

W0163-01



# IPPC/Waste Licence Transfer Application Form

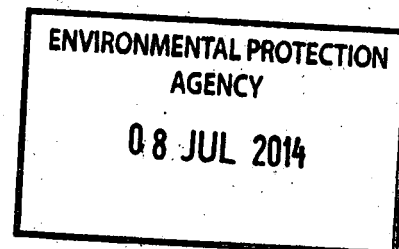
*This document does not purport to be and should not be considered a legal interpretation of the provisions and requirements of the Waste Management Acts, 1996 to 2013 or Environmental Protection Agency Acts 1992 to 2013.*

## **Environmental Protection Agency**

P.O. Box 3000, Johnstown Castle, County Wexford

Telephone: Lo-Call 1890 335599; 053-9160600

Fax: 053-9160699





Section 1 of this application form must be completed by the current Licensee and accompanied by required attachments. Section 2 must be completed by the Proposed Transferee and accompanied by required attachments. Both parties must complete Section 3. The transfer application shall not be regarded as complete and will not be processed unless all information requirements as set out in this form are met in advance of the application being submitted to the EPA.

**Section 1: To be Completed by Current Licence Holder (Licensee)**

1.1	Register Number of Licence to be Transferred	W0163-01
1.2	Name of Current Licensee	Bergin Waste Disposal Limited
1.3	Address of Current Licensee	Ballaghaderreen Industrial Estate, Ballaghaderreen, County Roscommon
1.4	Contact details for nominated person(s) or persons in relation to the transfer application	Sean Bergin Bergin Waste Disposal Limited Buckhill Fairymount Castlereagh County Roscommon
1.5	Class/Nature of Activity	D13, D14, D15 & R3, R4, R5, R11, R13
1.6	Location of activity to which the licence relates	Ballaghaderreen, County Roscommon
1.7	Name of Proposed Transferee	Bruscar Bhearna Teoranta trading as Barna Waste
1.8	Reason for licence transfer request (provide detail in fifty words or less)	THE BERGIN WASTE FACILITY IS LEASED & OPERATED BY BARNA WASTE FOR THE LAST FEW YEARS & BERGIN WASTE HAVE NOW EXPRESSED THE DESIRE TO GIVE UP THE LICENCE.
1.9	Desired date for proposed transfer to take effect?	1ST AUGUST 2014 (01/08/2014)

<p>1.10</p>	<p>Has the <b>Licensee</b> arranged for the completion, by an independent and appropriately qualified consultant, of an up-to-date and fully costed <b>Risk Assessment</b> of environmental liabilities for the site (ELRA or equivalent), which will address liabilities from past and present activities?</p> <p><u>And</u></p> <p>Has the Risk Assessment been approved by OEE?</p> <p>(Provide copy of OEE approval letter as Attachment 1B)</p>	<p>Yes, an ELRA has been completed by TOBIN Consulting Engineers and was approved by OEE on 16 May 2014.</p> <p>See Attachment 1B for OEE approval letter</p>
<p>1.11</p>	<p>Has the <b>Licensee</b> prepared an up-to-date and fully detailed and costed plan for the <b>decommissioning or closure<sup>1</sup></b> (DMP/CRAMP or equivalent) of the site or part thereof?</p> <p><u>And</u></p> <p>Has the Decommissioning /Closure Plan been approved by OEE?</p> <p>(Provide copy of OEE approval letter as Attachment 1C)</p>	<p>Yes, a CRAMP has been completed by TOBIN Consulting Engineers and was approved by OEE on 16 May 2014.</p> <p>See Attachment 1C for OEE approval letter</p>

<sup>1</sup> The plan must show estimated expenditure for each phase of the activity/activities and include:

- (i) Likely costs of abatement installation, control & monitoring;
- (ii) Likely costs of closure & remediation of the site;
- (iii) Likely costs of clean-up following a plausible accident/incident;
- (iv) Likely costs of long-term aftercare for residual environmental liabilities;
- (v) Statement or details of provisions made for the underwriting of these costs/liabilities.



**Section 1 Attachments: The following documents must be provided to the EPA by the current Licensee to support the licence transfer request. Failure to do so will result in the transfer application form being returned.**

<b>Attachment 1A</b>	As per Section 47(3) of the Waste Management Acts 1996 to 2013 / Section 94(3) of the Protection of the Environment Acts 1992 to 2013), provide a copy of the licence to be transferred.
<b>Attachment 1B</b>	Provide a letter of approval from the EPA's Office of Environmental Enforcement (OEE) for the Risk Assessment referred to in Q1.10.
<b>Attachment 1C</b>	Provide a letter of approval from the EPA's Office of Environmental Enforcement (OEE) for the Decommissioning/Closure Plan described in Q1.11.

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**Section 2: To be Completed by Proposed Transferee**

2.1	Name of Proposed Transferee	Bruscar Bhearna Teoranta trading as Barna Waste
2.2	Address of Proposed Transferee	Carrowbrowne Headford Road Galway
2.3	Contact details for nominated person(s) in relation to the transfer application	Sean Curran Barna Waste Carrowbrowne Headford Road Galway  Tel: 091 771619 Email: scurran@barnawaste.com
2.4	<p><i>General background on the Proposed Transferee. (approx. 150 words or less )</i></p> <p><i>Details to include:</i></p> <ul style="list-style-type: none"><li>• <i>Business activity of Proposed Transferee</i></li><li>• <i>Date established (companies only)</i></li><li>• <i>Most recent details on total assets value, turnover and profit (where available)</i></li><li>• <i>State whether Proposed Transferee is a holding company</i></li><li>• <i>Where appropriate provide similar details for ultimate parent company (also include jurisdiction where ultimate parent company is registered)</i></li></ul>	<p>The main business activity of Barna Waste is waste management including the collection, transport, acceptance and processing of waste. The company owns a waste transfer station at Carrowbrowne, Galway which operates under EPA Waste Licence No. W0106-02.</p> <p>Bruscar Bhearna Teoranta (trading as Barna Waste) was Established on 22<sup>nd</sup> March 1989.</p> <p>The following are extracted from the draft management accounts for 2013:</p> <ul style="list-style-type: none"><li>• Turnover: €28.42m</li><li>• Profit before Tax: €636,000</li><li>• Net Assets: €1.97m</li></ul> <p>See Attachment 2A for Certificate of Incorporation</p> <p>See Attachment 2B for the particulars of Registered Office of the Company</p> <p>The company is not a holding company</p>



2.5	<p>Has the Proposed Transferee/other relevant person been convicted under any of the following:</p> <ul style="list-style-type: none"><li>• EPA Acts 1992 to 2013?</li><li>• Waste Management Acts 1996 to 2013?</li><li>• Local Government (Water Pollution) Acts 1977 and 1990?</li><li>• Air Pollution Act 1987?</li></ul> <p>If yes, provide full details.</p>	No
2.6	<p>Provide:</p> <p>(a) names (b) details of relevant education, training and experience; and (c) responsibilities</p> <p>of all persons to provide management and supervision of the activities authorised by the licence (in particular the name of the facility manager and any nominated deputies).</p>	<p>See Attachment 2C for an organisational chart showing the company structure and the details of management and supervision staff.</p>

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2.7	<p>Has the Proposed Transferee made adequate financial provision<sup>2</sup> to meet the financial commitments/liabilities that will be entered into/incurred in carrying on the activity to which the licence relates or in consequence of ceasing to carry on that activity as the licence may specify*?</p> <p><u>And</u></p> <p>Has the financial provision been approved by OEE?</p> <p>(Provide copy of OEE approval letter as Attachment 2D).</p> <p><i>*Refer to 'Guidance on Environmental Liability Risk Assessment, Residuals Management Plans and Financial Provision' EPA, 2006 and consult with OEE.</i></p>	Yes  See Attachment 2D for OEE approval letter
2.8	<p>Provide a statement (signed by the Proposed Transferee) that <i>"the Proposed Transferee has assumed and accepted all liabilities, requirements and obligations provided for in or arising under the licence, or revised licence, regardless of how and in respect of what period, including a period prior to the transfer of the licence or revised licence they may arise."</i></p>	See Attachment 2E for Signed Statement

<sup>2</sup> The amount of financial provision must always be capable of covering the liabilities identified and must have been updated at least within the last twelve months.



2.9	Has the Proposed Transferee, their parent company or any 'relevant person' had an application for a licence: (a) Granted? (b) Rejected? (c) Revoked?  If yes, provide full details.	Yes  Barna Waste have been granted a waste licence for their Carrowbrowne Facility. Current Waste Licence No. W0106-02
2.10	Has the Proposed Transferee, their parent company or any 'relevant person' been refused by the EPA as a transferee for a licence?  If yes, provide full details.	No

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**Section 2 Attachments: The following documents must be provided to the EPA by the Proposed Transferee to support the licence transfer request. Failure to do so will result in the transfer application being rejected.**

<b>Attachment 2A</b>	Provide a copy of the Certified Copy of Certificate of Incorporation.
<b>Attachment 2B</b>	Provide particulars of Registered Office of the Company (if not included in 2A above).
<b>Attachment 2C</b>	Where appropriate provide an organisational chart showing company structure, including parent company, subsidiaries and related addresses.
<b>Attachment 2D</b>	Provide a letter of approval from the Office of Enforcement for the financial provision described in Q2.7.

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**Section 3: To be Completed by Both Parties**

**3.1: Payment of Fee**

The licence transfer application can not be processed, unless accompanied by the transfer fee (*please tick*):

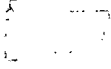
Waste Licence Transfer Application €5,000

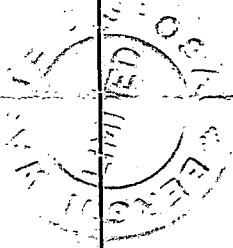
IPPC Licence Transfer Application €2,000


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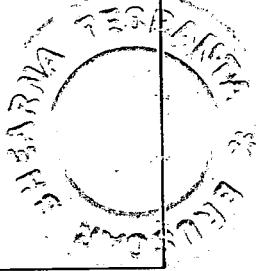
**Declaration**

We, the undersigned, hereby apply to the Environmental Protection Agency, as per Section 47 of the Waste Management Acts 1996 to for the transfer of licence reg. no. W0163-01 from Bergin Waste Disposal Ltd. to Barna Waste

Signed:	<i>Sean Bergin</i>
Licensee Name:	Bergin Waste Disposal Ltd.
Date:	2-7-2014
Company Seal: (where available)	 Seal opposite →



Signed:	<i>Seán Curran</i>
Proposed Transferee Name:	Bruscar Bhearna Teoranta trading as Barna Waste
Date:	04/07/2014
Company Seal: (where available)	 Seal opposite →



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# Barna Waste

## Waste Licence Transfer Application (W0163-01) Attachments to Application Form

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May, 2014

TOBIN CONSULTING ENGINEERS



**TOBIN**  
Patrick J. Tobin & Co. Ltd.



## ATTACHMENTS

**PROJECT:**

**Application to Transfer Waste Licence  
W0163-01 from Bergin Waste Disposal Ltd.  
to Barna Waste**

**CLIENT:**

**Barna Waste**  
Carrowbrowne  
Headford Road  
County Galway

**COMPANY:**

**TOBIN Consulting Engineers**  
Market Square  
Castlebar  
County Mayo

Tel: 094-9021401  
Fax: 094-9021534  
email: [castlebar@tobin.ie](mailto:castlebar@tobin.ie)

[www.tobin.ie](http://www.tobin.ie)

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### Document Amendment Record

<b>Client:</b>	<b>Barna Waste</b>
<b>Project:</b>	<b>Application to Transfer Waste Licence W0163-01 from Bergin Waste Disposal Ltd. to Barna Waste</b>
<b>Title:</b>	<b>Attachments to the Application Form</b>

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<b>PROJECT NUMBER: 3611</b>				<b>DOCUMENT REF: 3611 - Licence Transfer Applic Attachments.docx</b>			
A	Issue to Client	DOS	21/05/14	EMP	21/05/14	EMP	21/05/14
<b>Revision</b>	<b>Description &amp; Rationale</b>	<b>Originated</b>	<b>Date</b>	<b>Reviewed</b>	<b>Date</b>	<b>Authorised</b>	<b>Date</b>
<b>TOBIN Consulting Engineers</b>							

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## **1 SECTION 1 ATTACHMENTS**

### **1.1 ATTACHMENT 1A**

*As per Section 47(3) of the Waste Management Acts 1996 to 2013 / Section 94(3) of the Protection of the Environment Acts 1992 to 2013), provide a copy of the licence to be transferred.*

A copy of the licence to be transferred, W0163-01, is contained herein as Attachment 1A.

### **1.2 ATTACHMENT 1B**

*Provide a letter of approval from the EPA's Office of Environmental Enforcement (OEE) for the Risk Assessment referred to in Q1.10.*

A letter of approval from the OEE for the ELRA is contained herein as Attachment 1B.

### **1.3 ATTACHMENT 1C**

*Provide a letter of approval from the EPA's Office of Environmental Enforcement (OEE) for the Decommissioning/Closure Plan described in Q1.11.*

A letter of approval from the OEE for the CRAMP is contained herein as Attachment 1C.

## **2 SECTION 2 ATTACHMENTS**

### **2.1 ATTACHMENT 2A**

*Provide a copy of the Certified Copy of Certificate of Incorporation.*

A copy of the Certified Copy of Certificate of Incorporation is contained herein as Attachment 2A.

### **2.2 ATTACHMENT 2B**

*Provide particulars of Registered Office of the Company (if not included in 2A above).*

Particulars of the Registered Office of the Company are contained herein as Attachment 2B.



### 2.3 ATTACHMENT 2C

*Where appropriate provide an organisational chart showing company structure, including parent company, subsidiaries and related addresses.*

An organisational chart showing the company structure and the details of management and supervision staff is contained herein in Attachment 2C.

### 2.4 ATTACHMENT 2D

*Provide a letter of approval from the Office of Enforcement for the financial provision described in Q2.7.*

A letter of approval from the OEE for the financial provision is contained herein as Attachment 2D.

### 2.5 ATTACHMENT 2E

*Provide a statement (signed by the Proposed Transferee) that "the Proposed Transferee has assumed and accepted all liabilities, requirements and obligations provided for in or arising under the licence, or revised licence, regardless of how and in respect of what period, including a period prior to the transfer of the licence or revised licence they may arise."*

A signed statement in accordance with Q2.8 is contained herein as Attachment 2E.

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**ATTACHMENT 1A**

*Waste Licence No. W0163-01*

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This licence was amended on 19<sup>th</sup> January 2011 under Section 42B(1) of the Waste Management Acts, 1996 to 2010. The details of Amendment B must be read in conjunction with this licence. The amendment document is entitled "Technical Amendment B".

This licence was amended on 24<sup>th</sup> May 2006 under Section 42B(1) of the Waste Management Acts, 1996 to 2005. The details of the Amendment A must be read in conjunction with this licence. The amendment document is entitled Amendment A.

Headquarters,  
P.O. Box 3000,  
Johnstown Castle Estate  
County Wexford, Ireland

## WASTE LICENCE

### Waste Licence

**Register Number:**

163-1

**Licensee:**

Bergin Waste Disposal Limited

**Location of Facility:**

Ballaghaderreen Industrial Estate,  
Ballaghaderreen, Co. Roscommon

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# INTRODUCTION

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

This licence is for the operation of a proposed waste transfer station and recycling facility at Ballaghaderreen Industrial Estate, Ballaghaderreen, Co. Roscommon.

Bergin Waste Disposal Limited will be licensed to accept non-hazardous wastes only at this facility. The waste types to be accepted at the facility are household, commercial, industrial and some construction and demolition wastes. No hazardous or liquid wastes may be accepted at the facility. The facility will not be permitted to accept waste until the construction of proposed waste transfer/recycling building and associated infrastructure has been completed. The maximum annual quantity of waste to be accepted at the facility is 19,700 tonnes and all waste processing must be carried out indoors. This licence provides for the installation and operation of a Civic Waste Facility at the facility.

The licensee must manage and operate the facility to ensure that the activities do not cause environmental pollution. The licensee is required to carry out regular environmental monitoring and submit all monitoring results, and a wide range of reports on the operation and management of the facility to the Agency.

The licence sets out in detail the conditions under which Bergin Waste Disposal Limited are required to operate and manage this facility.

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## DECISION & REASONS FOR THE DECISION

The Environmental Protection Agency (The Agency) is satisfied, on the basis of the information available, that the waste activity, or activities, licensed hereunder will comply with the requirements of Section 40(4) of the Waste Management Act, 1996.

In reaching this decision the Agency has considered the application and supporting documentation received from the applicant, all submissions received from other parties and the report of its inspector. No objection having been received to the Proposed Determination, the licence is granted in accordance with the terms of the Proposed Determination and the reasons therefor.

### *Part I Activities Licensed*

In pursuance of the powers conferred on it by the Waste Management Act, 1996, the Environmental Protection Agency (the Agency), under Section 40(1) of the said Act hereby grants this Waste Licence to Bergin Waste Disposal Limited to carry on the waste activities listed below at Ballaghaderreen Industrial Estate, Ballaghaderreen, Co. Roscommon subject to conditions, with the reasons therefor and the associated schedules attached thereto set out in the licence.

Licensed Waste Disposal Activities, in accordance with the Third Schedule of the Waste Management Act 1996

<b>Class 11.</b>	<b>Blending or mixture prior to submission to any activity referred to in a preceding paragraph of this Schedule.</b> This activity is limited to the bulking and transfer of waste at the facility.
<b>Class 12.</b>	<b>Repackaging prior to submission to any activity referred to in a preceding paragraph of this Schedule.</b> This activity is limited to the bulking and transfer of waste at the facility.
<b>Class 13.</b>	<b>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 was produced.</b> This activity is limited to the storage of wastes at the facility prior to movement off-site.

Licensed Waste Recovery Activities, in accordance with the Fourth Schedule of the Waste Management Act 1996

<b>Class 2.</b>	<b>Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological transformation processes):</b> This activity is limited to the recovery of paper, cardboard and wood at the facility.
<b>Class 3.</b>	<b>Recycling or reclamation of metals and metal compounds:</b> This activity is limited to the recovery of metals and metal compounds at the facility.
<b>Class 4.</b>	<b>Recycling or reclamation of other inorganic materials:</b> This activity is limited to the recovery of inert wastes (e.g. construction and demolition wastes) at the facility.
<b>Class 11.</b>	<b>Use of waste obtained from any activity referred to in a preceding paragraph of this Schedule:</b> This activity is limited to the potential use of wastes on-site in the case of an emergency (e.g. the use of shredded wood as a spill absorbent)
<b>Class 13.</b>	<b>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> This activity is limited to the storage of wastes at the facility prior to recovery

# INTERPRETATION

All terms in this licence should be interpreted in accordance with the definitions in the Waste Management Act, (the Act), unless otherwise defined in this section.

<b>Adequate lighting</b>	20 lux measured at ground level.
<b>Agreement</b>	Agreement in writing.
<b>Annually</b>	At approximately twelve monthly intervals.
<b>Attachment</b>	Any reference to Attachments in this licence refers to attachments submitted as part of the waste licence application.
<b>Application</b>	The application by the licensee for this waste licence.
<b>Appropriate facility</b>	A waste management facility, duly authorised under relevant law and technically suitable.
<b>Biodegradable waste</b>	Any waste that is capable of undergoing anaerobic or aerobic decomposition, such as food, garden waste, sewage sludge, paper and paperboard.
<b>Condition</b>	A condition of this licence.
<b>Consignment Note</b>	All movements of hazardous waste within Ireland must be accompanied by a "C1" consignment note issued by a local authority under the Waste Management (Movement of Hazardous Waste) Regulations (SI No. 147 of 1998). Transfrontier shipment notification and movement/tracking form numbers are required for all exports of waste from, into or through the state under the Waste Management (Transfrontier Shipment of Waste) Regulations (SI No. 149 of 1998).
<b>Construction and Demolition Waste</b>	All wastes which arise from construction, renovation and demolition activities.
<b>Containment boom</b>	A boom which can contain spillages and prevent them from entering drains or watercourses.
<b>Daytime</b>	8.00 a.m. to 10.00 p.m.
<b>Documentation</b>	Any report, record, result, data, drawing, proposal, interpretation or other document in written or electronic form which is required by this licence.
<b>Drawing</b>	Any reference to a drawing or drawing number means a drawing or drawing number contained in the application, unless otherwise specified in this licence.
<b>Emergency</b>	Those occurrences defined in Condition 9.4
<b>Emission Limits</b>	Those limits, including concentration limits and deposition levels established in Schedule C.
<b>European Waste Catalogue (EWC)</b>	A harmonised, non-exhaustive list of wastes drawn up by the European Commission and published as Commission Decision 94/3/EC and any subsequent amendment published in the Official Journal of the European

	Community.
<b>Green waste</b>	Waste wood (excluding timber), plant matter such as grass cuttings, and other vegetation.
<b>Hours of Operation</b>	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.
<b>Hours of Waste Acceptance</b>	The hours during which the facility is authorised to accept waste.
<b>Industrial Waste</b>	As defined in Section 5(1) of the Act.
<b>Inert waste</b>	Waste that does not undergo any significant physical, chemical or biological transformations. Inert waste will not dissolve, burn 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.
<b>Licence</b>	A Waste Licence issued in accordance with the Act.
<b>Licensee</b>	Bergin Waste Disposal Limited
<b>Liquid Waste</b>	Any waste in liquid form and containing less than 2% dry matter. Any waste tankered to the facility.
<b>Maintain</b>	Keep in a fit state, including such regular inspection, servicing, calibration and repair as may be necessary to adequately perform its function.
<b>Monthly</b>	A minimum of 12 times per year, at approximately monthly intervals.
<b>Night-time</b>	10.00 p.m. to 8.00 a.m.
<b>Noise Sensitive Location (NSL)</b>	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.
<b>Oil Separator</b>	Device installed according to the draft European Standard prEN 858 (Installations for the separation of light liquids, e.g. oil and petrol).
<b>Recyclable Materials</b>	Those waste types, such as cardboard, batteries, gas cylinders, etc, which may be recycled.
<b>Quarterly</b>	At approximately three monthly intervals.
<b>Sanitary Authority</b>	Roscommon County Council
<b>Sample(s)</b>	Unless the context of this licence indicates to the contrary, samples shall include measurements by electronic instruments.
<b>Specified Emissions</b>	Those emissions listed in <i>Schedule C: Emission Limits</i> of this licence.
<b>Specified Engineering Works</b>	Those engineering works listed in <i>Schedule B: Specified Engineering Works</i> of this licence.
<b>Trigger Level</b>	A parameter value specified in the licence, the achievement or exceedance of



which requires certain actions to be taken by the licensee.

- Waste water** Sewage and drainage from waste transfer building, vehicle wash, waste processing/storage areas, weighbridge.
- 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 any one week.
- White Goods** Refrigerators, cookers, ovens and other similar appliances.
- EPA Working Day** Refers to the following hours; 9.00 a.m. to 5.30 p.m. Monday to Friday inclusive.

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## ***PART II CONDITIONS***

### **CONDITION 1 SCOPE OF THE LICENCE**

- 1.1. Waste activities at the facility shall be restricted to those listed and described in Part I: Activities Licensed and authorised by this licence.
- 1.2. For the purposes of this licence, the facility is the area of land outlined in red on Figure No. B.2.1 of the application. Any reference in this licence to "facility" shall mean the area thus outlined in red.
- 1.3. This licence is for the purposes of waste licensing under the Waste Management Act 1996 only and nothing in this licence shall be construed as negating the licensee's statutory obligations or requirements under any other enactments or regulations.
- 1.4. Only those waste categories and quantities listed in *Schedule A: Waste Acceptance* of this licence, shall be accepted at the facility.
- 1.5. No hazardous wastes or liquid wastes shall be accepted at the facility.
- 1.6. Waste Acceptance Hours and Hours of Operation
  - 1.6.1. Waste shall only be accepted at the facility between the hours of 8.00am to 6.00pm Monday to Saturday inclusive.
  - 1.6.2. The facility shall only be operated during the hours of 8.00am to 8.00pm Monday to Saturday inclusive.
  - 1.6.3. Waste shall not be accepted at the facility on Sundays or on Bank Holidays unless otherwise agreed in advance with the Agency.
- 1.7. The following shall constitute an incident for the purposes of this licence:
  - a) an emergency;
  - b) any emission which does not comply with the requirements of this licence;
  - c) any exceedance of the daily duty capacity of the waste handling equipment;
  - d) any trigger level specified in this licence which is attained or exceeded; and
  - e) any indication that environmental pollution has, or may have, taken place.
- 1.8. Where the Agency considers that a non-compliance with any condition of this licence has occurred, it may serve a notice on the licensee specifying:
  - 1.8.1. That only those wastes as specified, if any, in the notice are to be accepted at the facility after the date set down in the notice;
  - 1.8.2. That the licensee shall undertake the works stipulated in the notice, and/or otherwise comply with the requirements of the notice as set down therein, within the time-scale contained in the notice; and
  - 1.8.3. That the licensee shall carry out any other requirement specified in the notice.

When the notice has been complied with, the licensee shall provide written confirmation that the requirements of the notice have been carried out. No waste, other than that which is stipulated in the notice, shall be accepted at the facility until written permission is received from the Agency.

- 1.9 Every plan, programme or proposal submitted to the Agency for its agreement pursuant to any Condition of this licence shall include a proposed timescale for its implementation. The Agency 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 licensee in writing of any such modification or alteration. Every such plan, programme or proposal shall be carried out within the timescale fixed by the Agency but shall not be undertaken without the agreement of the Agency. Every such plan, programme or proposal agreed by the Agency shall be covered by the conditions of this licence

**Reason:** To clarify the scope of this licence

## CONDITION 2 MANAGEMENT OF THE FACILITY

### 2.1 Facility Management

- 2.1.1 The licensee 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 Both the facility manager and deputy, and any replacement manager or deputy, shall successfully complete both the FAS waste management training programme (or equivalent agreed with the Agency) and associated on site assessment appraisal within twelve months of appointment.
- 2.1.3 The licensee 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 licence.

### 2.2 Management Structure

- 2.2.1 Prior to the commencement of waste activities, the licensee shall submit written details of the management structure of the facility to the Agency. Any proposed replacement in the management structure shall be notified in advance in writing to the Agency. Written details of the management structure shall include the following information
- the names of all persons who are to provide the management and supervision of the waste activities authorised by the licence, in particular the name of the facility manager and any nominated deputies;
  - details of the responsibilities for each individual named under a) above; and
  - details of the relevant education, training and experience held by each of the persons nominated under a) above.
- 2.2.2 Prior to the date of commencement of the waste activities at the facility, the following information shall be submitted to the Agency for its agreement: the names, qualifications and a summary of relevant experience of all persons that will carry out all sampling and monitoring as required by this licence and who carry out the interpretation of the results of such sampling and monitoring. Any proposed changes to the above shall be submitted in writing to the Agency for its agreement.

2.3 Environmental Management System (EMS)

2.3.1 The licensee shall establish and maintain an EMS. Within six months from the date of grant of this licence, the licensee shall submit to the Agency for its agreement a proposal for a documented Environmental Management System (EMS) for the facility. Following the agreement of the Agency, the licensee shall establish and maintain such a system. The EMS shall be updated on an annual basis with amendments being submitted to the Agency for its agreement.

2.3.2 The EMS shall include as a minimum the following elements:

2.3.2.1 Schedule of Environmental Objectives and Targets

The objectives should be specific and the targets measurable. The Schedule shall address a five-year period as a minimum. The Schedule shall include a time-scale for achieving the objectives and targets and shall comply with any other written guidance issued by the Agency.

2.3.2.2 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 the Agency.

2.3.2.3 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.

2.3.2.4 Awareness and Training Programme

The Awareness and Training Programme shall identify training needs, for personnel who work in or have responsibility for the licensed facility.

2.4 Communications Programme

2.4.1 The licensee shall establish and maintain a Communications Programme to ensure that members of the public can obtain information at the facility, at all reasonable times, concerning the environmental performance of the facility. This shall be established within six months of the date of grant of this licence.

**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 licensee shall establish all infrastructure referred to in this licence prior to the commencement of the licensed activities or as required by the conditions of this licence. No waste shall be accepted at the facility without the prior written agreement of the Agency.

### 3.2 Specified Engineering Works

3.2.1 The licensee shall submit proposals for all Specified Engineering Works, as defined in *Schedule B: Specified Engineering Works* of this licence, to the Agency for its agreement at least two months prior to the intended date of commencement of any such works. No such works shall be carried out without the prior agreement of the Agency.

3.2.2 All specified engineering works shall be supervised by a competent person(s) and that person, or persons, shall be present at all times during which relevant works are being undertaken.

3.2.3 Following the completion of all specified engineering works, the licensee shall complete a construction quality assurance validation where applicable. The validation report shall be made available to the Agency on request. The report shall include the following information;

- a) a description of the works;
- b) as-built drawings of the works;
- c) records and results of all tests carried out (including failures);
- d) drawings and sections showing the location of all samples and tests carried out;
- e) daily record sheets/diary;
- f) name(s) of contractor(s)/individual(s) responsible for undertaking the specified engineering works;
- g) name(s) of individual(s) responsible for supervision of works and for quality assurance validation of works;
- h) records of any problems and the remedial works carried out to resolve those problems; and
- i) any other information requested in writing by the Agency.

### 3.3 Facility Notice Board

3.3.1 The licensee shall provide and maintain a Facility Notice Board on the facility so that it is legible to persons outside the main entrance to the facility. The minimum dimensions of the board shall be 1200 mm by 750 mm.

3.3.2 The board shall clearly show:

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

### 3.4 Facility Security

- 3.4.1 Security gates shall be installed and maintained at the entrance to the facility and adequate security fencing shall be provided around the perimeter of the facility.
- 3.4.2 The licensee 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.
- 3.5 Facility Roads and Hardstanding
- 3.5.1 Effective site roads shall be provided and maintained to ensure the safe movement of vehicles within the facility.
- 3.5.2 The licensee shall provide, and maintain impermeable hardstanding surfaces inside the main transfer building and at all areas of the facility where waste activities take place. All other areas of the facility (other than areas being used for the purposes of landscaping) shall be surfaced with tarmac or similar material subject to the agreement of the Agency.
- 3.6 Facility Office
- 3.6.1 The licensee shall provide and maintain an office at the facility. The office shall be constructed and maintained in a manner suitable for the processing and storing of documentation.
- 3.6.2 The licensee shall provide and maintain a working telephone and a method for electronic transfer of information at the facility.
- 3.7 Waste Quarantine Areas
- 3.7.1 A Waste Quarantine Area shall be provided and maintained at the facility.
- 3.7.2 The waste quarantine area shall be constructed and maintained in a manner suitable, and be of a size appropriate for the quarantine of a load of waste which may be accepted at the facility. The waste quarantine area shall be clearly identified and segregated and shall be located in a covered area.
- 3.7.3 Drainage from these areas shall be directed to the waste water system.
- 3.8 Weighbridge and Vehicle Cleaning
- 3.8.1 The licensee shall provide and maintain a weighbridge and vehicle washing unit at the facility.
- 3.9 Waste handling, Air handling/ventilation and processing plant
- 3.9.1 Items of plant deemed critical to the efficient and adequate processing of waste and the control of emissions from the facility (including *inter alia* waste loading vehicles and ejector trailers) shall be provided on the following basis:
- 100% duty capacity;
  - 50% standby capacity available on a routine basis;
  - Provision of contingency arrangements and/or back up and spares in the case of breakdown of critical equipment.
- 3.9.2 Prior to the commencement of waste activities at the facility the licensee shall provide a report for the agreement of the Agency 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 licensed waste intake, *as per* Schedule A.

3.9.3 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.

### 3.10 Surface Water Drainage Infrastructure

3.10.1 The licensee shall provide and maintain a surface water drainage system at the facility for the collection of all clean waters at the facility.

3.10.2 Prior to the commencement of waste activities at the facility the licensee shall install a shut-off valve at the surface water discharge point from the facility.

### 3.11 Waste Water Drainage Infrastructure

3.11.2 The licensee shall provide and maintain a waste water system at the facility which is capable of collecting all waste water generated at the facility.

3.11.3 The licensee shall install a shut-off valve at the waste water discharge point from the facility.

### 3.12 Tank and Drum Storage Areas

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

3.12.2 All tank and drum storage areas shall, as a minimum, be banded, 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 banded area; or
- (b) 25% of the total volume of substance which could be stored within the banded area.

3.12.3 All drainage from banded areas shall be diverted for collection and safe disposal.

3.12.4 All inlets, outlets, vent pipes, valves and gauges must be within the banded area.

3.12.5 The integrity and water tightness of all the bands and their resistance to penetration by water or other materials stored therein shall be confirmed by the licensee and shall be reported to the Agency following its installation and prior to its use as a storage area. This confirmation shall be repeated at least once every three years thereafter and reported to the Agency on each occasion

### 3.13 Silt Traps and Oil Separators/Interceptors

3.13.1 The licensee shall install and maintain a silt trap and oil interceptor at the facility to ensure that all surface water discharges from the facility pass through a silt trap and oil interceptor prior to discharge. The interceptor shall be in accordance with European Standard prEN 858 (installations for the separation of light liquids).

### 3.14 Drainage system, pipeline testing

3.14.1 All foul sewer gullies, drainage grids and manhole covers shall be painted with red squares whilst all surface water discharge gullies, drainage grids and manhole covers shall be painted with blue triangles. These colour codes shall be maintained so as to be visible at all times during facility operation, and any identification designated in this licence (e.g. SW1) shall be inscribed on these manholes.

3.14.2 The drainage system, bunds, silt traps and oil separators shall be inspected weekly, desludged as necessary and properly maintained at all times. All sludge and drainage from these operations shall be collected for safe disposal. A written record shall be kept of the inspections, desludging, cleaning, disposal of associated waste products, maintenance and performance of the interceptors, bunds and drains.

3.14.3 The integrity and water tightness of all underground pipes and tanks and their resistance to penetration by water or other materials carried or stored therein shall be tested and demonstrated by the licensee and shall be reported to the Agency following their installation and prior to their use. This testing shall be carried out by the licensee at least once every three years thereafter and reported to the Agency on each occasion. A written record of all integrity tests and any maintenance or remedial work arising from them shall be maintained by the licensee.

### 3.15 Civic Waste Facility

3.15.1 Prior to the acceptance of waste at the Civic Waste Facility, the licensee shall provide and maintain the appropriate infrastructure for such purposes at the facility. The type of wastes to be accepted at the Civic Waste facility shall be agreed in advance with the Agency.

### 3.16 Monitoring Infrastructure

#### 3.16.1 Replacement of Infrastructure

- i) Monitoring infrastructure which is damaged or proves to be unsuitable for its purpose shall be replaced within three months of it being damaged or recognised as being unsuitable.

#### 3.16.2 Monitoring Infrastructure

3.16.2.1 The licensee shall provide and maintain a monitoring point for the representative monitoring of the effluent being discharged from the facility to the local authority sewer, at a location to be agreed with the Agency.

3.16.2.2 The licensee shall provide and maintain a surface water discharge monitoring point at a location to be agreed with the Agency.

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

## CONDITION 4 RESTORATION AND AFTERCARE

4.1. A proposal for a Decommissioning and Aftercare Plan for the facility shall be submitted to the Agency twelve months of the commencement of waste activities at this facility. The licensee shall update these schemes when required by the Agency.

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

## CONDITION 5 FACILITY OPERATIONS

5.1 All waste processing shall be carried out inside the waste transfer building.

5.2 Waste Acceptance and Characterisation Procedures



- 5.2.1 Prior to the commencement of waste activities at the facility, the licensee shall establish and maintain detailed written procedures for the acceptance and handling of wastes.
- 5.2.2 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 Transfer Building. Each load of waste arriving at the Waste Transfer Building shall be inspected upon tipping within this building. Only after such inspections shall the waste be processed for disposal or recovery.
- 5.2.3 Any waste deemed unsuitable for processing at the facility and/or in contravention of this licence shall be immediately separated and removed from the facility at the earliest possible time. 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.
- 5.2.4 A record of all inspections of incoming waste loads shall be maintained.
- 5.3 Operational Controls
- 5.3.1 The floor of the waste transfer building shall be washed down and cleared of all waste at the end of the working day. The floor of the storage bays for recovered wastes shall be washed down and cleaned on each occasion such bays are emptied.
- 5.3.2 All waste handling/processing equipment shall be cleared of all waste and washed down on weekly basis.
- 5.3.3 The doors of the waste transfer building shall remain closed at all times other than the movement of personnel and materials during carrying on of activity.
- 5.3.4 Scavenging shall not be permitted at the facility.
- 5.3.5 Gates shall be locked shut when the facility is unsupervised.
- 5.3.6 The licensee shall provide and use adequate lighting during the operation of the facility in hours of darkness.
- 5.3.7 Fuels shall only be stored at appropriately bunded locations on the facility.
- 5.3.8 All tanks and drums shall be labelled to clearly indicate their contents.
- 5.3.9 No smoking shall be allowed on the facility (other than at a location to be agreed in advance with the Agency)
- 5.4 Off-site Disposal and Recovery
- 5.4.1 Waste sent off-site for recovery or disposal shall only be conveyed by a waste contractor agreed by the Agency;
- 5.4.2 All waste transferred from the facility shall only be transferred to an appropriate facility agreed by the Agency;
- 5.4.3 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.
- 5.5 Civic Waste Facility
- 5.5.1 The Civic Waste Facility shall only be used by private vehicles. The facility shall not be used as a transfer station for disposal of waste by commercial waste disposal contractors or local authority waste collection vehicles.

- 5.5.2 Only those wastes types which are agreed in advance with the Agency may be accepted at the Civic Waste Facility.
- 5.6 Waste Storage Areas
- 5.6.1 Prior to the commencement of waste activities at the facility the licensee shall construct bays for the storage of segregated waste streams.
- 5.6.2 Unless otherwise agreed with the Agency all wastes other than segregated glass and baled paper, cardboard and plastic shall be stored indoors.
- 5.6.3 All baled waste which is stored outdoors shall be appropriately covered.
- 5.7 Waste Water Management
- 5.7.1 All waste water generated at the facility and surface water arising from all areas where waste processing/storage occurs (including a Civic Waste Facility) shall discharge to the waste water system.
- 5.8 Surface Water Management
- 5.8.1 All other surface waters from the yard area shall pass through a silt trap and oil separator prior to discharge to the stream located to the south of the facility.
- 5.9 Maintenance
- 5.9.1 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 licensee.
- 5.9.2 The licensee shall maintain and clearly label and name all sampling and monitoring locations.
- 5.9.3 The licensee shall maintain all waste handling/processing plant in accordance with the manufacturers instructions.
- 5.10 Landscaping
- 5.10.1 The existing hedgerow network which forms the boundary of the facility shall be retained by the licensee. Within six months of the date of grant of this licence the licensee shall complete a planting programme to augment the hedgerows around the site.

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

## CONDITION 6 EMISSIONS

- 6.1. No specified emission from the facility shall exceed the emission limit values set out in *Schedule C: Emission Limits* of this licence. There shall be no other emissions of environmental significance.
- 6.2. The licensee 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.

6.3. Emissions to Surface Water

6.3.1. The trigger levels for surface water discharges from the facility measured at monitoring point SD-1 are:

- a) BOD 25mg/l
- b) Suspended Solids 35mg/l

6.3.2. No substance shall be discharged in a manner, or at a concentration which, following initial dilution causes tainting of fish or shellfish.

6.3.3. Only roof waters shall be discharged directly to the stream located to the south of the facility.

6.3.4. Surface water discharges from the facility shall only be made at the two locations as per Condition 5.7.1 and 5.8.1 above.

6.4. There shall be no clearly audible tonal component or impulsive component in the noise emissions from the activity at the noise sensitive locations.

6.5. Emissions to Sewer

6.5.1. Unless otherwise agreed in advance with the Agency and the Sanitary Authority, the following shall apply for the discharge of waste water to sewer (via the waste water discharge line indicated on Drawing No. 95145-10).

6.5.1.1. There shall be no other discharge or emission to sewer of environmental significance.

6.5.1.2. No substance shall be present in emissions to sewer in such concentrations as would constitute a danger to sewer maintenance personnel working in the sewerage system, or as would be damaging to the fabric of the sewer, or as would interfere with the biological functioning of a downstream wastewater treatment works.

6.5.1.3. The licensee shall permit authorised persons of the Agency and the Sanitary Authority to inspect, examine and test, at all reasonable times, any works and apparatus installed, in connection with the discharge or emission, and to take samples of the discharge or emission.

6.5.1.4. No discharge or emission to sewer shall take place which might give rise to any reaction within the sewer or to the liberation of by-products which may be of environmental significance.

6.5.1.5. Non-trade effluent wastewater (e.g. firewater, accidental spillage) which occurs on-site shall not be discharged to the sewer without the prior authorisation of the Sanitary Authority.

6.5.1.6. The licensee shall provide and maintain an inspection chamber in a suitable position in connection with each pipe through which a discharge or emission is being made. Each such inspection chamber or manhole shall be constructed and maintained by the licensee so as to permit the taking of samples of the discharge.

6.6. Dust Emissions to Atmosphere

6.6.1. Emission limits for particulate emissions to atmosphere from any dust abatement system shall be interpreted in the following way:

#### 6.7.1.1 Non-Continuous Monitoring

- i) No 30 minute mean value shall exceed the emission limit value. In the case that due to sampling/analytical limitations, a 30 minute sample is inappropriate, a suitable sampling period shall be employed and the value obtained therein shall not exceed the emission limit value.

6.7. Emission limit values for emissions to sewer in this licence shall be interpreted in the following way:-

- a) Non-Continuous monitoring.

Eight out of ten consecutive results, calculated as daily mean concentration or mass emission values on the basis of flow proportional composite sampling shall exceed 1.2 times the emission limit value.

- b) No grab sample shall exceed 1.2 times the emission limit value.

**REASON:** To control emissions from the facility and provide for the protection of the environment.

## CONDITION 7 NUISANCE CONTROL

7.1 The licensee shall ensure that vermin, birds, flies, mud, dust, litter and odours do not give rise to nuisance at the facility or in the immediate area of the facility. Any method used by the licensee to control any such nuisance shall not cause environmental pollution.

7.2 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 materials shall be removed without delay.

### 7.3 Litter Control

7.3.1 All loose litter or other waste, placed on or in the vicinity of the facility, other than in accordance with the requirements of this licences, shall be removed, subject to the agreement of the landowners, immediately and in any event by 10.00am of the next working day after such waste is discovered.

7.3.2 The licensee shall ensure that all vehicles delivering waste to and removing waste and materials from the facility are appropriately covered.

### 7.4 Dust/Odour Control

7.4.1 All waste for disposal stored overnight at the facility, shall be stored in suitably covered and enclosed containers within the Waste Transfer Building, and shall be removed from the facility within forty-eight hours of its arrival at the facility except at Bank Holiday weekends. At Bank holiday weekends, waste for disposal shall be removed from the facility within seventy-two hours of its arrival.

7.4.2 In dry weather, site roads and any other areas used by vehicles shall be sprayed with water as and when required to minimise airborne dust nuisance.

7.4.3 Prior to the date of commencement of the waste activities at the facility, the licensee shall provide and maintain dust curtains on the entry/exit points from the waste transfer building, all other doors in this building shall be kept closed where possible.

7.4.4 Within six months of the commencement of waste activities at the facility the licensee shall complete and submit a report assessing the need for the following:

7.4.4.1 Installation and maintenance of integrity and negative pressure throughout the building to ensure no significant escape of odours or dust.

7.4.4.2 Installation of an odour management system.

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

## CONDITION 8 MONITORING

- 8.1. The licensee shall carry out such monitoring and at such locations and frequencies as set out in *Schedule D: Monitoring*, of this licence and as specified in this licence. Unless otherwise specified by this licence, all environmental monitoring shall commence no later than two months after the date of grant of this licence.
- 8.2. The licensee shall amend the frequency, locations, methods and scope of monitoring as required by this licence only upon the written instruction of the Agency and shall provide such information concerning such amendments as may be requested in writing by the Agency. Such alterations shall be carried out within any timescale nominated by the Agency.
- 8.3. Monitoring and analysis equipment shall be operated and maintained in accordance with the manufacturers' instructions (if any) so that all monitoring results accurately reflect any emission, discharge or environmental parameter.
- 8.4. The licensee shall provide safe and permanent access to all on-site sampling and monitoring points and to off-site points as required by the Agency.
- 8.5. The licensee 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.
- 8.6. The licensee shall install on all emission points such sampling points or equipment, including any data-logging or other electronic communication equipment, as may be required by the Agency. All such equipment shall be consistent with the safe operation of all sampling and monitoring systems.
- 8.7. Nuisance Monitoring
- 8.7.1 The licensee 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.

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

## CONDITION 9 CONTINGENCY ARRANGEMENTS

- 9.1. In the event of an incident the licensee shall immediately:
- a) identify the date, time and place of the incident;

- b) carry out an immediate investigation to identify the nature, source and cause of the incident and any emission arising therefrom;
- c) isolate the source of any such emission;
- d) evaluate the environmental pollution, if any, caused by the incident;
- e) identify and execute measures to minimise the emissions/malfunction and the effects thereof;
- f) provide a proposal to the Agency 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.

9.2. The licensee shall, prior to the date of commencement of the waste activities at the facility, submit a written Emergency Response Procedure (ERP) to the Agency for its agreement. The ERP shall address any emergency situations which may originate on the facility and shall include provision for minimising the effects of any emergency on the environment. This shall include a risk assessment to determine the requirements at the facility for fire fighting and fire water retention facilities. The Fire Authority shall be consulted by the licensee during this assessment.

9.3. The licensee shall have in storage an adequate supply of containment booms and/or suitable absorbent material to contain and absorb any spillage at the facility. Once used the absorbent material shall be disposed of at an appropriate facility.

9.4. Emergencies

9.4.1. In the event of a complete breakdown of equipment or any other occurrence which results in the closure of the transfer station building, any waste arriving at or already collected at the facility shall be transferred directly to appropriate landfill sites or any other appropriate facility until such time as the transfer station building is returned to a fully operational status. Such a breakdown event will be treated as an emergency and rectified as soon as possible.

9.4.2. All significant spillages occurring at the facility shall be treated as an emergency and immediately cleaned up and dealt with so as to alleviate their effects;

9.4.3. No waste shall be burnt within the boundaries of the facility. A fire at the facility shall be treated as an emergency and immediate action shall be taken to extinguish it and notify the appropriate authorities;

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

## CONDITION 10 RECORDS

10.1. The licensee shall keep the following documents at the facility office.

- a) the current waste licence relating to the facility;
- b) the current EMS for the facility;
- c) the previous year's AER for the facility;
- d) all written procedures produced by the licensee which relate to the licensed activities.

- 10.2 The licensee shall maintain a written record for each load of waste arriving at and departing from the facility, excluding those arriving at the Civic Waste Facility. The licensee shall record the following:
- a) the date;
  - b) the name of the carrier (including if appropriate, the waste collection permit details);
  - c) the vehicle registration number;
  - d) the name of the producer(s)/collector(s) of the waste as appropriate;
  - e) the name of the waste facility (if appropriate) from which the load originated including the waste licence or waste permit register number;
  - f) a description of the waste including the associated EWC codes;
  - g) the quantity of the waste, recorded in tonnes
  - h) the name of the person checking the load; and,
  - i) 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,
  - j) where applicable a consignment note number (including transfrontier shipment notification and movement/tracking form numbers, as appropriate).

10.3 Written Records

The following written records shall be maintained by the licensee:

- a) the types and quantities of waste recovered at the facility each year. These records shall include the relevant EWC Codes;
- b) all training undertaken by facility staff;
- c) results from all integrity tests of bunds and other structures and any maintenance or remedial work arising from them;
- d) details of all nuisance inspections; and
- e) the names and qualifications of all persons who carry out all sampling and monitoring as required by this licence and who carry out the interpretation of the results of such sampling and monitoring.

10.4 The licensee shall maintain a written record of all complaints relating to the operation of the activity. Each such record shall give details of the following:

- a) date and time of the complaint;
- b) the name of the complainant;
- c) details of the nature of the complaint;
- d) actions taken on foot of the complaint and the results of such actions; and,
- e) the response made to each complainant.

10.5 A written record shall be kept for each load of waste departing from the Civic Waste Facility.

10.6 A written record shall be kept at the facility of the programme for the control and eradication of vermin and fly infestations at the facility. These records shall include as a minimum the following:

- a) the date and time during which spraying of insecticide is carried out;
- b) contractor details;

- c) contractor logs and site inspection reports;
- d) details of the rodenticide(s) and insecticide(s) used;
- e) operator training details;
- f) details of any infestations;
- g) mode, frequency, location and quantity of application; and,
- h) measures to contain sprays within the facility boundary.

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

## CONDITION 11 REPORTS AND NOTIFICATIONS

11.1 Unless otherwise agreed by the Agency, all reports and notifications submitted to the Agency shall:

- a) be sent to the Agency's 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 the Agency;
- d) include whatever information as is specified in writing by the Agency;
- 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 licence, such as in Schedule E;
- g) be accompanied by a written interpretation setting out their significance in the case of all monitoring data; and
- h) be transferred electronically to the Agency's computer system if required by the Agency.

11.2 In the event of an incident occurring on the facility, the licensee shall:

- a) notify the Agency 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 9.1(a-e), to the Agency as soon as practicable and in any case within five working days after the occurrence of any incident; and
- c) in the event of any incident which relates to discharges to surface/sewer water, notify the Shannon Regional Fisheries Board as soon as practicable and in any case not later than 10:00am on the following working day after such an incident.
- d) Should any further actions be taken as a result of an incident occurring, the licensee shall forward a written report of those actions to the Agency as soon as practicable and no later than ten days after the initiation of those actions.

11.3 Waste Recovery Reports

- 11.3.1 Within six months of the date of grant of this licence, a report examining waste recovery options shall be submitted to the Agency for its agreement. This report shall address



methods to contribute to the achievement of the recovery targets stated in national and European Union waste policies and shall include the following:

- a) proposals for the contribution of the facility to the achievement of targets for the reduction of biodegradable waste to landfill as specified in the Landfill Directive;
- b) the separation of recyclable materials from the waste;
- c) the recovery of Construction and Demolition Waste;
- d) the recovery of metal waste and white goods including written procedures for the de-gassing of CFC's from refrigerators;
- e) the recovery of commercial waste, including cardboard;

#### 11.4 Monitoring Locations

- 11.4.1. Prior to the date of commencement of the waste activities at the facility, the licensee shall submit to the Agency an appropriately scaled drawing(s) showing all the monitoring locations that are stipulated in this licence. The drawing(s) shall include the reference code of each monitoring point.

#### 11.5 Annual Environmental Report

- 11.5.1. The licensee shall submit to the Agency for its agreement, within thirteen months from the date of grant of this licence, and one month after the end of each calendar year thereafter, an Annual Environmental Report (AER).
- 11.5.2. The AER shall include as a minimum the information specified in Schedule H: Content of Annual Environmental Report and shall be prepared in accordance with any relevant written guidance issued by the Agency.

**REASON:** *To provide for proper reporting and notification of the Agency.*

## CONDITION 12 CHARGES AND FINANCIAL PROVISIONS

### 12.1 Agency Charges

- 12.1.1 The licensee shall pay to the Agency an annual contribution of €9,129 or such sum as the Agency from time to time determines, towards the cost of monitoring the activity or otherwise in performing any functions in relation to the activity, as the Agency considers necessary for the performance of its functions under the Waste Management Act, 1996. The licensee shall in 2003 and subsequent years, not later than January 31 of each year, pay to the Agency this amount updated in accordance with changes in the Public Sector Average Earnings Index from the date of the licence to the renewal date. The updated amount shall be notified to the licensee by the Agency. For 2002, the licensee shall pay a pro rata amount from the date of this licence to 31<sup>st</sup> December. This amount shall be paid to the Agency within one month of the date of grant of this licence.
- 12.1.2 In the event that the frequency or extent of monitoring or other functions carried out by the Agency needs to be increased the licensee shall contribute such sums as determined by the Agency to defraying its costs.

### 12.2 Financial Provision for Closure, Restoration and Aftercare

- 12.2.1 The licensee shall arrange for the completion of a comprehensive and fully costed Environmental Liabilities Risk Assessment for the facility which will address liabilities arising from the carrying on of the activities to which this licence relates. A report on this assessment shall be submitted to the Agency for its agreement within six months of date of grant of this licence.
- 12.2.2 Within nine months of the date of grant of this licence, the licensee shall make a Proposal for Financial Provision to the Agency for its agreement to cover any liabilities incurred by the licensee in carrying on the activities to which this licence relates. Such provision shall be maintained by the licensee unless otherwise agreed by the Agency.
- 12.2.3 The amount of financial provision, held under condition 12.2.2 shall be reviewed and revised as necessary, but at least annually. Any proposal for such a revision shall be submitted to the Agency for its agreement.
- 12.2.4 The licensee shall within two weeks of purchase, renewal or revision of the financial provision required under condition 12.2.2, forward to the Agency written proof of such indemnity.
- 12.2.5 Unless otherwise agreed any revision to the fund shall be computed using the following formula:

$$\text{Cost} = (\text{ECOST} \times \text{WPI}) + \text{CiCC}$$

Where:

Cost = Revised restoration and aftercare cost

ECOST = Existing restoration and aftercare cost

WPI = Appropriate Wholesale Price Index [Capital Goods, Building & Construction (i.e. Materials & Wages) Index], as published by the Central Statistics Office, for the year since last closure calculation/revision.

CiCC = Change in compliance costs as a result of change in site conditions, changes in law, regulations, regulatory authority charges, or other significant changes.

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

## SCHEDULE A : Waste Acceptance

### A.1 Waste Acceptance

Table A.1 Waste Categories and Quantities

WASTE TYPE	MAXIMUM (TONNES PER ANNUM)
Household	3,500
Commercial	4,500
Non-hazardous Industrial Waste	10,600
Construction and Demolition Waste	1,100
<b>TOTAL</b>	<b>19,700</b>

## SCHEDULE B : Specified Engineering Works

Specified Engineering Works
Installation of dust/odour system
Installation of waste handling, processing, recycling/recovery infrastructure and installation of increased waste processing capacity.
Installation of surface and waste water drainage networks including shut off valves and associated storage capacity for waste/surface water
Any other works notified in writing by the Agency.

## SCHEDULE C : Emission Limits

**C.1 Noise Emissions:** (Measured at the monitoring points indicated in *Table D.1.1*).

Day dB(A) $L_{Aeq}$ (30 minutes)	Night dB(A) $L_{Aeq}$ (30 minutes)
55	45

**C.2 Dust Deposition Limits:** (Measured at the monitoring points indicated in *Table D.1.1*)

Level (mg/m <sup>2</sup> /day) <sup>Note 1</sup>
350

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

**C.3 Emission Limits For Dust Abatement System (where required):** Measured at a point to be agreed with the Agency.

Parameter	Emission Limit Value
Total Particulates	50mg/m <sup>3</sup>

**C.4 Surface Water Discharge Limits**  
Measured at monitoring point SD-1 as per Table D.1.1

Parameter	Emission Limit Value
Mineral Oils	5mg/l

**C.5 Emission Limits for Waste Water Emissions to Sewer**

Emission Point Reference No. FW-1

Volume to be emitted: Maximum in any one day: 5 m<sup>3</sup>

Parameter	Emission Limit Value	
	Grab Sample (mg/l)	Daily Mean Loading (kg/day)
BOD	350	1.75
COD	500	2.5
Suspended solids	300	1.5
PH	6-8	-
Temperature	Ambient	-
Phosphates (Total)	2	0.01

## SCHEDULE D : Monitoring

Monitoring to be carried out as specified below.

### D.1 Monitoring Locations

Monitoring locations shall be those as set out in Table D.1.1 and attachment J of the application.

**Table D.1.1 Noise, surface water and waste water Monitoring Locations**

NOISE STATIONS <sup>*Note1</sup>	SURFACE WATER STATIONS <sup>*Note2</sup>	WASTE WATER STATIONS <sup>*Note3</sup>	DUST LOCATIONS <sup>*Note4</sup>
N1	SD-1	FW-1	D1
N5	SW1		D2
N6	SW2		D3
N7			

Note 1: Locations as per Figure C.8.1 of the application.

Note 2: SD-1 – Surface water discharge point to be agreed with the Agency, SW1 and SW2 as per Figure C.9.2 of the application

Note 3 : To be agreed in advance with the Agency

Note 4: To be agreed in advance with the Agency

### D.2 Dust Deposition

**Table D.2.1 Dust Deposition Monitoring Frequency and Technique**

Parameter (mg/m <sup>2</sup> /day)	Monitoring Frequency	Analysis Method/Technique
Dust	Three times a year <sup>Note 2</sup>	Standard Method <sup>Note 1</sup>

Note 1: Standard method VDI2119 (Measurement of Dustfall; Determination of Dustfall using Bergerhoff Instrument (Standard Method) German Engineering Institute). A modification (not included in the standard) which 2 methoxy ethanol may be employed to eliminate interference due to algae growth in the gauge.

Note 2: Twice during the period May to September.

### D.3 Particulate Emissions (where relevant)

**Table D.3.1 Particulate Emissions Monitoring Frequency and Technique**

Parameter	Monitoring Frequency	Analysis Method/Technique
Total Particulates	Annually	Isokinetic/Gravimetric

### D.4 Noise

**Table D.4.1 Noise Monitoring Frequency and Technique**

Parameter	Monitoring Frequency	Analysis Method/Technique
L(A) <sub>EQ</sub> [30 minutes]	Annual	Standard <sup>Note 1</sup>
L(A) <sub>10</sub> [30 minutes]	Annual	Standard <sup>Note 1</sup>
L(A) <sub>90</sub> [30 minutes]	Annual	Standard <sup>Note 1</sup>
Frequency Analysis (1/3 Octave band analysis)	Annual	Standard <sup>Note 1</sup>

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

## D.5 Surface Water Emissions

Table D.5.1 Surface water Monitoring Frequency and Techniques

Parameter	Monitoring Frequency	Analysis Method/Technique
PH	Quarterly	Electrometry
Biological Oxygen Demand	Quarterly	Standard Methods <sup>Note 1</sup>
Suspended Solids	Quarterly	Standard Methods <sup>Note 1</sup>
Mineral Oils	Quarterly	Standard Methods <sup>Note 1</sup>

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.6 Waste water Emissions

Table D.6.1 Waste water Monitoring Frequency and Techniques

Parameter	Monitoring Frequency	Analysis Method/Technique
PH	Quarterly	Electrometry
Biological Oxygen Demand	Quarterly	Standard Methods <sup>Note 1</sup>
Chemical Oxygen Demand	Quarterly	Standard Methods <sup>Note 1</sup>
Suspended Solids	Quarterly	Standard Methods <sup>Note 1</sup>
Temperature	Quarterly	Temperature probe
Flow	Daily	Note 2

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.

Note 2: Flow to sewer to be monitored on a daily basis by metering the volume of water used at the facility on a daily basis.

# SCHEDULE E : Recording and Reporting to the Agency

Report	Reporting Frequency <sup>Note 1</sup>	Report Submission Date
Environmental Management System Updates	Annually	One month after the end of the year reported on.
Annual Environment Report (AER)	Annually	Thirteen months from the date of grant of licence and one month after the end of each calendar year thereafter.
Record of incidents	As they occur	Within five days of the incident.
Bund, tank and container integrity assessment	Every three years	Six months from the date of grant of licence and one month after end of the three year period being reported on.
Specified Engineering Works reports	As they arise	Prior to the works commencing.
Monitoring of Surface Water Quality	Quarterly	Ten days after end of the quarter being reported on.
Monitoring of Waste water	Quarterly	Ten days after end of the quarter being reported on.
Dust Monitoring	Three times a year	Ten days after the period being reported on
Noise Monitoring	Annually	One month after end of the year being reported on.
Any other monitoring	As they occur	Within ten days of obtaining results.

Note 1: Unless altered at the request of the Agency

# SCHEDULE F : Content of the Annual Environmental Report

## Annual Environmental Report Content

Reporting Period.

Waste activities carried out at the facility.

Quantity and Composition of waste recovered, received and disposed of during the reporting period and each previous year (relevant EWC codes to be used)

Summary report on emissions

Summary of results and interpretations of environmental monitoring, including a location plan of all monitoring locations.

Resource and energy consumption summary.

Development / Infrastructural works in place and planned, to process waste quantities projected for the following year (including plant operating capacity, provision of adequate standby capacity and provision of contingency, backup and spares in the case of breakdown)

Schedule of Environmental Objectives and Targets for the forthcoming year.

Report on the progress towards achievement of the Environmental Objectives and Targets contained in previous year's report.

Full title and a written summary of any procedures developed by the licensee in the year which relates to the facility operation.

Tank, drum, pipeline and bund testing and inspection report.

Reported Incidents and Complaints summaries.

Review of Nuisance Controls.

Reports on financial provision made under this licence, management and staffing structure of the facility, and a programme for public information

Volume of waste water produced and volume of waste water transported off-site.

Any other items specified by the Agency.

NOTE 1: Content to be revised subject to the agreement of the Agency after cessation of waste acceptance at the facility.

Sealed by the seal of the Agency on this the 24<sup>th</sup> day of May 2002

**PRESENT when the seal of the Agency  
was affixed hereto:**

\_\_\_\_\_  
Iain Maclean, Director/Authorised Person

**ATTACHMENT 1B**

*Letter of approval from the OEE for the ELRA*

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LS Approval - Notice - ELRA/CRAMP Approval

## Licensing Notice Details

### Subject

LS Approval - Notice - ELRA/CRAMP Approval

### Created Date

16/05/2014

Dear Ms. Clarke,

I refer to your submissions LR009559 "New CRAMP Proposal for Bergins Site - May 2014" and LR009560 "ELRA for Bergins Site - May 2014" including the reports 'Closure, Restoration and Aftercare Management Plan' (CRAMP) and 'Environmental Liabilities Risk Assessment' (ELRA) received by the Agency on 14/05/2014 in relation to Bergin Waste Disposal Limited Reg No W0163-01.

The approval is sought under Conditions 4 and 12 of Waste Licence W0163-01. In reference to the above the Agency makes the following comments;

- I am to advise you that on the basis of the information provided, the Agency approves the above reports and the proposed Financial Provision costings
- Bergin Waste Disposal Limited (or the proposed Transferee if Licence Transfer is applied for) are now required to make financial provision to the Agency to cover the agreed costings i.e. €269,508 to cover the Environmental Liabilities (both ELRA and CRAMP)
- You should contact the Agency's Legal Services Team at Legal Services, Office of Environmental Enforcement, PO Box 3000, Johnstown Castle Estate, Wexford to progress the financial provision
- The Financial Provision proposal should be submitted without delay in order to progress the Licence Transfer
- The amount of financial indemnity held should be reviewed annually as required by Condition 12.2.3
- Any future revisions of the ELRA, CRAMP and Financial Provision must have regard to the guidance provided in the Agency's 'Guidance on Assessing and Costing Environmental Liabilities'.

The Agency may at any time, if it considers necessary, revisit and/or revoke this approval.

Agreement by the Agency of the ELRA and CRAMP costings etc. does not constitute an acceptance on the part of the Agency that the ELRA and CRAMP costings constitute a description of all potential risks or liabilities or costs that may arise or materialise in relation to the facility but, rather, constitute in the view of the Agency as of 16/05/2014 a general assessment of risk and general estimate of costs to inform the overall environmental management and understanding of the licensed site and the putting in place of Financial Provision etc. Where additional costs arise relating to prevention or remediation of environmental pollution, these remain the responsibility of the Licensee.

You are reminded of the requirement to comply with the Conditions of Waste Licence W0163-01 at all times.

The person dealing with this matter is Michelle McKim,

Yours sincerely,

**Michelle McKim, Inspector**

Office of Environmental Enforcement

**ATTACHMENT 1C**

*Letter of approval from the OEE for the CRAMP*

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LS Approval - Notice - ELRA/CRAMP Approval

## Licensing Notice Details

### Subject

LS Approval - Notice - ELRA/CRAMP Approval

### Created Date

16/05/2014

Dear Ms. Clarke,

I refer to your submissions LR009559 "New CRAMP Proposal for Bergins Site - May 2014" and LR009560 "ELRA for Bergins Site - May 2014" including the reports 'Closure, Restoration and Aftercare Management Plan' (CRAMP) and 'Environmental Liabilities Risk Assessment' (ELRA) received by the Agency on 14/05/2014 in relation to Bergin Waste Disposal Limited Reg No W0163-01.

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Agreement by the Agency of the ELRA and CRAMP costings etc. does not constitute an acceptance on the part of the Agency that the ELRA and CRAMP costings constitute a description of all potential risks or liabilities or costs that may arise or materialise in relation to the facility but, rather, constitute in the view of the Agency as of 16/05/2014 a general assessment of risk and general estimate of costs to inform the overall environmental management and understanding of the licensed site and the putting in place of Financial Provision etc. Where additional costs arise relating to prevention or remediation of environmental pollution, these remain the responsibility of the Licensee.

You are reminded of the requirement to comply with the Conditions of Waste Licence W0163-01 at all times.

The person dealing with this matter is Michelle McKim,

Yours sincerely,

**Michelle McKim, Inspector**

Office of Environmental Enforcement

**ATTACHMENT 2A**

*Certified Copy of Certificate of Incorporation*

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



**Short Certificate of Incorporation of a Company**  
**(Electronic Form, for Public Service Use only)**

**I hereby certify**

that company number **141912** ,  
**BRUSCAR BHEARNA TEORANTA**,  
was Incorporated under the Companies Acts, 1963 to 1986,  
as a Limited Company on  
**Wednesday, the 22nd day of March, 1989.**

Certified by me at Dublin, this **Wednesday, the 18th day of December, 2013.**

( **53F8F1** )

Registrar of Companies  
Helen Dixon

Companies Act 1963, section 370(1); Electronic Commerce Act 2000, sections 12 and 13

**Note**

The above certificate of incorporation is furnished free of charge by the registrar of companies and is valid solely for public service use. A process has been put in place whereby, where necessary, the certificate may be verified by a public service body on inquiry to the registrar.

The applicant for any public service who is required to produce a certificate of incorporation must certify below that the certificate has not been tampered with in any way. The certificate shall be retained by the public service organisation that requires its delivery and may be used as evidence of any wrongful use.

I, (name) SEAN CURRAN  
of (address) BRUSCAR BHEARNA TEO, CARROWBROWNE, HEADFORD ROAD, CO. GALWAY

hereby declare that this is one and the same as the Certificate of Incorporation of the above company that was made available electronically, for public service use, at my request, by the registrar of companies.

I further declare that to the best of my knowledge, information and belief, the said Certificate has not been altered or amended in any way.

I acknowledge that it is a criminal offence to forge a public document with intent to defraud or deceive, and that it is an offence to utter a forged document with intent to defraud or deceive, in each case punishable with imprisonment for a term not exceeding two years.

I make this Declaration for the benefit of

(name of public body) ENVIRONMENTAL PROTECTION AGENCY

to whom I am furnishing the Certificate.

Sean Curran 18/12/2013

Signature of Applicant Date

Forgery Act 1913, section 4 and 6

**ATTACHMENT 2B**

*Particulars of the Registered Office of the Company*

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**Company Name:** Bruscar Bhearna Teoranta (trading as Barna Waste)  
**Company Number:** 141912  
**Date Incorporated:** 22<sup>nd</sup> March 1989  
**Particulars of the Registered Office of the Company:** Barna Waste  
Carrowbrowne  
Headford Road  
County Galway

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**ATTACHMENT 2C**

*Organisational chart showing the company structure and the details of management and supervision staff*

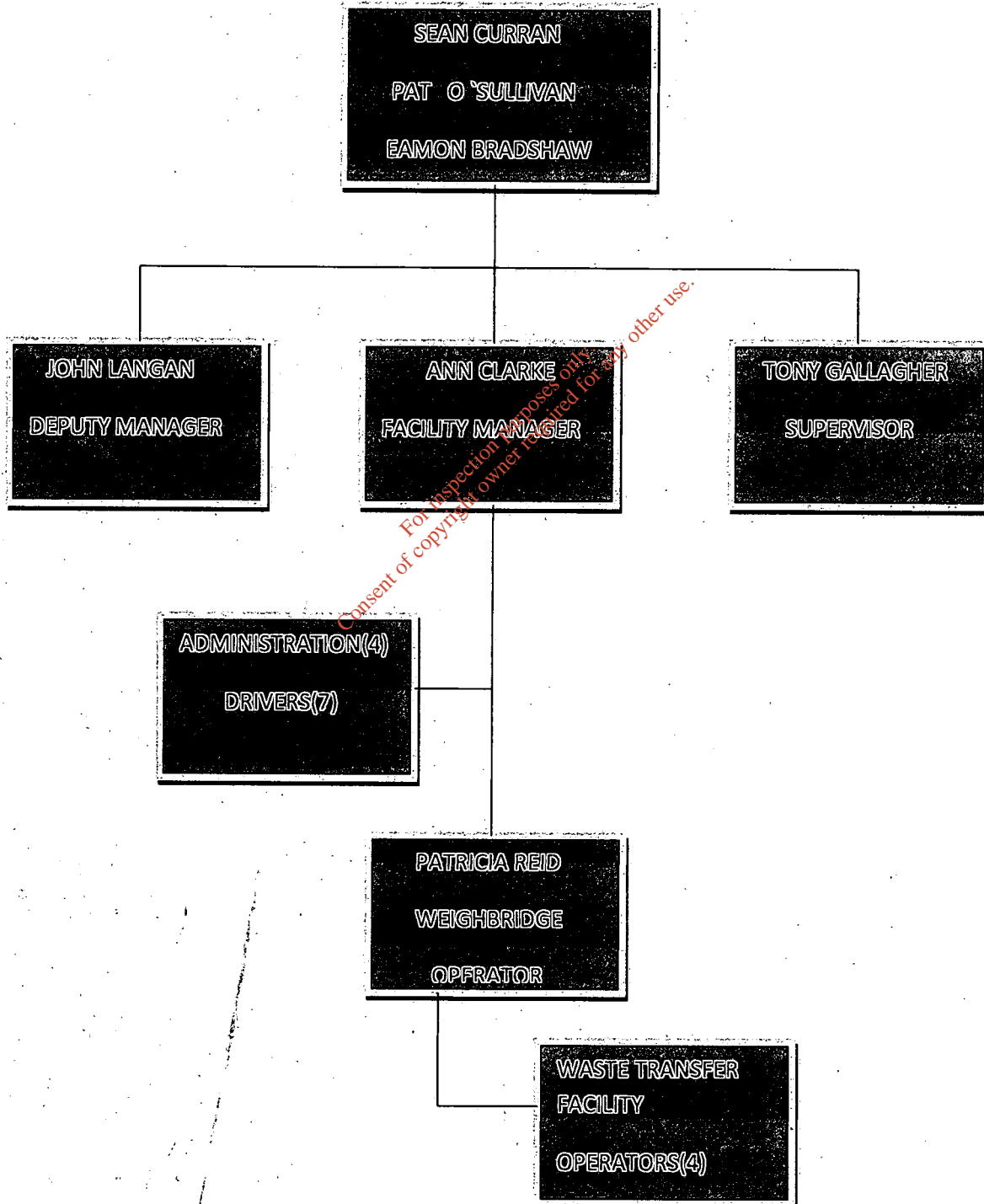
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## Management & Reporting Structure

The Management Structure for the facility is outlined below:

- The trade of Bergin Waste LTD was taken by Bruscar Bearna Teo
- Facility Manager for the site is Ann Clarke
- Site Manager and Deputy Facility Manager for the site is John Langan.



## Job Description

**POSITION TITLE: Managing Director**

**DEPARTMENT: Manager**

---

**PURPOSE:**

The executive is responsible for the operations of the firm and controls resources and expenditures.

---

**RESPONSIBILITIES**

- 1) To provide managerial support to all staff within the facility.
  - 2) To ensure the future of the business by seeking new business opportunities and managing the expansion of the facility in term of structure and personnel.
  - 3) Liaise with the Facility Manager to ensure the company is always working within the requirements of the EPA licence and ISO 14401 standards.
  - 4) To oversee the business as a whole and keep a line of communication open with all managers /staff.
- 

**SKILLS/EXPERIENCE/QUALIFICATIONS**

Experience in the waste industry as well as completing the FAS Waste Management Course.

---

**BACK-UP**

In the event of the Managing Director being off-site or unavailable a designated back up will always be available. The nominated and designated replacements for the Managing Director are as follows:

John Langan – Site Manager  
Ann Clark – Facility Manager

## Job Description

**POSITION TITLE:** Financial Controller

**DEPARTMENT:** Finance

**REPORT TO:** Managing Director

---

**PURPOSE:**

Oversee all financial management and accounting functions, provide administrative technical and policy support for all financial issues. Provide full supervision and technical assistance to financial staff members when required.

---

**RESPONSIBILITIES:**

- 1) Responsible for the cash and bank reconciliation's of the company.
  - 2) Managing credit control department for the business.
  - 3) Oversee the weekly running of the payroll for the company.
  - 4) Responsible for overseeing all loan and grant applications related to the business.
  - 5) Providing financial summary's and reports for the company as required.
- 

**SKILLS/EXPERIENCE/QUALIFICATIONS**

- 1) Must have previous experience in a senior financial position.
  - 2) Must hold the appropriate qualification or have the appropriate experience in a financial position or equivalent. Some environmental experience desired but not essential.
- 

**BACK-UP**

In the event of the Finance Manager being off -site or unavailable a designated back up will always be available. The nominated and designated replacements for the Financial Manger are as follows:

Mel Glancy- Accountant (Galway site)

## Job Description

**POSITION TITLE:** Facilities Manager

**DEPARTMENT:** Facilities

**REPORT TO:** Managing Director

**PURPOSE:**

To implement, manage and maintain the requirements of the EPA Waste Licence and ISO 14001 Environmental Management Systems and any other related processes.

**RESPONSIBILITIES:**

- 1) To co-ordinate and manage the internal EMS system and carry out audits and checks as required by the EPA waste licence and ISO standards.
- 2) To host the management review of the environmental management system.
- 3) To co-ordinate external third party EPA and ISO surveillance.
- 4) To co-ordinate the Environmental Management Programmes in the attainment of their objectives and targets.
- 5) To ensure the adequate communication is maintained to inform all employees of changes and progress of continuous improvements pertinent to the environmental management programmes.
- 6) To ensure that accurate data and records are available for publication both internal and external to the organisation.
- 7) Generally ensuring adherence to the EPA Licence and ISO 14001 standard and ensuring all process, procedures are in line to support this.
- 8) Manage all exports of recycling materials.

**SKILLS/EXPERIENCE/QUALIFICATIONS**

- 1) Must be experienced/trained Internal Quality Auditor or Internal Environmental Auditor or both.
- 2) Must hold an appropriate qualification or have the appropriate experience in a Quality or Environmental control function or equivalent.
- 3) Must have excellent oral and written communication skills.
- 4) Must be capable of working as part of a team as well as displaying good team leadership skills.

**BACK - UP**

In the event of the Facilities Manager being off - site or unavailable a designated back up will always be available. The nominated and designated replacements for the Facilities Manager at Barna Waste are:

John Langan – Site Manager  
Campbell Finnie – Facility Manager (Galway)  
Niall Jordan - Deputy Facility Manager (Galway)

## Job Description

**POSITION TITLE:** Operations Manager

**DEPARTMENT:** Operations

**REPORT TO:** Managing Director

---

**PURPOSE:**

To manage the staff and general activities following waste acceptance to ensure materials are processed in timely manner and in accordance with the documented procedure in our EMS and ensuring maximum recycling levels are achieved.

---

**RESPONDIBILITIES:**

- 1) To manage the operations staff, provide support and ensure maximum material is processed, quality of product and recycling levels are achieved.
- 2) To ensure proper training is given to employees that will allow them to perform well within there function.
- 3) To maintain machinery and mobile plant to ensure there reliability and performance is up to standard at all times.
- 4) Manage shift patterns, holidays & overtime when required.
- 5) Communicate production results and any other relevant information on a regular basis to the rest of the management team.
- 6) To provide regular feedback and communication to all operations employees in relation to there general performance against company targets set out in the EMS and company policy.

---

**SKILLS/EXPERIENCE/QUALIFICATIONS**

- 1) Must have experience of managing an operations process with over fifty people.
- 2) Knowledge of the Waste & Recycling Industry is an advantage.
- 3) Must have excellent communication skills.

---

**BACK-UP**

In the event the Operations Manager is off site a designated back up will always be available the nominated replacements are as follows:

Sean Curran - Managing Director

Tony Gallagher – Site Supervisor

## Job Description

**POSITION TITLE:** Health & Safety Manager

**DEPARTMENT:** Health & Safety

**REPORT TO:** Managing Director

---

**PURPOSE:**

Managing the Health & Safety system within Barna Waste to ensure the company are always operating within the legislation/laws to which it operates under.

---

**RESPONSIBILITIES:**

- 1) Responsible for the overall implementation of a Health & Safety management plan.
- 2) Liaising with the Health & Safety Authority on a regular basis.
- 3) Providing regular communication and reports to the management team regarding the health & safety plan.
- 4) Responsible for delivering health & safety inductions to all new employees.
- 5) Ensure there is an adequate supply of safety gear on site and to ensure all employees have received the safety gear required to do their job.

---

**SKILLS/EXPERIENCE/QUALIFICATIONS**

- 1) Must have previous experience in a management role.
- 2) Must display extensive knowledge of all relevant Health & Safety Legislation.
- 3) Must have excellent oral and written communications skills.

---

**BACK-UP**

In the event of the Health & Safety Manager being off-site or unavailable a designated back up will always be available the nominated replacement is as follows:

Sean Curran - Managing Director  
John Langan - Site Manager

**ATTACHMENT 2D**

*Letter of approval from the OEE for the Financial Provision*

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As can be seen from attachments 1B and 1C the Office of Environmental Enforcement has approved both the ELRA and CRAMP proposals which have calculated the Financial Provision or Bond required for the site to be €269,508 and per the confirmation letter.

Barna Waste now has an agreement in place with an underwriter to provide this bond in full and a fee has been agreed for this. The bond proposal has been drafted in the attached format as agreed with the Agencies legal team and is in the process of being signed, stamped and dated. We will forward the official bond certification when all the paperwork has been returned.

For the purpose of the licence transfer we attached the approval from the OEE and the bond template we are using as agreed with OEE.

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[Home](#) >> [All Licences](#) >> [Bergin Waste Disposal Limited \(W0163-01\)](#) >> [All Actions & Notices](#) >>  
LS Approval - Notice - ELRA/CRAMP Approval

## Licensing Notice Details

### Subject

LS Approval - Notice - ELRA/CRAMP Approval

### Created Date

16/05/2014

Dear Ms. Clarke,

I refer to your submissions LR009559 "New CRAMP Proposal for Bergins Site - May 2014" and LR009560 "ELRA for Bergins Site - May 2014" including the reports 'Closure, Restoration and Aftercare Management Plan' (CRAMP) and 'Environmental Liabilities Risk Assessment' (ELRA) received by the Agency on 14/05/2014 in relation to Bergin Waste Disposal Limited Reg No W0163-01.

The approval is sought under Conditions 4 and 12 of Waste Licence W0163-01. In reference to the above the Agency makes the following comments;

- I am to advise you that on the basis of the information provided, the Agency approves the above reports and the proposed Financial Provision costings
- Bergin Waste Disposal Limited (or the proposed transferee if licence transfer is applied for) are now required to make financial provision to the Agency to cover the agreed costings i.e. €269,508 to cover the Environmental Liabilities (both ELRA and CRAMP)
- You should contact the Agency's Legal Services Team at Legal Services, Office of Environmental Enforcement, PO Box 3000, Johnstown Castle Estate, Wexford to progress the financial provision
- The Financial Provision proposal should be submitted without delay in order to progress the licence transfer
- The amount of financial indemnity held should be reviewed annually as required by Condition 12.2.3
- Any future revisions of the ELRA, CRAMP and Financial Provision must have regard to the guidance provided in the Agency's 'Guidance on Assessing and Costing Environmental Liabilities'.

The Agency may at any time, if it considers necessary, revisit and/or revoke this approval.

Agreement by the Agency of the ELRA and CRAMP costings etc. does not constitute an acceptance on the part of the Agency that the ELRA and CRAMP costings constitute a description of all potential risks or liabilities or costs that may arise or materialise in relation to the facility but, rather, constitute in the view of the Agency as of 16/05/2014 a general assessment of risk and general estimate of costs to inform the overall environmental management and understanding of the licensed site and the putting in place of Financial Provision etc. Where additional costs arise relating to prevention or remediation of environmental pollution, these remain the responsibility of the licensee.

You are reminded of the requirement to comply with the Conditions of Waste Licence W0163-01 at all times.

The person dealing with this matter is Michelle McKim,

Yours sincerely,

**Michelle McKim, Inspector**

Office of Environmental Enforcement

**TO:** The Environmental Protection Agency (the "Agency")  
PO Box 3000  
Johnstown Castle Estate  
Wexford  
County Wexford  
Ireland

Dated:

**On demand performance bond No: [NUMBER] dated [DATE]**

Dear Sirs,

1. Definitions

In this bond instrument, capitalised terms shall, unless the context otherwise requires, have the meanings ascribed to such terms in Clause [9] of this bond instrument.

2. Background

We understand that:

- 2.1 The Licensee [owns and] operates the Licensed Site.
- 2.2 The Agency issued the Licence to the Licensee. Pursuant to the Licence, the Licensee is permitted to carry out [short description of licensed activities] at the Licensed Site.
- 2.3 The Agency is the competent public authority in relation to the licensing and regulation of such activities pursuant to the Agency's rights, powers and obligations set out in Irish Environmental law.
- 2.4 Pursuant to the Licence and Irish Environmental law, the Licensee is required to make financial provisions for the benefit of the Agency as security for the Licensee's Obligations. The Licensee has procured the issue of this bond instrument accordingly.

3. Bond

Further to the Licensee's obligations under the Licence and at the request of the Licensee we, [insert name and address of issuer], irrevocably and unconditionally promise to pay, as primary obligor, to the Agency on a first written demand received from the Agency and waiving all rights of objection and defence and without reference to the Licensee an amount or amounts not exceeding in aggregate EUR [the Bond Amount] provided that the demand of the Agency complies with the provisions of this bond instrument.

4. Demand

- 4.1 [Save for the service of any proceedings in accordance with Clause 8.2.]  
[Any/any] demand or other notice of the Agency under this bond instrument  
must be received by us at:

<sup>1</sup> Use this clause if the issuer is a financial institution located outside of the jurisdiction and if an Irish process agent has been appointed.

[Headed Paper of Issuing Financial Institution]

Address:  
Attention:  
Fax No:  
Email Address:

before the Expiry Date and must be in the form of a statement signed by the Agency that the Licensee has:

- (a) failed to perform any condition of the Licensee's Obligations;
- (b) specifies in what respects the Licensee has so failed; and
- (c) specifies the amount claimed.

4.2 The Agency may make multiple demands under the bond instrument provided that our aggregate liability under this bond instrument is limited to the Bond Amount. The Bond Amount shall be reduced by any amount paid out by us under this bond instrument.

4.3 We shall accept a demand as evidence, for the purposes of this bond instrument alone, that the amount claimed is, or will be, due to the Agency.

4.4 The Agency may also issue a demand under this bond instrument for the Bond Amount if the Licensee has failed to provide a replacement bond instrument in favour of the Agency on terms, and from a bond provider, acceptable to the Agency, no later than one calendar month before the Expiry Date.

5. Termination

5.1 This bond instrument shall expire at the close of normal banking hours on the Expiry Date.

5.2 On the Expiry Date, this bond instrument shall become null and void, whether returned to us for cancellation or not, and any demand received after the Expiry Date shall be ineffective.

6. Transfer

6.1 We agree that, if the Licence is:

- (a) transferred to a third party, this bond instrument shall continue in full force and effect. In the event of such transfer the provision of financial security by the transferee shall be a matter between the Agency and the transferee; and/or
- (b) surrendered, suspended or revoked, this bond instrument shall continue in full force and effect.

6.2 This benefit of this bond instrument is not transferable or assignable by the Agency, other than to a successor governmental authority, ministry, body or agency, howsoever described, of the Agency. For the avoidance of doubt, nothing in this bond instrument shall confer on any third party any benefit or the right to enforce any term of this bond instrument.

7. Choice of Law

This bond instrument and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

8. Jurisdiction

8.1 The parties to this bond instrument irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this bond instrument or its subject matter or formation (including non-contractual disputes or claims).

[8.2 Without prejudice to any other mode of service allowed under any relevant law, we hereby:

- (a) irrevocably appoints [ ] as its agent for service of process in relation to any proceedings before the Irish courts in connection with any this bond instrument; and
- (b) agrees that failure by a process agent to notify us of the process will not invalidate the proceedings concerned.]

9. Definitions

Capitalised terms used in this bond instrument shall, unless otherwise defined, have the following meanings:

"**Bond Amount**" means [insert maximum amount of bond].

"**Expiry Date**" means [insert date].

"**Environment**" means the environment generally including all of its physical and ecological aspects including:

- (a) land including the sea bed and any natural or man-made structures;
- (b) water including rivers, lakes (man-made or natural), canals, the ocean (whether within or without territorial waters), ground waters and waters in drains and sewers; and
- (c) air including air within buildings and other natural and man-made structures above or below ground,

and "**Environmental**" shall be construed accordingly.

"**Known Liabilities**" means all present and future Environmental liabilities in connection with (a) the closure, decommissioning and residuals management of the Licensed Site and (b) the rehabilitation, remediation, restoration, ongoing emissions control and monitoring of the Licensed Site following closure.

"**Licensee**" means [ ] a company registered in [Ireland] with company number [ ].

"**Licence**" means the [integrated pollution prevention control licence issued by the Agency on [ ] with licence register number [ ] / [waste licence issued by the Agency on [ ] with licence register number [ ] / [industrial emissions licence issued by the Agency on [ ] with licence

register number [ ] [as revised/amended/extended from time to time] [including by [ ]].

**"Licensee's Obligations"** means all present and future obligations of the Licensee in respect of the Known Liabilities and the Unknown Liabilities, under Environmental law and/or the Licence. Any reference to the **"Licensee's Obligations"** includes a reference to any of them.

**"Licensed Site"** means the land and property [y/ies] which [is/are] the subject of the Licence, being the [property known as] / [the Licensee's [insert nature of the licensed operations] facility at [insert location of licensed site]].

**"Unknown Liabilities"** means all present and future Environmental liabilities arising from incidents, accidents and/or other changes of circumstances from the norm with actual or potential negative consequences in relation to the Licensed Site.

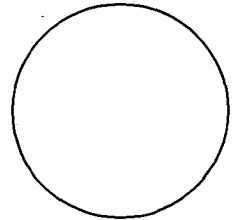
This bond instrument has been entered into as a deed by us on the date on the date of this letter.

Yours faithfully,

**PRESENT** when the Common Seal of [Issuing Financial Institution] **LIMITED** was affixed hereto and this deed was delivered:

\_\_\_\_\_  
**Director,**

\_\_\_\_\_  
**Director / Secretary,**



**EXECUTED** as a deed by [Issuing Financial Institution] **LIMITED** on being signed by two directors or a director and secretary,

\_\_\_\_\_  
.....(Director)

\_\_\_\_\_  
.....(Director/Secretary)

**BRUSCAR BHEARNA TEORANTA**  
**GROUP FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31 DECEMBER 2013**

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**BRUSCAR BHEARNA TEORANTA  
GROUP FINANCIAL STATEMENTS  
YEAR ENDED 31 DECEMBER 2013**

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**BRUSCAR BHEARNA TEORANTA  
OFFICERS AND PROFESSIONAL ADVISERS**

**Directors**

Sean Curran  
Pat O'Sullivan (appointed 11 July 2013)  
Eamonn Bradshaw (appointed 11 July 2013)  
Annette Curran (resigned 11 July 2013)

**Secretary**

Annette Curran (resigned 11 July 2013)  
Sean Curran (appointed 11 July 2013)

**Registered Office**

Carrowbrowne  
Headford Road  
Co Galway

**Accountants & Auditors**

Baker Tilly Ryan Glennon  
Trinity House  
Charleston Road  
Ranelagh  
Dublin 6

**Business Address**

Carrowbrowne  
Headford Road  
Co Galway

**Bankers**

Bank of Ireland  
Salthill  
Galway

**Solicitors**

Padhraic Harris & Co.  
Merchants Gate  
Merchants Road  
Galway

Gary Daly & Co Solicitors  
312 The Chapel Building  
Mary's Abbey  
Dublin 7



**BRUSCAR BHEARNA TEORANTA**  
**THE GROUP DIRECTORS' REPORT**  
**FOR THE YEAR ENDED 31 DECEMBER 2013**

The directors present their report and the group financial statements for the year ended 31 December 2013.

**Principal activities and business review**

The group financial statements presented herein consist of the consolidated results of Bruscar Bhearna Teoranta and Joe McLoughlin Waste Disposal Limited. The principal activity of the group during the year was the collection and disposal of waste, recyclable and compostable material. There has been no significant change in these activities during the year ended 31 December 2013.

The group's turnover and gross profit has increased year on year. The demand for its service remains strong and the group has modified its operations to meet consumer needs and maintain a strong market position. During 2013 the group was placed under the protection of the high court and an interim examiner was appointed on 11 April 2013. The group successfully exited examinership in July 2013 having secured additional investment and funding. As at 11 July 2013, the share capital of the companies was acquired by Cognito Asset Management Limited, which owns 100% of the share capital of the group presented herein. In addition, negotiations were successfully concluded with the group's bankers, Bank of Scotland (Ireland) and its trade creditors which resulted in debt restructuring. The combination of additional funding and debt restructuring has resulted in a restructured balance sheet which in the opinion of directors will position the group for future growth and the payment of its debts as they fall due.

**Results and state of affairs of the group**

The group's financial statements, presented herein, consist of Bruscar Bhearna Teoranta and Joe McLoughlin Waste Disposal Limited for the full year ended 31 December 2013. The results do not include any adjustments arising from the acquisition of the group by Cognito Asset Management Limited during the year. The statutory audited accounts of Cognito Asset Management Limited are made publicly available in the Companies Registration Office in accordance with the annual return date.

The consolidated profit and loss account for the year ended 31 December 2013 and the consolidated balance sheet at that date are set out on pages 6 and 7. The profit on ordinary activities for the year before taxation amounted to €6,801,056, after crediting an exceptional item amount of €6,444,281, compared with a loss of €1,479,720 in the previous year. After deducting taxation at the amount of €24,694 for the year, an amount of €6,776,362 has been transferred to reserves.

**Results and dividends**

The directors do not recommend payment of a dividend (2012: Nil).

**Principal risks and uncertainties**

The directors consider that the principal risks and uncertainties faced by the group are in the following categories:

**Commercial risk**

The group has a significant customer base. While credit checks are carried out before extending credit, there still remains the risk of incurring bad debts. Accounts are regularly monitored and reviewed in an effort to prevent default.

**Competitive risk**

The government has recently indicated a possible change in domestic waste management policy in that regional waste collection may be controlled by local government in future. This may result in waste operators tendering for domestic waste collection areas to be decided by local authorities rather than the open competition between operators which currently exists.

**BRUSCAR BHEARNA TEORANTA**  
**THE GROUP DIRECTORS' REPORT**  
**FOR THE YEAR ENDED 31 DECEMBER 2013**

**Liquidity and cashflow risk**

The working capital requirements of the group vary during the financial year. Regular management reviews are undertaken to ensure that there are sufficient resources available to ensure that all obligations are met when they fall due.

**Currency risks**

The group's activities are concluded mainly in Euro. This results in low levels of currency translation risk. Variations affecting operating activities in this regard are reflected in operating costs in the profit and loss account in the year which they relate.

**Events since the balance sheet date**

There were no important events since the year end.

**Directors' and secretary's interests in shares of Bruscar Bhearna Teoranta**

The directors and secretary who served the company during the year together with their beneficial interests in the shares of the company were as follows:

	2013	2012
	€	€
	<b>Ordinary share at €1.00 each</b>	
Annette Curran (resigned 11 July 2013)	-	1
Sean Curran	-	19,999
	<u>          </u>	<u>          </u>

As at 31 December 2013, Cognito Asset Management Limited held 100% of the share capital of the company.

**Books of Account**

The directors believe that they have complied with the requirements of Section 202 of the Companies Act, 1990 with regard to books of account by employing a person with appropriate expertise and by providing adequate resources to the financial function. The books of account are held at the group's premises at Carrowbrowne, Headford Road, Co. Galway.

**Political contributions**

During the year the group contributed €nil to political parties.

This report was approved by the Board on 25 June 2014 and signed on its behalf by:

**Sean Curran**  
**Director**

**Pat O'Sullivan**  
**Director**

## BRUSCAR BHEARNA TEORANTA

### STATEMENT OF DIRECTORS' RESPONSIBILITIES FOR THE YEAR ENDED 31 DECEMBER 2013

#### Statement of Directors' responsibilities and declaration on the group financial statements

##### General Responsibilities

The directors are responsible for preparing the Annual Report and the financial statements in accordance with applicable Irish law and generally accepted accounting practice in Ireland including the accounting standards issued by the Financial Reporting Council and promulgated by the Institute of Chartered Accountants in Ireland.

Irish Company law requires the directors to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the group and of the profit or loss of the group for that year.

The directors are responsible for keeping proper books of account which disclose with reasonable accuracy at any time the financial position of the group and to enable them to ensure that the financial statements are prepared in accordance with accounting standards generally accepted in Ireland and with Irish statute comprising the Companies Acts, 1963 to 2013. They are also responsible for safeguarding the assets of the group and hence, for taking reasonable steps for the prevention and detection of fraud and other irregularities.

##### Directors' declaration on the group financial statements

In relation to the financial statements as set out on pages 6 to 16;

- The directors approve these financial statements and confirm that they are responsible for them, including selecting the appropriate accounting policies, applying them consistently and making, on a reasonable and prudent basis, the judgements underlying them. They have been prepared on the going concern basis on the grounds that the group will continue in business.
- The directors confirm that they have made available to Baker Tilly Ryan Glennon, Business Partners & Accountants, all of the group's accounting records and provided all the information necessary for the compilation of the financial statements.
- The directors confirm that to the best of their knowledge and belief, the accounting records reflect all the transactions of the group for the year ended 31 December 2013.

On behalf of the Board:

**Sean Curran**  
Director

**Pat O'Sullivan**  
Director

**BRUSCAR BHEARNA TEORANTA**

**INDEPENDENT ACCOUNTANTS' REPORT TO THE MEMBERS OF THE GROUP  
FOR THE YEAR ENDED 31 DECEMBER 2013**

We have compiled the financial statements of the group which comprise the audited Profit and Loss Account and audited Balance Sheet of Bruscar Bhearna Teoranta and its 100% subsidiary, Joe McLoughlin Waste Disposal Limited.

This report is made to the group's board of directors, as a body, in accordance with the terms of our engagement. Our work has been undertaken so that we might compile the financial statements that we have been engaged to compile, report to the group's board of directors that we have done so, and state those matters that we have agreed to state to them in this report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the group and the group's board of directors, as a body, for our work, or for this report.

We have carried out this engagement in accordance with guidance issued by the Institute of Chartered Accountants in Ireland and have complied with the ethical guidance laid down by the Institute relating to members undertaking the compilation of financial statements.

You have acknowledged on the balance sheet as at 31 December 2013 your duty to ensure that the group has kept proper books of account and to prepare financial statements that give a true and fair view under the Companies Acts 1963 to 2013.

**Baker Tilly Ryan Glennon  
Business Partners & Accountants  
Trinity House  
Charleston Road  
Ranelagh  
Dublin 6**

**Date: 25 June 2014**

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**BRUSCAR BHEARNA TEORANTA**

**GROUP PROFIT AND LOSS ACCOUNT  
FOR THE YEAR ENDED 31 DECEMBER 2013**

		2013	2012
	Notes	€	€
<b>Group turnover</b>	<b>2</b>	<b>27,959,341</b>	<b>26,054,470</b>
Cost of sales		<b>(23,539,429)</b>	<b>(23,081,922)</b>
<b>Gross profit</b>		<b>4,419,912</b>	<b>2,972,548</b>
Administrative expenses		<b>(3,839,605)</b>	<b>(4,463,476)</b>
Other operating income		-	4,118
Exceptional item	9	<b>6,444,281</b>	-
<b>Operating profit/(loss)</b>	<b>3</b>	<b>7,024,588</b>	<b>(1,486,810)</b>
Other provisions	19		427,632
Interest receivable	6	220	433
Interest payable and similar charges	7	<b>(223,752)</b>	<b>(420,975)</b>
<b>Profit/(loss) on ordinary activities before taxation</b>		<b>6,801,056</b>	<b>(1,479,720)</b>
Tax on profit/(loss) on ordinary activities	10	<b>(24,694)</b>	188,336
<b>Profit/(loss) for the year</b>		<b>6,776,362</b>	<b>(1,291,384)</b>

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All the activities of the group are classed as continuing.

The group has no recognised gains or losses other than the results for the year as set out above.

The notes on pages 8 to 16 form an integral part of the financial statements.

The group financial statements were approved by the directors on 25 June 2014 and signed on their behalf by:

**Sean Curran**  
Director

**Pat O'Sullivan**  
Director

**BRUSCAR BHEARNA TEORANTA**

**GROUP BALANCE SHEET  
AS AT 31 DECEMBER 2013**

		2013		2012	
	Notes	€	€	€	€
<b>Fixed assets</b>					
Tangible assets	12	8,231,901		8,123,583	
		<u>8,231,901</u>		<u>8,123,583</u>	
<b>Current assets</b>					
Stocks	13	125,938		286,024	
Debtors	14	3,614,774		3,133,426	
Cash at bank and in hand		174,042		628,582	
		<u>3,914,754</u>		<u>4,048,032</u>	
<b>Creditors: amounts falling due within one year</b>	15	(6,476,926)		(16,460,319)	
<b>Net current (liabilities)</b>			(2,562,172)		(12,412,287)
<b>Total assets less current liabilities</b>			<u>5,669,729</u>		<u>(4,288,704)</u>
<b>Creditors: amounts falling due after more than one year</b>	16	(3,594,577)		(95,138)	
<b>Provisions for liabilities</b>					
Other provisions	19	-		(317,368)	
<b>Net assets/(liabilities)</b>			<u>2,075,152</u>		<u>(4,701,210)</u>
<b>Capital and reserves</b>					
Called up share capital	21	26,000		26,000	
Profit and loss account	22	2,049,152		(4,727,210)	
<b>Total Equity Shareholders' funds/(deficit)</b>	23	<u>2,075,152</u>		<u>(4,701,210)</u>	

The notes on pages 8 to 16 form an integral part of the financial statements.

These group financial statements were approved by the directors and authorised for issue on 25 June 2014 and signed on their behalf by:

**Sean Curran**  
Director

**Pat O'Sullivan**  
Director

## BRUSCAR BHEARNA TEORANTA

### NOTES TO THE GROUP FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2013

#### 1. Accounting Policies

##### 1.1. Basis of preparation

The group financial statements are prepared in accordance with generally accepted accounting principles under the historical cost convention.

##### 1.2 Basis of consolidation

The group's financial statements, presented within, consist of Bruscar Bhearna Teoranta and Joe McLoughlin Waste Disposal Limited for the full year ended 31 December 2013. The results do not include any adjustments arising from the acquisition of the group by Cognito Asset Management Limited during the year. The statutory audited accounts of Cognito Asset Management Limited are publicly available in the Companies Registration Office.

##### 1.3. Turnover

The turnover shown in the profit and loss account represents amounts invoiced during the year, exclusive of value added tax.

##### 1.4 Fixed assets

All tangible fixed assets are initially recorded at cost.

##### Depreciation

Depreciation is calculated so as to write off the cost of an asset, less its estimated residual value, over the useful economic life of that asset as follows:

Land and freehold buildings	-	4% straight line
Plant and machinery	-	12.5% - 20% straight line
Motor vehicles	-	20% straight line
Office Equipment	-	12.5% straight line

##### 1.5 Stocks

Stocks are valued at the lower of cost and net realisable value, after making due allowance for obsolete and slow moving items.

##### 1.6 Hire purchase agreements

Assets held under hire purchase agreements are capitalised and disclosed under tangible fixed assets at their fair value. The capital element of the future payments is treated as a liability and the interest is charged to the profit and loss account on a straight line basis.

##### 1.7 Finance lease agreements

Tangible fixed assets held under leasing arrangements which transfer substantially all the risks and rewards of ownership to the group are capitalised and included in the balance sheet at their cost or valuations, less depreciation. The corresponding commitments are recorded as liabilities. Payments in respect of these obligations are treated as consisting of capital and interest elements, with interest charged to the profit and loss account.

**BRUSCAR BHEARNA TEORANTA**

**NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013**

**1.8 Operating lease agreements**

Rentals applicable to operating leases where substantially all of the benefits and risks of ownership remain with the lessor are charged against profits on a straight line basis over the period of the lease.

**1.9 Deferred Taxation**

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date where transactions or events have occurred at the balance sheet date that result in an obligation to pay more, or a right to pay less or to receive more tax, with the following exceptions:

Provision is made for tax on gains arising from the revaluation (and similar fair value adjustments) of fixed assets, and gains on disposal of fixed assets that have been rolled over into replacement assets, only to the extent that, at the balance sheet date, there is a binding agreement to dispose of the assets concerned. However no provision is made where, on the basis of all available evidence at the balance sheet date, it is more likely than not that the taxable gain will be rolled over into replacement assets and charged to tax only where the replacement assets are sold.

Deferred tax assets are recognised only to the extent that the directors consider that it is more likely than not that there will be suitable taxable profits from which the future reversal of the underlying timing differences can be deducted.

Deferred tax is measured on an undiscounted basis at the tax rates that are expected to apply in the periods in which timing differences reverse, based on tax rates and laws enacted or substantively enacted at the balance sheet date.

**1.10 Pension Costs**

The pension costs charged in the financial statements represent the contribution payable by the group during the year. The regular cost of providing retirement pensions and related benefits is charged to the profit and loss account over the employees' service lives on the basis of a constant percentage of earnings.

**1.11 Foreign currencies**

Monetary assets and liabilities denominated in foreign currencies are translated into euro at the rates of exchange prevailing at the accounting date. Transactions in foreign currencies are recorded at the date of the transactions. Exchange differences are taken into account in arriving at the operating profit.



**BRUSCAR BHEARNA TEORANTA**

**NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013**

**2. Turnover**

The total turnover of the group for the year has been derived from its principal activity wholly undertaken in Ireland.

**3. Operating profit/(Loss)**

	2013	2012
	€	€
Operating profit is stated after charging/(crediting):		
Depreciation of owned fixed assets	1,644,265	1,951,374
Depreciation of assets held under hire purchase and finance lease agreements	123,944	143,974
Loss on disposal of tangible fixed assets	10,000	-
Operating lease costs	652,410	861,934
	<u>          </u>	<u>          </u>

**4. Employees**

**Number of employees**

The average number of staff employed by the group during the financial year amounted to:

	2013	2012
Number of production staff	217	236
Number of administrative staff	65	65
	<u>          </u>	<u>          </u>
	<u>          </u>	<u>          </u>

The aggregate payroll costs of the above were:

	2013	2012
	€	€
Wages and salaries	7,323,590	8,265,162
Social welfare costs	751,209	741,809
Other pension costs	86,238	92,179
	<u>          </u>	<u>          </u>
	<u>8,161,037</u>	<u>9,099,150</u>

**5. Directors' emoluments**

The directors' aggregate remuneration in respect of qualifying services were:

	2013	2012
	€	€
Remuneration receivable	83,250	90,000
Pension contributions	6,183	8,282
	<u>          </u>	<u>          </u>
	<u>89,433</u>	<u>98,282</u>

BRUSCAR BHEARNA TEORANTA

NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013

6. Interest receivable	2013	2012
	€	€
Bank interest receivable	220	433
	<u>220</u>	<u>433</u>
	<u><u>220</u></u>	<u><u>433</u></u>
7. Interest payable and similar charges	2013	2012
	€	€
Interest payable on bank borrowing	515	29,210
Interest on loans	224,142	347,532
Hire purchase and finance lease charges	(905)	44,233
	<u>223,752</u>	<u>420,975</u>
	<u><u>223,752</u></u>	<u><u>420,975</u></u>

8. Pension costs

The group operates a defined contribution pension scheme. The scheme and its assets are held by independent managers. The pension charge represents contributions due from the group and amounted to €86,238 (2012: €92,179).

9. Exceptional item: Examinership

The exceptional item of €6,444,281 arose primarily from the examinership process which Bruscar Bhearna Teoranta and Joe McLoughlin Waste Disposal Limited entered on 11 April 2013 and exited successfully on 11 July 2013. The exceptional item consists primarily of the write off of bank loans, trade creditors, professional service fees and redundancy related costs.

10. Tax on profit on ordinary activities

<i>(a) Analysis of profit and loss account charge:</i>	2013	2012
	€	€
<b>Current tax:</b>		
Irish Corporation tax based on the results for the year at 12.5% (2012: 12.5%)	(24,473)	-
Adjustments in respect of previous periods	(221)	-
Total current tax	<u>(24,694)</u>	<u>-</u>
	<u><u>(24,694)</u></u>	<u><u>-</u></u>
<b>Deferred tax:</b>		
Total deferred tax	-	(188,336)
Tax on profit/(loss) on ordinary activities	<u>(24,694)</u>	<u>(188,336)</u>
	<u><u>(24,694)</u></u>	<u><u>(188,336)</u></u>

BRUSCAR BHEARNA TEORANTA

NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013

Continued....

(b) Factors affecting current tax charge

The tax assessed for the year is lower than the standard rate of corporation tax in the Republic of Ireland of 12.5% (2012: 12.5%). The differences are explained below:

	2013	2012
	€	€
Profit/(loss) on activities before tax	6,801,056	(1,479,720)
Profit/(loss) on ordinary activities multiplied by standard rate	850,132	(184,965)
Effects of:		
Expenses not deductible for tax purposes	-	7,659
Net income not taxable	(731,812)	-
Other deductions for tax purposes	(4,024)	-
Timing differences arising in the year	57,886	41,668
Losses carried forward	(150,595)	135,584
Income tax withheld	993	-
Other fixed asset timing differences	1,866	-
Additional tax arising on profits chargeable at 25%	27	54
Total current tax	<u>24,473</u>	<u>-</u>

(c) Factors that may affect future tax charges

No factors impacting future tax rates

11. Profit/(loss) attributable to members of the parent company

The profit/(loss) dealt with in the financial statements of the parent company, Bruscar Bhearna Teoranta, was €6,857,597 (2012: loss of €1,002,865).

BRUSCAR BHEARNA TEORANTA

NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013

12. Tangible Assets

Group	Freehold Property	Plant & machinery	Motor Vehicles	Office equipment	Total
	€	€	€	€	€
<b>Cost/reevaluation</b>					
At 1 January 2013	5,429,021	16,261,282	7,187,386	6,250	28,883,939
Additions	959,191	853,310	90,482	14,558	1,917,541
Disposals	-	(25,000)	(25,000)	-	(50,000)
<b>At 31 December 2013</b>	<b>6,388,212</b>	<b>17,089,592</b>	<b>7,252,868</b>	<b>20,808</b>	<b>30,751,480</b>
<b>Depreciation</b>					
At 1 January 2013	1,659,608	12,357,142	6,742,043	1,563	20,760,356
Charge for the year	238,986	1,262,851	281,798	5,588	1,789,223
Disposals	-	(25,000)	(5,000)	-	(30,000)
<b>At 31 December 2013</b>	<b>1,898,594</b>	<b>13,594,993</b>	<b>7,018,841</b>	<b>7,151</b>	<b>22,519,579</b>
<b>Net book values</b>					
<b>At 31 December 2013</b>	<b>4,489,618</b>	<b>3,494,599</b>	<b>234,027</b>	<b>13,657</b>	<b>8,231,901</b>
At 31 December 2012	3,769,413	3,904,140	445,343	4,687	8,123,583

**Hire purchase and finance lease agreements**

Included with the net book value of €8,231,901 is €247,565 (2012: €325,535) relating to assets held under hire purchase agreements, and €229,116 (2012: €370,223) relating to assets held under finance lease agreements. The depreciation charged in the year in respect of assets held under hire purchase agreements amounted to €57,907 (2012: €62,923) and €66,037 (2012: €136,321) in respect of assets held under finance lease agreements.

13. Stocks

	2013	2012
	€	€
Raw materials	125,938	286,024

The replacement cost of stocks did not differ significantly from cost.

14. Debtors

	2013	2012
	€	€
<b>Group</b>		
Trade debtors	3,118,529	2,788,554
Corporation tax repayable	-	63,313
VAT recoverable	122,695	3,155
Other debtors	39,907	18,665
Directors current accounts	-	97,926
Prepayments and accrued income	333,643	161,813
	<b>3,614,774</b>	<b>3,133,426</b>

**BRUSCAR BHEARNA TEORANTA**

**NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013**

<b>15. Creditors: amounts falling due within one year</b>	<b>2013</b>	<b>2012</b>
	€	€
<b>Group</b>		
Bank loans and overdraft	628,099	9,992,174
Hire purchase and finance lease obligations	50,151	235,250
Trade creditors	1,290,857	3,357,047
PAYE and social welfare	277,766	134,367
Other creditors	-	201,000
Payments received on account	594,302	574,770
Amounts owing to ultimate parent company (note 21)	1,255,437	-
Accruals and deferred income	2,355,841	1,965,711
Corporation tax	24,473	-
	<u>6,476,926</u>	<u>16,460,319</u>

<b>16. Creditors: amounts falling due after more than one year</b>	<b>2013</b>	<b>2012</b>
	€	€
<b>Group</b>		
Amounts owing to ultimate parent company (note 21)	3,398,243	-
Net obligations under finance leases and hire purchase obligations	196,334	95,138
	<u>3,594,577</u>	<u>95,138</u>

The following securities were held by Bank of Ireland as at the year end:

A charge on uncalled share capital of the company. A charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale. A charge on land, wherever situate, or any interest therein; but not including a charge for any rent or other periodical sum issuing out of land. A charge on book debts of the company. A charge on goodwill, on a patent or licence under a patent, on a trademark or on a copyright or a licence under copyright.

**17. Commitments under hire purchase and finance lease agreements**

Future commitments under hire purchase and finance lease agreements are as follows:

	<b>2013</b>	<b>2012</b>
	€	€
Amounts payable within 1 year	50,151	235,250
Amounts payable between 1 and 2 years	196,334	95,138
	<u>246,485</u>	<u>330,388</u>

**BRUSCAR BHEARNA TEORANTA**

**NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013**

**18. Deferred taxation**

The movement in deferred tax provision during the year was:

	2013	2012
	€	€
Provision brought forward	-	188,336
(Decrease)/Increase in provision	-	(188,336)
	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>

The deferred taxation liability arises due to the origination and reversal of timing differences on capital allowances.

**19. Other Provisions**

	2013	2012
	€	€
<b>Other Provisions</b>		
Provisions brought forward	317,368	745,000
Profit and loss account movement arising during the year	-	(427,632)
Payment during the year	(317,368)	-
	<u>-</u>	<u>317,368</u>
	<u>-</u>	<u>317,368</u>

The group was involved in a dispute regarding an acquisition in 2011. The dispute was resolved with Bruscar Bhearna Teoranta agreeing to pay the legal costs as part of the settlement. The overall costs were determined at €317,368 which was paid during the year. An amount of €nil (2012: €427,632) was released during the year.

**20. Related party transactions**

Cognito Asset Management Limited own 100% of the issued share capital of Bruscar Bhearna Teoranta. Bruscar Bhearna Teoranta own 100% of the issued share capital of Joe McLoughlin Waste Disposal Limited. The group has availed of the FRS 8 exemption from disclosing intra group transactions.

**21. Share capital**

	2013	2012
	€	€
<b>Authorised share capital</b>		
100,000 Ordinary shares at €1.30 each	130,000	130,000
	<u>130,000</u>	<u>130,000</u>
<b>Allotted, called up and fully paid equity</b>		
20,000 Ordinary shares at €1.30 each	26,000	26,000
	<u>26,000</u>	<u>26,000</u>

**BRUSCAR BHEARNA TEORANTA**

**NOTES TO THE GROUP FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 DECEMBER 2013**

**22. Equity Reserves**

	<b>Profit And loss account €</b>	<b>Total €</b>
At 1 January 2013	(4,727,210)	(4,727,210)
Profit for the year	6,776,362	6,776,362
At 31 December 2013	<u>2,049,152</u>	<u>2,049,152</u>

**23. Reconciliation of movement in shareholders' funds**

	<b>2013 €</b>	<b>2012 €</b>
Profit/(loss) for the year	6,776,362	(1,291,384)
Opening shareholders' deficit	(4,701,210)	(3,409,826)
Closing shareholders' funds/(deficit)	<u>2,075,152</u>	<u>(4,701,210)</u>

**24. Important events since the year end**

There were no events since the year end that would require amendment or disclosure in the financial statements.

**25. Approval of financial statements**

The directors approved the financial statements and authorised them for issue on 25 June 2014.

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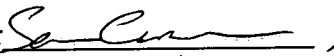
**ATTACHMENT 2E**

*Signed statement in accordance with Q2.8*

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*I confirm that I Sean Curran, Managing Director of Bruscar Bhearna Teoranta (trading as Barna Waste), as the Proposed Transferee have assumed and accepted all liabilities, requirements and obligations provided for in or arising under the licence, or revised licence, regardless of how and in respect of what period, including a period prior to the transfer of the licence or revised licence they may arise.*

Signed:   
Sean Curran  
Managing Director

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