

## Condition 7 NUISANCE CONTROL

7.1 The Permit Holder shall ensure that dust, litter and odours do not give rise to nuisance at the Facility or in the immediate area of the facility. Any method used to control any such nuisance shall not cause environmental pollution.

7.2 **All traffic to the Facility shall comply as follows:**

- \* Suitable advance road warning signage of the location of the facility shall be erected on the public Roadway within 2 months of the date of grant of this Permit.
- \* Any damage to the road pavement immediately outside the Facility on the Public Road or the immediate vicinity of the Facility, shall be made good to the satisfaction of the Area Engineer.
- \* The public road shall be cleaned and swept by power washer and suction sweeper respectively, during haulage operations. Sweeper/cleaning equipment should be present on carriageway at all times during haulage operations.
- \* All vehicles leaving the Facility shall have their wheels washed in the wheel cleaning system prior to departing the Facility.

WRITTEN CONFIRMATION OF THE ITEMS LISTED IN CONDITION 7.2 ABOVE, SHALL BE SUBMITTED TO THE ENVIRONMENT SECTION OF WEXFORD COUNTY COUNCIL WITHIN 10 WEEKS OF GRANT OF PERMIT.

## 7.3 Roads

7.3.1 The road network in the vicinity of the Facility shall be kept free from any debris caused by vehicles entering or leaving the facility. Any such debris or deposited dust, grit, untidiness, and other nuisances during the course of the works, which would result in a significant impairment of or a significant interference, with amenities or the environment beyond the Facility boundary, shall be removed without delay.

7.3.2 The permit holder shall take adequate steps to ensure that no material of any sort can fall or be blown from vehicles delivering waste to the Facility.

Murray Waste Recycling Ltd.



- 7.3.3 No storm water shall run onto public roads from the Facility at any stage. Adequate provision should be made to deal with storm water within the Facility.
- 7.3.4 Vehicles shall **not** be allowed to queue or park on the public road (or other routes). Provision shall be made within the confines of the Facility for turning of vehicles. Car parking spaces shall be provided for all staff and visitors to the Facility, on a durable surface within the curtilage of the Facility.
- 7.3.5 All vehicles relating to the facility shall be parked in a designated 'Parking Area' within the Curtilage of the site. Such vehicles shall dispose of the waste load in accordance with the 'Waste acceptance Procedures' in Condition 4.4 of this Pennit.

**7.4 Litter Control**

- 7.4.1 All loose litter or other waste, placed on or in the vicinity of the Facility, other than in accordance with the requirements of this Waste Pennit, shall be removed, subject to the agreement of the landowners, immediately & in any event by 10am of the next working day after such waste is discovered.
- 7.4.2 The Pennit Holder shall ensure that all vehicles delivering waste to and removing waste and materials from the Facility are appropriately covered.

7.5 The pennit holder shall ensure that waste activities on the Facility shall be carried out in such a manner so as not to have an adverse effect on the drainage of adjacent lands, on watercourses, on field drains or any other drainage system including the public roadway.

**7.6 Dust Control**

7.6.1 In the event any excessive dust emissions, associated with waste being processed / stored at the facility is detected, the Pennit Holder shall take immediate and necessary actions to prevent it becoming a nuisance. All such incidents and interventions should be documented as per Condition 11.2.

**7.7 Vermin and Pest Control**

All waste shall be handled and stored in such a manner, so as to reduce the likelihood of nuisance being caused by venin, birds, flies or other pests.

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**REASON:** *To provide for the control of nuisances*

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**Condition 8 MONITORING**

- 8.1 The Pennit Holder shall carry out such monitoring and at such locations and frequencies as set out in Schedule D: Monitoring of this pennit.
- 8.2 The Pennit Holder shall amend the frequency, locations, methods and scope of monitoring as required by this permit only upon the written instruction of Wexford County Council and shall provide such information concerning such amendments as may be requested in writing by Wexford County Council. Such alterations shall be carried out within any timescale nominated by Wexford County Council.



### 8.3 Odourillust Moutoring

- 8.3.1 Dust and noise shall be monitored at the locations and for the frequencies and parameters set out in Schedule C Emission Limits and Schedule D: Monitoring of this permit.
- 8.3.2 All waste for disposal stored overnight at the facility, shall be stored in suitably covered & enclosed containers, & shall be removed from the facility within 48 hours, except at Public Holidays weekends. At Public Holidays weekends, waste for disposal shall be removed within 72 hours of its arrival on site.

### 8.4 Noise Monitoring

- 8.4.1 The first noise monitoring event shall be carried out within 2 months of commencement of operations at the facility.
- 8.4.2 Monitoring shall be carried out at the locations and for the parameters outlined in Schedule D - Monitoring.
- 8.4.3 Representative operations shall be carried out (and shall be documented) during the monitoring event.
- 8.4.4 Where more than one 30 minute sampling period is required in order to adequately assess the noise emissions from operation of various equipment, the Facility operations occurring shall be similar between the sampling periods and shall be documented as part of the monitoring event.
- 8.4.5 Based on these monitoring results the permittee shall assess the effectiveness of existing noise attenuation measures and shall recommend further measures if necessary (e.g. bunding, noise screening fences, relocating machinery, changes to machinery / operations, etc.). This shall be reported to Wexford County Council as part of the initial noise monitoring event, within four months of commencement of operations, and any additional monitoring works required shall be carried out as directed by Wexford County Council.

8.5 Monitoring and analysis equipment shall be operated and maintained in accordance with the manufacturers' instructions so that all monitoring results accurately reflect any emission, discharge or environmental parameter.

8.6 The Permit Holder shall provide safe and permanent access to all on-Facility sampling and monitoring points and to off-Facility points as required by Wexford County Council.

8.7 The Permit Holder shall maintain all sampling and monitoring points, and clearly label and name all sampling and monitoring locations, so that they may be used for representative sampling and monitoring.

8.8 All monitoring results shall include the names, qualifications and a summary of relevant experience of all persons carrying out sampling, monitoring and result interpretation as required by this permit.

### 8.9 Nuisance Monitoring

8.9.1 The Permit Holder shall, at a minimum of one week intervals, inspect the Facility and its immediate surrounds for nuisances caused by litter, vermin, birds, flies, mud, dust and 'odours. These inspections shall be recorded.



8.10 Surface Water Monitoring

- 8.10.1 The Permit Holder shall carry out surface water monitoring at the locations set out in Schedule D: Monitoring of this Waste Permit.
- 8.10.2 A 10m buffer zone shall be maintained between the Facility and the watercourse identified at the site where possible (see Condition 3.9.6).

**REASON:** *To ensure compliance with the conditions of this Waste Permit by provision of a satisfactory system of monitoring of emissions.*

8.11 Flora & Fauna

- 8.11.1 The Permit Holder shall *confirm in writing* to the Environment Enforcement Office of Wexford County Council definitive dates for the completion of the Landscaping Proposals for the Facility as specified in Drawing No. 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May. *The dates for completion MUST be within 3 months of the date of Grant of this Permit.*
- 8.11.2 All existing boundary hedgerows & trees are to be retained.

**REASON:** *To control emissions & nuisances from the Facility, provide for the protection of the environment and to provide for the requirements of Wexford County Council in accordance with Section 52 of the Waste Management Acts 1996- 2008.*

**Condition 9 CONTINGENCY ARRANGEMENTS**

9.1 In the event of an incident Permit Holder shall immediately:-

- a) Identify the date, time and place of the incident;
- b) Contact Wexford County Council, Environment Enforcement Section, 053-9176684.
- c) Carry out an immediate investigation to identify the nature, source and cause of the incident and any emission arising there from;
- d) Isolate the source of any such emission;
- e) Evaluate the environmental pollution, if any, caused by the incident;
- f) Identify and execute measures to minimise the emissions/malfunction and the effects thereof;
- g) Provide a proposal to Wexford County Council for its agreement within one month of the incident occurring to:-
  - i) identify and put in place measures to avoid reoccurrence of the incident; and
  - ii) identify and put in place any other appropriate remedial action.

**REASON:** *To provide for immediate action in the event of contamination taking place*



## Condition 10 RECORDS

- 10.1 The Permit Holder shall keep the following documents at the Facility office:-
- the current Waste Permit relating to the facility;
  - the previous year's AER for the facility; and
  - all written procedures produced by Permit Holder, which relate to the permitted activities.
- 10.2 The Permit Holder shall maintain a written record for each load of waste arriving at and departing from the facility. The Permit Holder shall record the following:-
- the date;
  - the name of the carrier (and if appropriate, the waste carrier registration details);
  - the vehicle registration number;
  - the name of the producer(s)/collector(s) of the waste as appropriate;
  - the name of the waste Facility (if appropriate) from which the load originated including the Waste Licence or Waste Permit Register Number;
  - a description of the waste including the associated EWC codes;
  - the quantity of the waste, recorded in tonnes;
  - the name of the person checking the load;
  - where loads or wastes are removed or rejected, details of the date of occurrence, the types of waste and the Facility to which they were removed; and
  - where applicable a Consignment Note number (including Transfrontier Shipment Notification and movement/tracking form numbers, as appropriate).
  - The proposed '**Tracking Form**' as received in this office on the 09<sup>th</sup> April 2008 shall be amended to incorporate items a) - j) above.
- 10.3 **Written Records**
- The following written records shall be maintained by the Permit Holder:-
- the types, quantities and destination of waste sent off-Facility from the Facility for recovery/disposal each year. These records shall include the relevant EWC Codes;
  - all training undertaken by Facility staff; and
  - details of all nuisance inspections.
- 10A The Permit Holder shall maintain a written record of all complaints relating to the operation of the activity. Each such record shall give details of the following:-
- date and time of the complaint;
  - the name of the complainant;
  - details of the nature of the complaint;
  - actions taken on foot of the complaint and the results of such actions; and,
  - the response made to each complainant.

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*REASON: To provide for the keeping of proper records of the operation of the facility*

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## Condition 11 REPORTS AND NOTIFICATIONS

11.1 Unless otherwise agreed by Wexford County Council, all reports and notifications submitted to Wexford County Council shall:-

- a) be sent to the Environment Section of Wexford County Council Headquarters;
- b) comprise one original and three copies unless additional copies are required;
- c) be formatted in accordance with any written instruction or guidance issued by Wexford County Council;
- d) include whatever information as is specified in writing by Wexford County Council;
- e) be identified by a unique code, indicate any modification or amendment, and be correctly dated to reflect any such modification or amendment;
- f) be submitted in accordance to the relevant reporting frequencies specified by this Permit, such as in *Schedule E: Recording & Reporting to Wexford County Council*, of this Waste Permit;
- g) be accompanied by a written interpretation setting out their significance in the case of all monitoring data; and
- h) be transferred electronically to Wexford County Council computer system if required by Wexford County Council.

11.2 In the event of an incident occurring on the facility, the Permit Holder shall:-

- a) notify Wexford County Council as soon as practicable and in any case not later than 10.00 am the following working day after the occurrence of any incident;
- b) submit a written record of the incident, including all aspects described in Condition 9.I(a-f), to Wexford County Council as soon as practicable and in any case within five working days after the occurrence of any incident;
- c) in the event of any incident which relates to discharges to surface water, notify the Eastern Regional Fisheries Board and the Sanitary Authority as soon as practicable and in any case not later than 10:00am on the following working day after such an incident; and
- d) Should any further actions be taken as a result of an incident occurring, the Permit Holder shall forward a written report of those actions to Wexford County Council as soon as practicable and no later than five days after the initiation of those actions.

### 11.3 Monitoring Locations

11.3.1 The Permit Holder shall maintain at the Facility, scaled drawing(s) showing all the monitoring locations that are stipulated in this Permit. The drawing(s) shall include the reference code of each monitoring point.

### 11.4 Annual Environmental Report

The Permit Holder shall submit to Wexford County Council for its agreement, by 28<sup>th</sup> day of February each year, an Annual Environmental Report (AER) in relation to such activities in the preceding calendar year.



The AER shall include as a minimum the information specified in *Schedule F: Content of Annual Environmental Report*, or as agreed with Wexford County Council

- 11.5 The permit holder shall notify Wexford County Council within seven days of-
- a. the imposition of any requirement on that person by order under Section 57 or 58 of the Waste Management Act 1996 to 2008 or
  - b. any conviction of that person for an offence prescribed under Section 34(5) or 40(7) of the Waste Management Act 1996 to 2008.

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*REASON: To provide for proper reporting and notification to the Local Authority.*

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## Condition 12 CHARGES AND FINANCIAL PROVISIONS

- 12.1 The Permit Holder shall pay to Wexford County Council an annual contribution of **€5,000.00 (Five thousand Euro)** or such sum as Wexford County Council from time to time determines, towards the cost of monitoring the activity or otherwise in performing any functions in relation to the activity, as Wexford County Council considers necessary for the performance of its functions under the Waste Management Act 1996-2008. Permit Holder shall in 2009 and subsequent years, not later than January 31 of each year, pay to Wexford County Council this amount updated in accordance with changes in the Public Sector Average Earnings Index from the date of the Waste Permit to the renewal date. The updated amount shall be notified to the Permit Holder by Wexford County Council. For 2009, the Permit Holder shall pay a *pro rata* amount from the date of this Waste Permit to 31<sup>st</sup> December. This amount shall be paid to Wexford County Council within one month of the date of grant of this permit.
- 12.2 In the event that the frequency/extent of monitoring or other functions carried out by Wexford County Council needs to be increased the Permit Holder shall contribute such sums as determined by Wexford County Council to defraying its costs in regard to items not covered by the said annual contribution.
- 12.3 The Permit Holder shall provide a cash deposit or a bond of an insurance company or other security in the amount of **€35,000.00 (Thirty Five Thousand Euro)**. This financial provision shall be utilised to defray any costs that maybe incurred by Wexford County Council for Waste Transfer, Waste Disposal, Waste Treatment, Waste Recovery etc, at this Facility & to satisfy the requirements of Condition 5 - Restoration and Aftercare Plan.

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*REASON: To provide for adequate financing for monitoring and financial provisions for measures to protect the environment,*

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**SCHEDULE A - WASTE ACCEPTANCE**

**TABLE A.1 WASTE CATEGORIES AND QUANTITIES**

**TOTAL**

Non-Hazardous commercial & industrial sorted dry recyclable wastes & wastes for disposal including Note 1 Household Non-Hazardous Commercial Non-Hazardous C & D Waste Non-Hazardous Industrial Waste		<ul style="list-style-type: none"> <li>**Less than 5,000 tonnes (Maximum) of waste for <i>Disposal</i></li> <li>**Less than 16,000 tonnes approx., of recyclable materials for <i>Recovery</i> for acceptance at the Facility</li> </ul>
EWC Code: As specified in Table 1 of Appendix A - Description of Waste Types and Quantities Proposed to be accepted at the Facility & dated 30 <sup>th</sup> May 2008.		
<b>TOTAL</b>		..See column on right
EWCCode	Description	
020104	Waste Plastic (except packaging)	
1501 01	Paper and Cardboard Packaging	
150102	Plastic Packaging	
150103	wooden packaging	
150104	metallic packaging	
150105	composite packaging	
150106	mixed packaging	
150107	glass packaging	
150109	textile packaging	
150203	Absorbents, filter materials, wiping cloths & protective clothing other than those mentioned in 15 02 02	
160120	Glass (Windscreens)	
160106	Not Acceptable - See Note 2	
160117	Ferrous Metals	
160119	Plastic	
17 01 01	Concrete	
170102	Bricks	
17 01 03	Tiles & ceramics	
170107	Mixture of concrete, bricks, tiles & ceramics other than those mentioned in 170106	
17 03 02	Bituminous mixtures containing other than those mentioned in 17 03 01	
170201	Concrete	
170202	Glass	
170203	Plastic	
170401	Copper, bronze & brass	
170402	Aluminium	
170403	Lead	



170407	Mixed Metals	
170404	Zinc	
17 0405	Iron & steel	
170406	Tin	
170411	Cables other than those mentioned in 17 0410	
17 05 04	Soil & stones other than those mentioned in 170503	
170506	Dredging spoil other than those mentioned 170503	
170508	Track ballast other than those mentioned in 17 05 07	
17 06 04	Insulation materials other than those mentioned in 17 06 01 & 17 06 03	
170802	Gypsum-based construction materials other than those mentioned in 170801	
17 0904	Mixed construction & demolition wastes other than those mentioned in 170901,170902, & 170903	
19 1201	paper and cardboard	
191202	ferrous metal	
19 1203	non-ferrous metal	
191204	plastic and rubber	
191205	glass	
191207	wood other than that mentioned in 19 1206	
19 1208	Textiles	
19 12 12	Other wastes (including mixtures of materials) from mechanical treatment of wastes other than those mentioned in 191211	
200101	Paper & cardboard	
200102	Glass	
2001 08	Biodegradable Kitchen & canteen waste.	
200110	clothes	
200111	textiles	
200138	wood other than that mentioned in 20 0137	
200139	plastics	
200140	metals	
200199	Other fractions not otherwise specified	
200201	Biodegradable waste	
200202	Soil & stones	
200203	Other non-biodegradeable wastes	
200301	Mixed Muncipal Waste	
200302	Waste from markets	

Note 1: Other dry-recyclables may be acceptable *subject to prior written agreement* with Wexford County Council.



No additional waste types for disposal shall be accepted at this Facility as the Facility is accepting maximum tonnage permitted under SI 165 of 1998 - Waste Management (permit Regulations) 1998.

Note 2: The necessary storage for EWC 160106 (End Of Life Vehicles) has not been provided for at this facility. Acceptance of this of this Waste Code *shall not commence* until written approval for same is given by Wexford County Council.

Note 3: Other Waste Materials may be acceptable *subject to prior written agreement* with Wexford County Council.

Note 4: The individual limitation on waste streams may be varied *with the agreement* of Wexford County Council.

Table. A.2 Quantities of Waste in relation of each Class of activity applied for:

Waste Management Act 1996 - 2008 3 <sup>rd</sup> Schedule (Disposal) Activities	Quantity(tpa)	Waste Types
1. Class 11 2. Class 12 3. Class 13	Less than 5,000t maximum	
Waste Management Act 1996 - 2008 4 <sup>th</sup> Schedule (Recovery) Activities	Quantity(tpa)	Waste Types
1. Class 2 2. Class 3 3. Class 4 4. Class 13	Less 16,000t approx.,	

Consent of copyright owner required for any other use.

Note 1: Additional Information shall be submitted of the expected tonnage for the life of the permit within 1 month of the granting of this permit for the shaded blue column above.

Note 2: The quantity of Mixed Dry Recyclables are to be confirmed in writing within 1 month of the granting of this permit.

**The following waste related processes are permitted:**

- Shredding
- Non-hazardous Construction & Demolition Waste segregation, sorting only
- Storage of specified wastes as specified in Schedule A
- Recovery of dry recyclables as specified
- The crushing & storage of Construction & Demolition waste prior to the onward recovery to a licensed facility *following completion of the required infrastructure per Conditions 4.1.2 to 4.1.4 inclusive of this Permit*

**SCHEDULE B - SPECIFIED ENGINEERING WORKS**
**Specified Engineering Works (as may arise)**

- Establish and complete IN-RULE all the infrastructure(s) referred to in this Permit within 2 months of the date of grant of this Permit – see Condition 3.1.
- Silt settlement pond(s) or alternative system shall be installed immediately. Details/proposals and certified completion of these works shall be submitted to Environment Enforcement Office of Wexford County Council within 6 weeks of the date of grant of this Permit – see Condition 3.2.3.
- Install a wheel cleaning system or alternative system(s) for agreement by Wexford County Council.
- Provide and maintain designated Waste Quarantine and Inspection Areas and submit a revised drawing of the Waste Recycling Building within 2 months of the date of grant of this Permit – See Condition 3.8.2.
- Cleaning of the watercourse identified at the Facility within 2 months of the date of grant of this Permit – See Condition 3.9.6.
- Erection and completion of Palisade fencing and separate controlled access gate for the demarcation of the access track to lands at the rear of the Facility within 2 months of the date of grant of this – see Condition 3.4.3.
- Proposals for additional surface water drainage at the rear of the site to be provided within 3 months of the date of grant of this Permit – see Condition 3.9.3.
- Installation of leachate storage tank & associated drainage network within 2 months of the date of grant of this Permit – see Condition 3.9.5.
- Construction of the Construction and Demolition Storage and Processing Areas as outlined in Dwg. No. 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May 2008 within 2 months of the date of grant of this Permit – see Conditions 4.1.2 to 4.1.3 inclusive.
- The Permit Holder shall install and maintain suitable waste segregation equipment at the Facility. Installation of a Trommel and Picking Line within 2 months of the date of grant of this Permit – see Condition 4.1.15.
- Suitable advance road warning signs indicating the location of the Facility shall be erected on the Public Roadway within 2 months of the date of grant of this Permit – see Condition 7.2.
- Completion of landscaping works as outlined in Dwg. No. 2008-253-01-001 Rev A & received in this office on 30<sup>th</sup> May within 3 months of the date of grant of this Permit – see Condition 8.11.1.
- Outstanding other works notified in writing by Wexford County Council.



**SCHEDULE C - EMISSION & MONITORING LIMITS**

Note: The Reports listed below (as submitted with Permit WP 05/03 application) are current & Monitoring shall continue as specified below in conjunction with these Reports:

- |  |
|--|
| <ol style="list-style-type: none"> <li>1. Noise Monitoring Report dated February 2007 &amp; completed by Fehily Timoney &amp; Co.</li> <li>2. Dust Deposition Monitoring Report &amp; completed by Fehily Timoney &amp; Co.</li> <li>3. Surface Water &amp; Groundwater Monitoring Report &amp; completed by Fehily Timoney &amp; Co.</li> </ol> |
|--|

**C.1 Noise Emissions:**

(Measured at the monitoring points indicated in Schedule D: Monitoring)

Daytime dB(A) $L_{Aeq}$ (30 minutes)	Night-time dB(A) $L_{Aeq}$ (30 minutes)
55	45

**C. 2. Monitoring of Noise**

Noise Monitoring locations shall be those as set out in Table 1 below:

**Noise Monitoring Locations**

Station	Designation
N1	North - Western Boundary of the Facility
N2	South - Eastern Boundary of the Facility

**Table C2 Noise Monitoring Frequency and Technique**

Parameter	Monitoring Frequency	Analysis Method/Technique
L(A)EQ [30 minutes]	Bi-Annual	Standard Note 1
L(A)IO [30 minutes]	Bi-Annual	Standard Note 1
L(A)90 [30 minutes]	Bi-Annual	Standard Note 1
Frequency Analysis(1/3 Octave band analysis)	Bi-Annual	Standard Note 1

Note 1: "International Standards Organisation. ISO 1996. Acoustics - description and Measurement of Environmental noise. Parts 1,2 and 3."

**C.3 Dust Deposition Limits:**

(Maximum dustfall, in mg/m<sup>2</sup>/day)

350

Note 1: 30 day composite Facility sample with the results expressed as mg/m<sup>2</sup>/day.



**C.3.1 Dust Monitoring Frequency and Technique**

Parameter (mg/m <sup>2</sup> /day)	Monitoring Frequency Analysis	Method/Technique <sup>Note 1</sup>
Dust	Twice Annually <sup>Note 2</sup>	Standard Method

Note 1: Standard method VD/2119 (Measurement of Dustfall. Determination of Dustfall using Bergerhoff/Strumell (Standard Method GenlUII Ellgineerillg Illstitute). AllY modifications i" the gauge should be reported to Wexford County Council

Note 2: During the period March to September.

**C.3.2 Monitoring of Dust**

Dust monitoring at 2 locations shall be agreed prior to the commencement of activities.

**Table C.1 Dust deposition monitoring locations**

Station	Location
D1	North - Western Boundary of facility
D2	South - Eastern Boundary of Facility

**SCHEDULE D<sub>0</sub> EMISSION & MONITORING LIMITS**

**Table D.1 Surface water monitoring parameters and Frequency**

Monitoring Locations <sup>Note 1</sup>
SW1- Drain located along South Western boundary of the facility - point upstream offacilit
SW2 - Drain located along South Western boundary of the facility - point downstream of proposed discharge point
SW3 - Drain located along South Western boundary of the facility - At point of discharge

Note 1: Alternative locations may be agreed with Wexford County Council

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**Table D.2 Surface water & Groundwater Monitoring Frequency and**

<b>Frequency</b> <small>Note</small>		
Visual Inspection	Weekly	Not Applicable
PH	Quarterly	Electrometry
Biological Oxygen Demand	Quarterly	Electrometry / Titrimetry with nitrification inhibitor
Chemical Oxygen Demand	Quarterly	Digestion and Colorimetry/ Titrimetry
CWoride	Quarterly	Colorimetry / Ion Chromatography
Dissolved Oxygen	Quarterly	Electrometry
Electrical Conductivity	Quarterly	Electrometry
Total Suspended Solids	Quarterly	Gravimetry
Oils, Fats, Grease	Quarterly	Extraction with solvent and Gravimetry Standard Method <small>Note 1</small>
Ammoniacal Nitrogen	Quarterly	ISE/ Colorimetry
Temperature	Quarterly	Thermometry
Coliforms (Total, Faecal)	Annually	Membrane Filtration or MPN using referenced procedures

Note 1: "Standards Methods for the Examination of Water and Wastewater" (prepared and published jointly by A.P.H.A., A.W.W.A & W.E.F) 20th Ed., American Public Health Association, 1015 Fifteenth Street, Washington DC 20005, USA.

**D.3. Monitoring of Groundwater**

**Table D.3 Groundwater Monitoring Locations – see Note 1**

<b>Monitoring Locations</b>	
<b>GW 1 - Downgradient of proposed facility</b>	<b>treatment stems</b>
<b>GW 2 – Upgradient of the facility</b>	

Note 1: Alternative locations may be agreed with Wexford County Council


**SCHEDULE E-RECORDING & REPORTING TO WEXFORD COUNTY COUNCIL**

<b>Reporting</b>		
Annual Environment Report	Annually	By 28 <sup>th</sup> February each year.
Record of incidents	As they occur	Within five days of the incident.
Specified Engineering Works	As they arise	Prior to the works commencing,
Noise & Dust Monitoring	Annually	Annually as part of AER.

Note 1. Unless altered at the request of Wexford County Council.

SCHEDULE F - CONTENT OF THE ANNUAL ENVIRONMENTAL REPORT

- Reporting Period.
- Waste activities carried out at the facility.
- Quantity and Composition of waste received, recovered and disposed of during the reporting period and each previous year (relevant EWC codes to be used).
- Summary of results and interpretations of environmental monitoring, including a location plan of all monitoring locations.
- Development / Infrastructural works carried out within the year.
- Full title and a written summary of any procedures developed by the Permit Holder in the year in relation to the Facility operation.
- Details of inspections of all loads of waste accepted at the Facility.
- Reported Incidents and Complaints summaries and Review of Nuisance Controls.
- Tank, drum, pipeline and bund testing and inspection report (every 2 years).
- Preventative Maintenance reports for work carried out on critical process and environmental equipment at the Facility.
- Summary of Loading Bay Drain Inspections and Cleaning carried out within the year.
- Any other items specified by Wexford County Council.

  
Hugh Maguire,  
Administrative Officer,  
Environment Section.

27/1/2009  
Date





WP/08123

All Drawings received to this office on 30<sup>th</sup> May 2008 shall apply in the context of this Waste Permit:

1. Proposed Site Layout of Waste Recycling Facility (1:500/A3 Format 1:1000) Dwg. No. 2008-253-01-001 Revision A.
2. Recycling Building Floor Slab Layout (A3 1:200) Dwg No. 2008-253-01-002 Revision A.
3. Environmental Monitoring Locations (A11:500 A3-1:1000) Dwg. No. 2008-253-01-003 Revision A.

The following Waste Types shall not be accepted or handled at this facility:

- WEEE ( Waste electrical & electronic equipment - EWe 1602)
- ELV (End of Life Vehicles - EWe 1601)

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## ATTACHMENT B6 NOTICES AND ADVERTISEMENTS

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A copy of the site notice, a copy of the newspaper notice with the notice outlined in red are appended overleaf.

The site notice location is presented in CE07-253-01-202.

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# SITE NOTICE

## APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY FOR A WASTE LICENCE

Notice is hereby given that Murray Waste Recycling Ltd., Coolatore, Ferns, Co. Wexford, is applying to the Environmental Protection Agency for a waste licence for its waste recovery facility at Coolatore, Ferns, Co. Wexford (National Grid Reference: E3040 N1486).

This application relates to the company's Materials Recovery Facility, involving a proposed extension to the existing building, the provision for receipt of waste from the public and associated site works. The maximum annual intake will be 24,500 tonnes of non-hazardous household, commercial and industrial waste. The type of plant will be a trommel and picking line, timber shredder, compactor, bailer, mechanical loading shovels, and sorting grabs.

The classes of activity applied for in accordance with the Waste Management Acts 1996 to 2008 are as follows:

### Third Schedule: Waste Disposal Activities

Class 11 – Blending or mixture prior to submission to any activity referred to in a preceding paragraph of this Schedule.

Class 12 – Repacking prior to submission to any activity referred to in a preceding paragraph of this Schedule.

Class 13 – Storage prior to submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where the waste concerned is produced.

### Fourth Schedule: Waste Recovery Activities

Class 2 - Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological processes).

Class 3 – Recycling or reclamation of metals and metal compounds.

Class 4 – Recycling or reclamation of other inorganic materials

Class 11 – Use of waste obtained from any activity referred to in a preceding paragraph of this Schedule.

Class 12 – Exchange of waste for submission to any activity referred to in a preceding paragraph of this Schedule.

Class 13 – Storage of waste intended for submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where such waste is produced.

The principal activity will be Class 4 of the Fourth Schedule.

A copy of this application and any further information relating to it as may be furnished to the Agency in the course of the Agency's consideration of the application will, as soon as is practicable after receipt by the Agency, be available for inspection or purchase at the Headquarters of the Environmental Protection Agency, PO Box 3000, Johnstown Castle Estate, Co. Wexford.

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CLASSIFIEDS		ENNISCORTHY 053 9140100	NEW ROSS 051 421184	WEXFORD 053 9140100	GOREY 053 9421423
<b>TO LET AND WANTED</b>	<b>CARAVANS</b>	<b>COURSES &amp; EDUCATION</b>	<b>SITUATIONS VACANT</b>	<b>APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY FOR A WASTE LICENCE</b>	
PROFESSIONAL PERSON required to share house in Redmond Cove. room ensuite ell mod cons. Phone 087-6695218	O'CONNOR MOBILE HOMES ENNISCORTHY A large selection to choose from. new and used. End of season sale now on. Some 10ft. clearing for €1,500 and 12ft. from €2,500. Free delivery. Open 7 days. 053-9236410 / 087-6508420 / 087-2318415	GET YOUR CAREER UP A GEAR WITH A PITMAN TRAINING DIPLOMA: Secretarial. Legal/Medical Secretarial, Book-keeping. Sage Accounts/Payroll. Business Skills. Microsoft Office. ECDL. Web. Courses start all year round. Wexford. Gorey. Carlow. Kilkenny. Freephone 1800 532632	FEELING THE PINCH? Would an extra €100 to €150 per week for 8-10 hours work Help? Betterward are now recruiting part-time catalogue distributor and collectors in this area. No cash outlay. Immediate start. Ring Gerry on 087-2258083	Notice is hereby given that Murray Waste Recycling Ltd., Coolatore, Ferns, Co. Wexford, is applying to the Environmental Protection Agency for a waste licence for its waste recovery facility at Coolatore, Ferns, Co. Wexford (National Grid Reference' E3040 N1486)	
ANTED CHILDMINDER to loo after 1 school going child light housework in th Kilmore area. Apply to Ba o. WX711 P Wexford People. Channing House. Upp r Rowe Street. Wexford	WALLACE MOBILE HOMES DUNCANNON Large selection. new & used, 10 & 12 foot wide. from €1,500 to €65,000. Open 7 days, free delivery. email: www.wallacemobilehomes.com Tel: 051-389193 / 087-9239296	<b>WANTED</b> A GA STANLEY RAYBURN COOKERS WANTED Any condition, cash price paid. Also full range of oil and solid fuel cookers for sale. Phone 056-7724300 / 086-2508198.	GENERAL HOUSEKEEPER needed for 3 hours per week. Bannow area. Apply to Box No. WX712P Wexford People. Chenning House, Upper Rowe Street. Wexford	This application relates to the company's Materials Recovery Facility involving a proposed extension to the existing building, the provision of receipt of waste from the public and associated site works. The maximum annual intake will be 24,500 tonnes of non-hazardous household, commercial and industrial waste. The type of plant will be a trommel and picking line, timber shredder, compactor, bale mechanical loading shovels, and sorting grabs.	
DOU E EN UITE ROOM Available in house share. ew house Killurin. 10 minutes from town. Tel. 086-0760435 after 6pm and weekend	<b>HAY FOR SALE</b> 160 BALES Of 4x4 '07 barley straw. Tel. 086-8210217	GRASS LAND WANTED 2009. South East area. Phone 087-9045044	TWO SALES EXECUTIVES REQUIRED OTE €40,000 pa. Excellent training provided. For interview please call Tom on 086-2539979	The classes of activity applied for in accordance With the Waste Management Acts 1996 to 2008 are as follows.	
FUUY FUR SHED 3 bed, 3 be h. home to let in Glynn, Killurin. Set in one cre of kept grounds. Clear to school shop and church. 800 pcm. Tel. Andy 087-8269542	HAYLAGE 4'x4' round. double wrapped. single chop, 2007 excellent quality. 60 bales. Murrin-town area. 087-2551477 after 6pm	TILLAGE LAND WANTED Land for cereals required. Land well maintained. Reasonable rates paid. Tel. 086-3576835	WANTED Kind reliable lady to do occasional childminding/babysitting for two children 7 and 9. Tel. 087-6451823.	Third Schedule: Waste Disposal Activities Class 11 - 81ending or mixture prior to submission to any activity referred to in a preceding paragraph of this Schedule. Class 12 - Repacking prior to submission to any activity referred to in a preceding paragraph of this Schedule. Class 13 - Storage prior to submission to any activity referred to in a preceding paragraph of this Schedule. other than temporary storage, pending collection, on the premises where the waste concerned is produced.	
O DROOM HOUSE To et in Wexford Town. newly d corated. central heating. back boiler. all mod con fully furnished. garden close to all amenities. Telephone for details 086-8557567	<b>SITUATIONS WANTED</b> EXPERIENCED TrILER Available. Also painting and decorating. Tel. 086-3784753	HOUSE FOR SALE 3 BED BUNGALOW In Portlaoise. Privately owned. Showhouse condition. Prime area. Similar required in Wexford town area. For swap or sale. Tel. 087-4107489	WHAT WOULD AN EXTRA €200 - €2,500 per month mean to you? No selling, no door to door, no deliveries, no risk. €25 joining fee. In your spare time. Visit www.referralmarketing.info or call 051-397824	Fourth Schedule: Waste Recovery Activities Class 2 - Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological processes) Class 3 - Recycling or reclamation of metals and metal compounds Class 4 - Recycling or reclamation of other inorganic materials Class 11 - Use of waste obtained from any activity referred to in a preceding paragraph of this Schedule. Class 12 - Exchange of waste for submission to any activity referred to in a preceding paragraph of this Schedule Class 13 - Storage of waste intended for submission to any activity referred to in a preceding paragraph of this Schedule. other than temporary storage, pending collection, on the premises where such waste is produced.	
<b>TUITION &amp; GRINDS</b> CCOUNTI G GRINDS Le vng Cert. Higher and rdin ry L vel Focus on maximizing exam performance. South Wexford area (Book k going to Junlor Cert Leve also available) Phone 087-7671499	CHILD MINDER AVAILABLE Experienced childminder available. Wexford town area. Contact Mag on 087-9655467.	GARDENING KINBARK NURSERIES Camolin. Mature and Semi-Mature Trees, Bare-root Trees and Hedging Great Varieties. Topiary. Trees for Gifts. 20% Discount on all bareroot trees and hedging now. 222.kinbark.ie 053-9383247	EXPERIENCED CHILDMINDER AVAILABLE reliable. Referrals on request. Wexford town area. Contact 087-6226214	The principal activity will be Class 4 of the Fourth Schedule. A copy of this application and any further information relating to it as may be furnished to the Agency in the course of the Agency's consideration of the application will, as soon as is practicable after receipt by the Agency, be available for inspection or purchase at the Headquarters of the Environmental Protection Agency, PO Box 3000, Johnstown Castle Estate, Co. Wexford.	

**THE CIRCUIT COURT An Chuir Chuarda**  
SOUTH EASTERN CIRCUIT COUNTY OF WEXFORD

IN THE MATTER OF THE LICENSING ACTS 1833 TO 2004  
IN THE MATTER OF THE COURTS SUPPLEMENTAL PROVISIONS ACT 1961

AND IN THE MATTER OF THE LICENSING (IRELAND) ACT 1902 SECTION 2 PARAGRAPH 1  
AS AMENDED BY THE INTOXICATING LIQUOR ACT 1960 SECTION 21 AND SECTION 23

AND IN THE MATTER OF THE CIRCUIT COURT RULES 2001 ORDER 29

AND IN THE MATTER OF THE APPLICANT MILO VAMBECK NOMINEE OF BUTLERS OFF BROADWAY LIMITED AND

IN THE MATTER OF BUTLERS PUBLIC HOUSE APPLICANT

NOTICE OF APPLICATION

**TAKE NOTICE** that Milo Vambeck NOMINEE of Butlers Off Broadway Limited whose place of abode is at Butlers Public House, Broadway, Lady's Island in the County of Wexford intends to apply to this Honourable Court sitting at the Circuit Court, The Courthouse, Kilkenny at the session commencing on the 10th of March 2009 at 10.00am in the forenoon or so soon thereafter leave having been granted at Wexford Circuit Court on the 27th of January 2009 to make this application in Kilkenny in lieu of Wexford as this application may be taken in its place in the Court list for a Certificate entitling and enabling the Applicant to revive and obtain a full seven day publican's licence, which licence lapsed on the 30th September 2006 in respect of premises known as BUTLERS PUBLIC HOUSE situate at SAINT IBERIUS, BROADWAY IN THE COUNTY OF WEXFORD.

And take notice that the entire of the said premises are more particularly delineated on plans to be adduced at the hearing of this application. Date this 28th of January 2009

Signed: Milo Vambeck  
Nominee of Butlers Off Broadway Limited, Butlers Public House, St. Iberius, Broadway, Co. Wexford.  
Signed: Milo Vambeck  
SECRETARY COMPANY SEAL  
Signed: Niall T. Cawley & Co.  
Solicitors, Main Street, Blackrock, County Dublin.  
To: The District Judge, c/o District Court Clerk, The District Court Office, The Courthouse, Wexford, Co. Wexford.  
To: The County Registrar, The Courthouse, Wexford, Co. Wexford.  
To: The Superintendent of the Garda Síochána, Rosslare Harbour Garda Station, Rosslare, Co. Wexford.  
To: The Chief Fire Officer, Wexford County Council, County Hall Wexford.

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And we pay a Valentine's tribute to a very special couple of childhood sweethearts on our back page who have been happily married for 71 years! Meet Michael (aged 100) and Annie Nolan (aged 93).

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## ATTACHMENT B.7 TYPE OF WASTE ACTIVITY

The principal activity on site is 4 in the fourth schedule, recycling or reclamation of other inorganic materials. This is based on the quantity of inorganic materials reclaimed or recycled at Murray Waste Recycling Ltd. The maximum annual tonnage of waste to be accepted at this facility is 24,500 tonnes per annum (2011).

THIRD SCHEDULE Waste Disposal Activities	Technical Description
11. Blending or mixture prior to submission to any activity referred to in a preceding paragraph of this Schedule.	This relates mixing of waste on the floor of the recycling building prior to being placed into the ejection trailer pending removal off site to a licensed facility for disposal.
12. Repackaging prior to submission to any activity referred to in a preceding paragraph of this Schedule.	This activity refers to the waste which arrives on site in skips, trailers, and waste collection vehicles. This waste is inspected, and tipped onto the floor of the recycling building, with the recyclable fraction removed, or the incoming waste trolled and the residual waste is repacked for disposal to a licensed facility.
13. Storage prior to submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where the waste concerned is produced.	This activity relates to the storage of waste material either on the floor of the recycling building in a designated bay or in the ejector trailer prior to removal off site to a licensed facility.
FOURTH SCHEDULE Waste Recovery Activities	
2. Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological processes).	This activity relates to the recycling or reclamation of timber, green waste and other organic fractions, including paper and cardboard removed from domestic, commercial, industrial and construction and demolition wastes sorted on site, for shredding, bailing, stockpiling on site prior to removal off site.
3. Recycling or reclamation of metals and metal compounds.	This activity relates to the recycling or reclamation of metals removed from domestic, commercial, industrial and construction and demolition wastes sorted on site, bailed, or stockpiled in skips or waste trucks pending removal off site to a licensed or permitted facility.
4. Recycling or reclamation of other inorganic materials. <b>(Principal Activity)</b>	This activity relates to the recovery of plastics, glass, construction and demolition wastes, soil and stones, and other waste fractions not dealt with under classes 2 and 3 above from removal off site to a licensed or permitted facility.
13. Storage of waste intended for submission to any activity referred to in a preceding paragraph of this Schedule, other than temporary storage, pending collection, on the premises where such waste is produced.	This activity relates to the storage of recyclable/recovered material removed from waste streams received at the site, either within the recycling building or in areas outside the recycling building for recovery/reclamation off site to licensed, permitted facilities or facilities suitable for the reuse of recovered materials. It is proposed to stored metals, wood, concrete aggregate, glass, baled plastics in the areas designated for C&D recovery/stockpiling prior to being removed off site for recovery.