



## **LICENCE UNDER SECTION 3(3) OF THE FORESHORE ACT, 1933**

### **SITE INVESTIGATION LICENCE UNDER SECTION 3 OF THE FORESHORE ACT, 1933**

The Minister for the Housing, Local Government and Heritage, in exercise of the powers conferred on him by Section 3 (3) of the Foreshore Act, 1933 (No. 12 of 1933) and in consideration of the sum of the licence fee which has been paid in recognition of the rights and interests of the State in the foreshore concerned, hereby authorises Irish Water/Uisce Éireann, Colvill House, 24-26 Talbot Street, D.1, D01 NP86 (hereinafter referred to as “the Licensee”), to use and occupy that part of the foreshore at Roundstone, Co. Galway for the purpose of undertaking Site Investigation (SI) works.

#### **The Licence is granted on the condition that:**

1. This Licence shall remain in force for the term of 1 year from 09 January 2023 except as may be hereinafter provided.
2. The Licensee shall use that part of the foreshore at Location the subject area of this licence, for the purposes as outlined in the application and for no other purpose whatsoever.
3. The Site Investigation works shall be carried out within the area delineated in red on MMD-386624-CDR-03-XX-1400 and annexed hereto (Schedule 1).
4. The Site Investigations shall be conducted in accordance with the application submitted to, and approved by, the Minister.
5. The Licensee shall at all times during the continuance of this Licence ensure that the Site Investigations are conducted in a manner that is to the satisfaction of the Minister and that it will not be injurious to navigation, the adjacent lands or the public interest.
6. The Licensee shall ensure that the minimum area of foreshore necessary for the site investigation works is utilised, so as to reduce the impact of the proposed works/activity.
7. The Licensee shall schedule the works so as to minimise disruption and inconvenience for other users of the foreshore.
8. The Licensee shall ensure that on completion of the site investigations all non commercially-sensitive environmental data collected shall be provided to the Marine Institute, in a standard format to be specified by the Marine Institute and within a reasonable timeframe to be agreed with the Marine Institute. The Marine



Institute will, on request, make this data available to individuals and organizations, in line with its data policy.

9. The Licensee shall pay to the Minister the sum of [REDACTED] on the signing hereof.
10. The Licensee shall indemnify and keep indemnified the State and the Minister, their officers, agents and employees against all actions, loss, claims, damages, costs, expenses and demands arising in any manner whatsoever in connection with the said works or in the exercise of the permission hereby granted.
11. The Minister shall be at liberty at any time to terminate this Licence by giving to the Licensee notice in writing and upon determination of such notice the Licence and permission hereby granted shall be deemed to be revoked and withdrawn without any liability for the payment of compensation by the Minister to the Licensee.
12. The Licensee shall, if so required by the Minister after receipt of such notice, or on the termination of this Licence from any other cause, at its own expense remove any or all equipment in connection with the said works to the satisfaction of the Minister, and if the Licensee refuses or fails to do so the Minister may cause the said equipment to be removed and shall be entitled to be paid by and to recover from the Licensee as a civil debt due to the State, all costs and expenses incurred by him in connection with such removal.
13. In the event of the breach, non-performance or non-observance by the Licensee of any of the conditions herein contained the Minister may forthwith terminate this Licence without prior notice to the Licensee.
14. Any notice to be given by the Minister may be transmitted through the Post Office addressed to the Licensee at its last known address.
15. Disclaimer and Waiver:
  - a. The Licensee acknowledges, accepts and agrees that the grant of this licence does not give rise on the part of the Licensee to any expectation whatsoever for, right or entitlement to a grant of a foreshore lease to the Licensee by the Minister in respect of all, or any part of the licensed area (or any other area) for the benefit of the Licensee.
  - b. The Licensee further acknowledges, accepts and agrees that no such expectation on the part of the Licensee for, right or entitlement to the grant of a foreshore lease in respect of all, or any part of the licensed area, exists in, or arises from the granting of the licence, whether or not the licence itself is complied with by the Licensee during the term granted, or terminated by the Minister for any reason during its term, or surrendered, or otherwise terminated by the Licensee during the term granted.



- c. The Minister shall have no obligation, or duty of any nature or kind to the Licensee whatsoever, nor shall same exist or arise, or be deemed to exist or arise on the grant of the licence, or during the term of the licence, or on the termination of the licence, to grant or demise a foreshore lease to the Licensee in respect of all or any part of the licensed area (or any other area) under the applicable foreshore legislation in the State.
- d. In the event that any such right or expectation to a grant of a foreshore lease in respect of all, or any part of the licensed exists or arises as a result of the grant of the licence, which is denied by the Minister, the Licensee hereby fully waives, extinguishes and relinquishes any such right or entitlement to the grant of a foreshore lease to the Minister and surrenders any right to claim or seek any such grant.

**And on specific condition that:-**

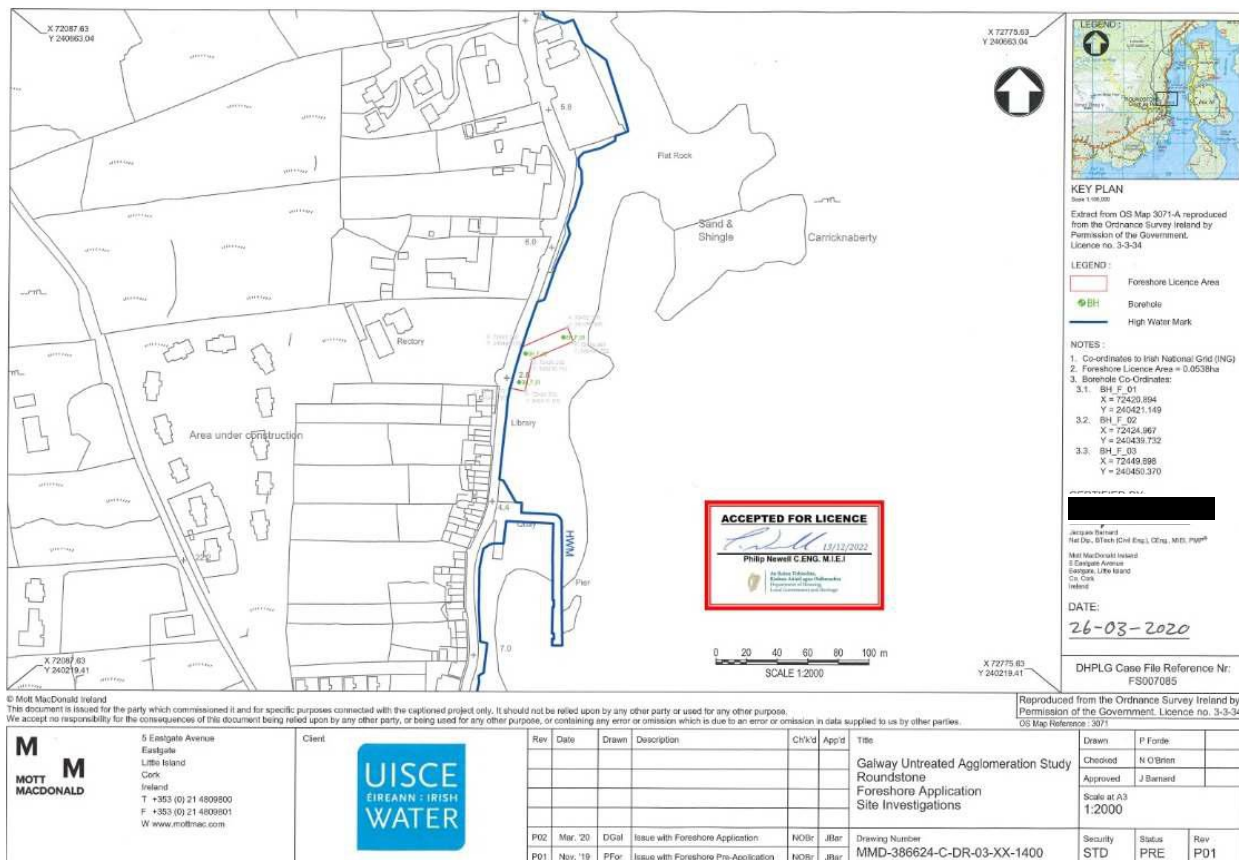
- 16. The licensee shall notify the Department of Housing, Local Government and Heritage at least 14 days in advance of the commencement of any works on the foreshore. This notification shall include an up to date Programme of Works for the completion of the project.
- 17. During the course of the Site Investigation/Survey operations the Applicants shall ensure that:
  - a. All necessary precautions are put in place to protect the public in accordance with relevant Health and Safety Legislation;
  - b. Existing public access arrangements to the general foreshore area are not impeded by any vessels, plant or materials used in connection with the site investigations/surveys, and where relevant this access should be made safe and guaranteed by the provision of appropriate signage/notices/barriers etc. to the satisfaction of the Department of Housing, Local Government and Heritage;
  - c. Procedures are adopted to ensure that the site investigations/survey operations are not injurious to fishing, navigation, adjacent lands or the public interest.
- 18. All vessels/floating plant shall have appropriate certification from the Marine Survey Office.
- 19. On completion of the Site Investigation/Surveys the Applicants should ensure that all equipment and materials are removed and the foreshore is reinstated to its original condition, to the satisfaction of the Department of Housing, Local Government and Heritage
- 20. Marine notice, lighting and markings to be carried out in consultation with the Maritime Safety Directorate, Department of Transport, Leeson Lane, Dublin 2



**An Roinn Tithíochta,  
Rialtais Áitiúil agus Oidhreacht  
Department of Housing,  
Local Government and Heritage**

**Schedule 1**

**Maps**







**An Roinn Tithíochta,  
Rialtais Áitiúil agus Oidhreachta**  
Department of Housing,  
Local Government and Heritage

A handwritten signature in black ink, appearing to be 'N. H. Murphy'.

Dated this 15<sup>th</sup> day of December, 2022

For the Minister for Housing, Local Government and  
Heritage

An Officer authorised in this  
behalf by the said Minister.