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

The Minister for the Environment, Community 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 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 Port of Waterford Company (PoWC), Marine Point, Belview Port, Waterford (hereinafter referred to as “the Licensee”), to undertake grab sampling at Waterford Harbour.

The Licence is granted on the condition that:

1. This Licence shall remain in force for the term of one year from March 2013 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 grab sampling shall be carried out within the area delineated in red on Figure 1 and annexed hereto (Schedule 1).

4. The grab sampling 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 grab sampling 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 sampling.

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 €127 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. 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.

And on specific condition that:-

1. The Licensee shall use that part of the Foreshore the subject matter of this licence for the purposes as outlined in the application and for no other purposes whatsoever.
2. The Licensee shall adopt appropriate methods of operation in order to ensure that no spillages of hydrocarbons, cement, excavation run-off or other hazardous substance occur to the Foreshore during the course of the works.

3. The Licensee shall notify the Department of the Environment, Community and Local Government at least 14 days in advance of the commencement of the works on the foreshore.

4. All works shall be carried out in accordance with relevant Health and Safety legislation.

5. The Licensee shall liaise with the Waterford and New Ross Port Authorities prior to and during the proposed works.

6. The Licensee shall ensure that all vessels/floatin plant shall have appropriate certification from the Marine Survey Office.

7. On completion of the works 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 Environment, Community and Local Government.
Schedule 1

Maps
Dated this 25 day of March, 2013

[Signature]

For the Minister for Environment, Community and Local Government

An Officer authorised in this behalf by the said Minister.