

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

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

The Minister for Housing, Planning and Local Government, 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 licence fee in recognition of the rights and interests of the State in the foreshore concerned, hereby authorises Hibernian Wind Power Limited, Two Gateway, East Wall Road, Dublin 3, D03 A995 (hereinafter referred to as "the licensee"), to carry out site investigation and survey works on the foreshore off Clogherhead, Co. Louth for the purpose of collecting the necessary data and information required to optimise the layout and design of an offshore windfarm in the area, finalise offshore foundation locations, select an optimum route for submarine electricity cables from the wind farm, allow cable design and the development of cable installation methodologies and to acquire baseline data on the wind resource and baseline environmental information in the area.

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

1. This Licence shall remain in force for the term of five (5) years from the date hereof except as may be hereinafter provided.
2. The Licensee shall use that part of the foreshore the subject area of this Licence, for the purposes as outlined in the application and for no other purpose whatsoever.
3. The site investigation and survey works shall be carried out in the area delineated in red on Drawing number QS-000247-02-D460-001, Foreshore Licence Map – Admiralty Chart, dated 29/11/2018
4. The Licensee shall ensure that the minimum area of foreshore necessary for the site investigation and survey works is utilised, so as to reduce the impact of the proposed works/activity.
5. The Licensee shall schedule the works so as to minimise disruption and inconvenience for other users of the foreshore.
6. The Licensee shall ensure that on completion of the site investigation and survey works 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.
7. The Licensee shall pay to the Minister the sum of \_\_\_\_\_ on the signing hereof.
8. 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.

9. 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.
10. 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.
11. 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.
12. Any notice to be given by the Minister may be transmitted through the Post Office addressed to the Licensee at its last known address.

**13. 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 or future licence 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 or future licence 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 or future licence 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 or future licence 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 or future

licence to the Minister and surrenders any right to claim or seek any such grant.

**And on specific condition that:-**

14. The Licensee shall ensure that the works are carried out and completed in accordance with the plans and particulars lodged with the application.
15. The Licensee shall to appoint a Fisheries Liaison Officer (FLO) who will consult with the SFPA and relevant fishermen's groups in order that appropriate actions can be taken to avoid or minimise interactions with ongoing fishing activity in the area during the course of the site investigations
16. The Licensee shall notify the Department of Housing, Planning and Local Government at least 14 days in advance of the commencement of the works on the foreshore.
17. During the course of the Site Investigation/survey operations the Licensee shall ensure that all necessary precautions are put in place to protect the public in accordance with relevant Health and Safety Legislation;
18. During the course of the Site Investigation/survey operations the Licensee shall ensure that existing public access arrangements to the general foreshore area shall not be 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 Planning and Local Government.
19. During the course of the Site Investigation/survey operations the Licensee shall ensure that procedures are adopted to ensure that the site investigations/survey operations are not injurious to fishing, navigation, adjacent lands or the public interest.
20. All vessels/floating plant shall comply fully with appropriate certification /manning requirements.
21. On completion of the Site Investigation works/surveys the Licensee shall 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 Planning, and Local Government.
22. Marine notice, lighting and markings shall be carried out in consultation with the Maritime Safety Directorate, Department of Tourism, Transport and Sport, Leeson Lane, Dublin2. The Licensee shall arrange with the Maritime Safety Directorate (MSD) the publication of a Marine Notice. This marine notice shall give a general description of operations, including locations and approximate dates of commencement and completion of works. In addition a notice to this effect shall be published in a National newspaper

23. All relevant Site Investigations and marine surveys shall comply with the NPWS (2014) "Guidance to Manage the Risk to Marine Mammals from Man-made Sound Sources in Irish Waters" including the employment of a Marine Mammal Observer as appropriate.
24. No refuelling of equipment, machinery or plant shall take place on the foreshore.
25. No storage of machinery or plant shall take place on the foreshore.
26. The proposed geophysical surveys shall be carried out in advance of any geotechnical works. The geophysical data for all proposed geotechnical investigation locations (including the taking of vibro-cores and grab samples) shall be assessed by a suitably qualified archaeologist to ensure that the proposed works do not negatively impact on locations where there is known or potential archaeology and to ensure no samples or cores are taken from an area where a wreck site is located.
27. A report summarising the assessment of the geophysical data shall be forwarded to the National Monuments Service of the Department of Culture, Heritage and the Gaeltacht for review prior to the geotechnical works taking place. Where archaeological material/features are shown to be present, preservation *in situ*, avoidance, preservation by record (archaeological excavation) or archaeological monitoring may be required. The Licensee shall be prepared to be advised by the Department of Culture, Heritage, and the Gaeltacht.
28. The proposed geophysical surveys and archaeological dive surveys shall be licenced under the National Monuments Acts 1930-2014. The dive survey shall be accompanied by a hand-held metal detection survey which shall also be licenced under the National Monuments Acts 1930-2014.
29. The results of the geotechnical investigations should be assessed by a suitably qualified archaeologist and this assessment should form part of the overall archaeological assessment of any proposed windfarm development.
30. During the course of the Site Investigation works the Licensee shall engage with the Irish Coast Guard in order to keep them fully informed of on-going activities

Roger Harrington

Roger Harrington  
Principal Officer

An officer authorised in this behalf by the said Minister  
Dated this 4<sup>th</sup> day of December 2018

## Schedule 1 – Foreshore Licence Map