

Pollacossaun Oughter,
Cummer,
Tuam,
Co. Galway.

64 Marlborough Street,
Rotunda,
Dublin 1.
DO1 V902

AN COIMISIÚN PLEANÁLA	
LDG-	_____
ACP-	_____
07 JAN 2026	
Fee: €	<u>0</u> Type: _____
Time: <u>9.15</u>	By: <u>Reg R. SR</u>

RE: Proposed No 8 Wind Turbines and associated works. Laurclavagh and adjacent townlands Co. Galway.

Case Number – ABP-319307-24.

I, Shane Connolly and my wife Margaret have two children aged 7 and 8 years. Our family home is situated along the L61461 which is a narrow cul-de sac with **10 family homes, 7 businesses 4 working farms/landowners and 45 registered licensed vehicles using the L61461.**

We wish to make the following submission/observation and strongly object to the proposed construction and installation of the Windfarm Development at Laurclavagh and adjacent townlands.

The following are a list of my serious concerns:-

I am not a consenting landowner.

Point 1.1

An Coimisiun Pleanala have requested a Consultation with the Planning Authority of Galway County Council - However in the Applicants' submission to the Bord **no such response** from Galway County Council is included or

addressed. We request **clarification on whether Galway County Council provided feedback** and if so, why is it not part of the Public File.

Point 1. 2

The sightlines shown at all entrances and junctions at L61461 **does not meet with required standards**, the Applicant only shows sightlines at **20m and 30m**. The required minimum sightline on any National Road is **215m minimum**. (as per TII Road Design Standards e.g. figure 5.11a for single carriageways)

Point 1.3

No consent letters attached from the landowners re the sightlines at the junction L61461 onto the N83 to secure the required 215m sightlines. – see attached Folio screenshots showing the property extending to the centre line of the road



Folios showing property to the centre of the road at the Junction N83 and L61461 – with no owner’s consent obtained.

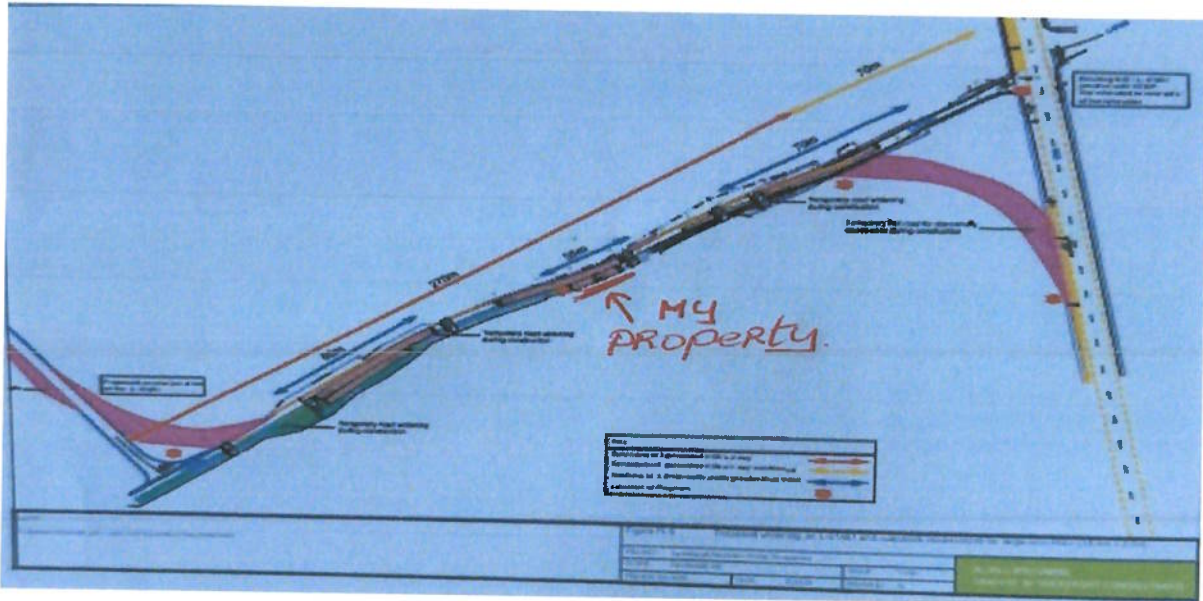


Folios showing property to the centre of the road at the Junction N83 and L61461 – with no owner’s consent obtained.

Point 1.4 -The Applicant's response to this query is inaccurate as shown on the revised Site Layout Plan, the areas identified are the setbacks to the road frontage of **MY private dwellinghouses and adjoining neighbours with no consent** obtained, (and consents will not be given). This is misleading. It gave the impression that the setbacks were in the Developer's control, when in fact, they are on private residential property with **no consent**. Our Folio maps attached to our submission clearly show our property boundaries extend to the centre line of the road in front of my family home. This false impression may lead the Bord to think these issues are resolved, when in fact, they are not. The Applicants sent me an Option Agreement and Grants of Right of Way and Easements (**which I have not signed**) and which I have not given my authority, consent or permission to use my property, **this is trespassing on private property** as the Irish Constitution guarantees the protection of Private Property Rights Article 40 (and related Article 43 of Bunreacht nah Eireann enshrine the rights of citizens to their property and the State's duty to vindicate those rights.



My Folio GY133807F.



ABOVE PICTURE MARKED "MY PROPERTY" SHOWS THE APPLICANT ENCROACHING ON MY PROPERTY USING THE SETBACK TO MY PROPERTY TO SHOW 2 PASSING HGV'S

Point 1.6 Request for dwellings to be shown on Site layout plan are not shown. The **Developer's revised site plan still failed to show numerous existing homes** in the area. This omission suggest that the Traffic Management Plan likewise failed to consider all the residential entrances and local traffic that will be affected . It is very troubling that **our home and our neighbours' homes were not properly marked on the plans and it points to a lack of due diligence regarding road safety impacts on residents**

On the N83 your required sightlines as per the guidelines for any National Road are 215m as per TII Road Design Standards Figure 5.11a visible standards (single carriageway) **At the junction/crossroad N83/L61461/L6146 are as follows:-**

- 1. On the N83 within the sightlines of 215m there are 6 Private Dwelling House entrances, 4 agricultural field entrances, 3 farmyard entrances plus the proposed new temporary access road entrance .**
- 2. From the junction/crossroads on the L6146 within the sightline from the junction of N83 at 70m, there are 3 private dwelling house entrances and 3 agricultural field entrances.**

3. **The distance from the entrance of the road L61461 to the entrance of the access roadway to the Windfarm Development within the 340m distance, there are 7 private dwelling houses entrances, 6 agricultural field entrances and 3 farmyard entrances plus the temporary access road.**

Making a total of 39 entrances including the entrances to the L61461/6146 within the sightline guidelines distances. This is an extraordinary number of access points to manage and it highlights how interwoven the Local Community is with this road infrastructure.

Point 4.1. The report states 70 staff will arrive am and leave pm, this is not true, staff cannot be held hostage from am to pm on Site.

The report states the heaviest traffic will be 7 concrete mixers per hour, which is 14 trips per hour, which is a HGV every 4 minutes just for concrete alone.

Omitted from the report is a large volume of other traffic i.e. stone and hardcore deliveries for the 6.5km roadway and temporary compounds, and for the foundation and site works, plant and equipment, diesel deliveries, fencing, boundary materials, cabins and containers, and welfare facilities (toilets and canteen) and deliveries of turbines and associated materials.

In addition you will have other staff i.e. Engineering and Supervision staff, Policing staff, Health & Safety Staff. Site visitors and staff members from the Windfarm Development Company, all of the which can lead to multiply trips per day.

TO FORM ALL OF THE ROADWAYS AND FOUNDATION FOR TURBINES:

The base for each turbine large compounds take approximately 2400m³ of hardcore/stone equals **3000 HGV's loads which is 6000 round trips for HGV's at 7 HGV's per hour as proposed on Traffic Impact Assessment Point 4.1** which is **53 days of HGV's using the road every 4 minute**

Point 4.1 – Deliveries of Plant and Equipment at an average of 20 HGV's per day for approximately 2 years, which equals 40 round trips this is made up of fencing deliveries, 5000 stakes and 40 kilometres of wire approx., 70 gates and 140 gate posts.

Heavy plant and machinery constantly changing throughout the development moved in and out of Site on large heavy HGV's, fuel deliveries, service and

repair vehicles on the plant and machinery, welfare vehicles and sanitary services.

The delivery of the turbine materials, the blades towers and all mechanical parts which could equate up to **100 abnormal loads which equals to 200 round trips.**

At the completion of the installation Contract and removal of all temporary roads compound and fencing cabins and containers and removal of all plant/machinery and equipment estimated at **600 loads equals 1200** round trips.

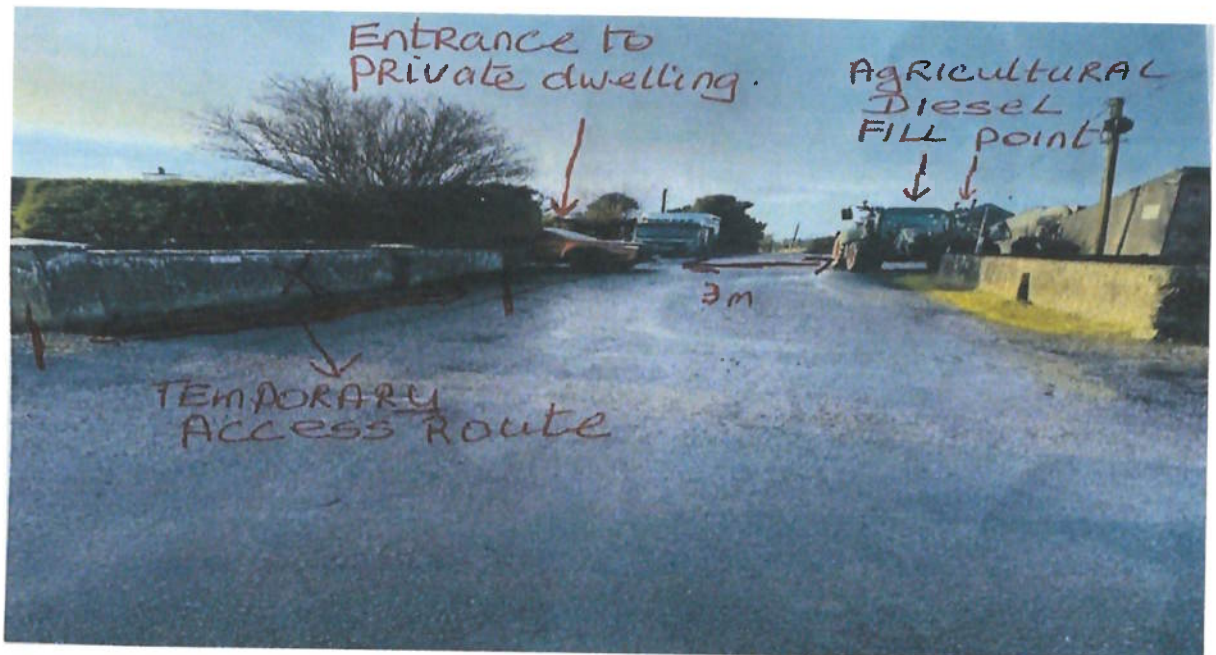
TRAFFIC MANAGEMENT PLAN

The proposed **Traffic Management Plan will not work** for the following reasons:-

1. Who is responsible for controlling/policing the huge volume of traffic generated during the construction of the Windfarm Development.
2. The Traffic Management Plan does not account for all the **other materials deliveries** as detailed above. The Applicant states that the flagman will hold the HGV's in convoy on the L61461 as shown in Figure 16, How do you get a **truck driver who is on a price per load** experiencing inevitable delays to obey a flagman.
3. The Applicant does **not account for any local traffic**³² which currently comprises of 45 registered licenced vehicles on the L61461 using the roadway daily.
4. The plan states 3 trucks will exit onto the N83 in 27 seconds, this is totally impossible, the average time to exit onto the N83 at present is 5/7 mins. This is made worse by the **fact the HGV's return direction is turning right.** In the **Applicant's reply they state that the HGV's will exit onto the N83 turning left.** The HGV's deliveries make a left hand turn onto the L61461 and are expected to take a left hand turn when exiting from the L61461. **How can this be possible as the HGV's exit from the L61461 for refills to their quarries/destination requires a right hand turn.**
5. The proposed **location for holding the convoy of truck at a distance of 70m from the junction L61461 onto the N83,** when co-ordinating entry onto the N83, the **HGV's will be totally blocking 3 farmyard entrances, an agricultural diesel fill point and a family home** and will totally **prevent any vehicles entering/exiting the roadway.** These 3 farmyard entrances are the

base for an **Agricultural Contracting Business, an Equine Stud Farm, a Farrier Business** and also used as livestock and horses entrances for the farmyard. The delay created by the convoy of trucks at 70m from the L61461 at the farmyard entrances **will prevent any vehicles from entering or exiting these properties for long periods, this is unacceptable as it would shut down normal farm operations**, e.g. delivering feed and bedding for livestock and horses, prompt collection for dead animals, deliveries of plastic required for bailing so that we can operate our Contracting business, fuel deliveries and repairs services for our machinery, urgent veterinary visits, emergency services for animals and humans, deliveries/collections or any movement in/out of the farmyard and traffic using the road frequently i.e. Postman. online Shopping deliveries, family relations and children's play date friends etc. and also local traffic using the road L61461.

Our Contracting Business of 50 years relies on timely movement of agricultural machinery, and such blockages would be a disaster for our business.



Above Picture outlining the congestion to the proposed temporary access route.

6. The junction **N83/ L61461/L6164** is a **recognised bus stop**. Burke's Buses travel from Tuam to Galway return with a **minimum of 44 buses daily**, and Mullins Buses provide late night weekend service There is also a Bus

Eireann School bus service with **4 school bus stops** at this junction, (what **health and safety measures** are put in place for the school children walking to and from the Bus Stop). The Traffic Management Plan **does not address** how the presence of heavy construction traffic will be co-ordinated with these ongoing Bu operations.

7. The **connecting road L6146** leads to a nearby village and is also home to many Community facilities and residence. There is a **Nursing Home, a National School, Creche, Graveyard, numerous business and 23 family homes**, and generates a large amount of **daily local traffic and pedestrian activity**. The influx of construction vehicles on the L6146 and the N83 entering/exiting the L6146, **will affect emergency access to the Nursing Home, safe access to the School and Creche, and Funeral processions at the graveyard etc.,**
8. The Traffic Management Plan did not take into account **the health and safety and welfare of the local children/people**, the 4 farms and 7 businesses and local activities on the road L61461, deliveries and collections to the local economy with 7 businesses on the L61461, plus in addition to the huge volume of construction traffic not included in the Traffic Management Plan.

In conclusion for the current proposed Project /Contract period of approx. 2 years the number of construction vehicles passing through the junction of L61461 at the N83 is **28,500 HGV'S, 70,000 cars and light commercials and 250 abnormal loads** which equates to approximately **98,750** construction vehicles **plus all local traffic passing through the junction L61461 and L6146 onto the N83.**

Please note **VERY IMPORTANT** at the time of **decommissioning all of the above will have to be repeated** to remove all components and associated materials from the wind farm/ access routes and reinstate the area to its former natural habitat and condition. The decommissioning phase would essentially repeated the **entire construction traffic scenario in reverse meaning another massive influx of HGV's, cranes etc.,**

Over the 30 year life span of this Wind Farm you will have ongoing traffic to the Windfarm with no traffic control and it is unknown how many vehicles, what size or type will be passing through this junction L61461 onto the N83. The long-term strain on the road and continued risk to Locals is a serious concern that has not been mitigated.

9. In relation to query 5.3.7.1, (EIAR Addendum Report) the Applicant refers “to a third party identifies Connolly Stud Farm (CSF), and it claims it’s exact location was unavailable. In my previous Submission I clearly described our Stud Farm’s location and nature. I hereby confirm that **Connolly Stud Farm is located on and encompasses lands on both sides of the L61461 and comprised in Folio 6329 Co. Galway.**

Connolly Stud Farm is a **very successful 5th generation family run business** having **bred numerous top international showjumping horses**, who have competed globally, i.e in the Olympics in Paris, Agan Khan Nations Cup in the RDS, World Cup Finals, American Gold Cup, W.E.F. in Wellington Florida, Global Champion Tours and World Young Horse Championships in Europe, Australia, Canada, Dubai etc. We have obtained the highest prices for our Foal on many occasions at the Sales (which is also well documented in Worldwide Social & Equestrian Media and The Irish Field & Farmers Journal newspapers) and it is a **source of local pride that world class horses have originated from our small community**, and the proposed Windfarm imperils all of this. **CSF JAMES KANN CRUZ Olympic Showjumper**

13 Saturday August 12 2023 **feature** \ Irish Horse World \ 79



Shane Sweetnam riding CSF James Kann Cruz, the highest ranked Irish horse in the international show jumping breeders' rankings. Eli, Birch Boots and Hooves

Cavan Elite Foal Sale

Good Vibes for CSF as colt releases €38,000



US Olympic show jumper McInerney Ward bought the sale-topping CSF Good Vibes at the Cavan Elite Foal Sale on Thursday night, Margie McInerney reports

WESTMATH cross-country trainer Adrian Murray signed for the top-priced lot at Thursday night's Elite Foal Auction in Cavan where he was acting for the US-based partnership of Col Lindford, native Eborac, Hughes and leading American show jumper McInerney Ward who is our newly ranked number six in the world. Their purchase for €38,000 was Brian Connolly's CSF Good Vibes (Lot 26) who, in last week's preview, was described by the Irish Horse World's sales correspondent, Sally Parkin, as "one of the elite jumper stars".

From the 27 foals that passed through the ring, 20 more sold, returning a

total of €100,000. Murray's purchase was the second highest ever jumper and hunter. He has a farm in both New York and Ireland and every year he buys 10 to 15 foals in Germany and Holland which he then produces a year or so later with a view to having them sold at seven.

Ed in 1997, other companies to buy upon this foal but just saw 3000 at the sale. He was very very excited, was like a cat jumping off the ground and was very tight on his feet.

He struck me as a real model of a jumper and looked a real athlete. I had seen a few other horses for the same company but didn't get them at the time.



Lot 26, CSF Good Vibes, a colt by Goodtime VDL out of the dam of 1,000m performer James Kann. Cruz topped the Cavan Elite Foal Sale when sold for €38,000 to the USA. Laurence Davis, Ipswich, Suffolk.

Strong damline

Co. Kildare native Josh Kerrigan, who is now based around Thurles, had to go to €20,000 to secure Lot 24, Declan Phelan's dominant fly-seeingilly colt for a Belgian client. Dam of this horse is Paddy Fay is Joan Greene's 1,000m performer Hester d'Everem (by Sherrone d'Everem) who is a full sister to Cayce Hourbreaker mare Vienna d'Everem (CSF). W. Phelan topped this sale in 2012

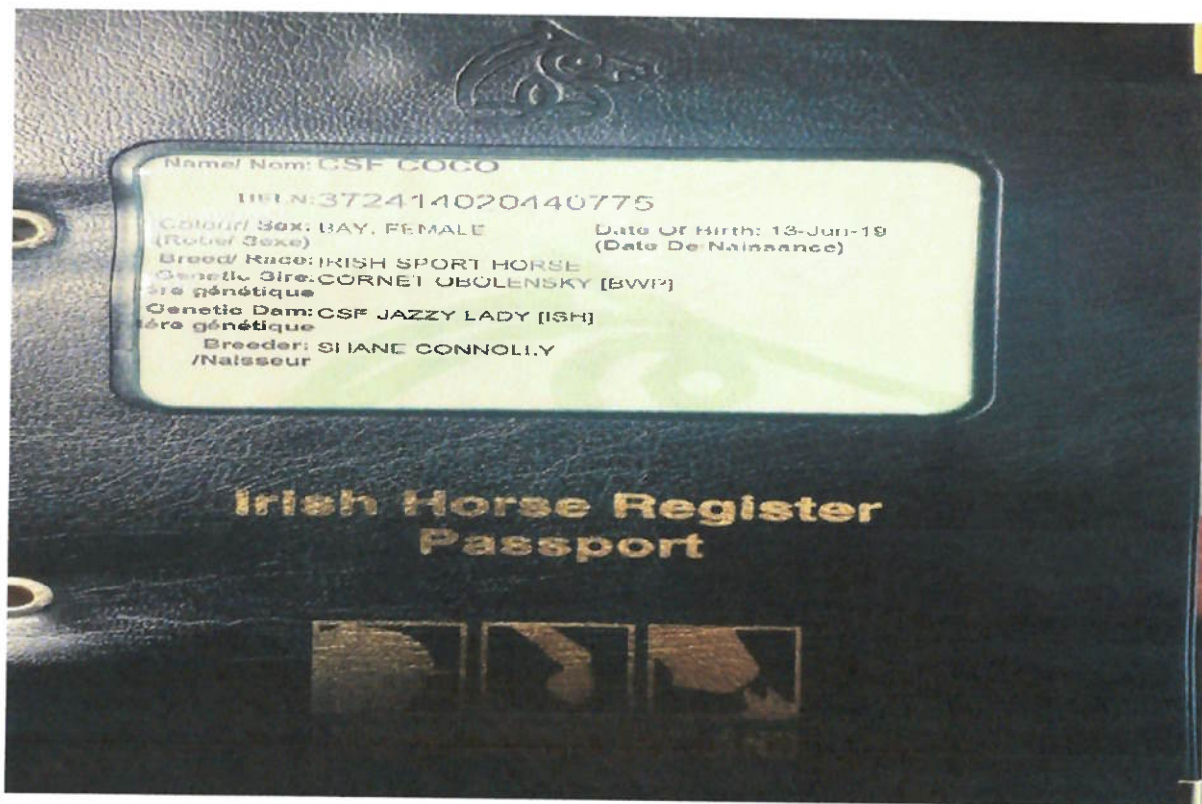
Quinn's (CSF) mare Jump The Q and is thus a half brother to the Pacific gelding LIT (CSF). Jump The Q (CSF) and the Anna (CSF) are sired by the mareware Hester Q (CSF).

Jump The Q who competed at Union level being a full sister to Mark Q who competed at CSF 1,000m level with her in Ballybunion, and a half sister to the Heritage Fortuna gelding Ballybunion Fortuna (CSF).

Following a 'cash' transaction worth

SALE TOPPING FOAL

As stated previous submission I own mares, horses and foals, see attached Horse Sport Ireland's Passport confirming my ownership and involvement in Connolly Stud Farm Below.



My horses are stabled and allowed to graze and run freely over all of the above lands, including the lands on which it is proposed to construct the access route, compound, security cabin to the Windfarm Development, foals cannot be caught out in the fields and run loose after the mares on the road L61641 to gain access to our farmyard

The distance to the nearest proposed Turbine for Connolly Stud Farm is stated as 1.38km, this is clearly inaccurate as our lands which are grazed are in a much closer proximity only 750m to the nearest proposed Turbine. Our horses also graze on rented lands in Townland of Killcurriv Eighter Parcel No G1621500017 which is approximately 550m and G1621500035 which is approximately 200m to the nearest proposed Turbine. There are approximately 20 horse owners/breeders within close proximity to the Windfarm Development which are not included in the Applicant's Report 5.1 Equine Facilities within the facility of the proposed Project.

We are **deeply concerned** that this Project proposal will have a **catastrophic effect** on our Stud Farm enterprise and Farm livelihood as we **will not be able to operate/use the L61461 which is the main/only pathway to and from our farmyard and fields entrances** as all our farm is divided on both sides of the L61461 and which are accessed **multiple times daily**.



MARE WITH FOAL RUNNING LOOSE ON THE FARM'S MAIN PATHWAY L61461 ENTERING/EXITING THE FARMYARD.

Our **Equine Breeding Enterprise would be completely inoperable and wiped out** with the huge amount of traffic generated with the proposed project.

Horses scare easily and their instant reaction would be to run away from the noise and disturbance caused by the increased volume of construction traffic noise on the road L61461 and the proposed access route, which **would have a detrimental health and safety issue.**

The proposed Project would have a detrimental effect and serious health and safety issues for the following reasons:-

Noise Impacts on Animals: Loud, unfamiliar noises are detrimental to farm animals. During construction, the **increase in traffic noise on the road L61461 and on the new access route** through our lands will cause fear and agitation in horses and other livestock. Horses have much keener hearing than humans so sudden hisses of air brakes, clangs of metal, or engine revs can trigger flight responses. Horses, ponies and foals are known as “flight animals” and scare and get spooked easily and their instant reaction would be to bolt and run, as a result of all the noise and disturbances created with the huge volumes of construction, maintenance, and visitors traffic using the road L61461 and proposed access route. Likewise, the ongoing whir of turbine blades and any maintenance activity noise can affect grazing patterns and stress levels. We foresee a scenario where our horses are constantly on edge, making them harder to handle and potentially affecting their health (e.g. stressed horses may develop ulcers or other issues). The **noise disturbances**, combined with shadow flicker mentioned below create a dangerous mix for equines, a flicker will scare them, and a loud noise will compound the panic. This significantly raises the risk of accidents of animals and the people around the

In short the pollution from **noise and shadow flicker** is another reason this project is unsuitable so close to homes and a Stud Farm. Mitigation measures (if any) are insufficient. No family should have to endure strobing lights in their windows or chronic turbine noise in their ears, no horse should be subjected to a flickering, flashing horizon that it perceives as a threat. We ask An Coimisiun Pleanala to consider these very real quality of life issues. They are not mere trivial inconveniences but factors that can drive families from their homes Digging the trench for the ESB cable will entail the use of rock breakers which will cause powerful vibrations potentially enough to rattle and crack houses and the road closure of the L61461, This will have a catastrophic effect on our farm as it will be impossible to use the only **pathway** to our farmyard. The Applicant state that they will cover the trench with steel plates, the noise of the steel covering of the trenches, machinery and workers wearing hi-vis jackets

will create a safety issue when moving livestock and horses, it will also be a major animal welfare issue, if we cannot get sick animals to our farmyard, this will **jeopardize the health, safety and well-being of humans and animals.**

As I sell some of my foals at home **potential purchasers from Ireland and abroad** visiting our Stud Farm walk throughout our lands to view all our the foals. The noise, disturbances etc created with the huge volume of construction traffic will create a huge risk for the health and safety of the mares handlers and purchases. Potential buyers spend several hours viewing all the foals for sale, we walk, trot the foals and discuss their pedigrees and successful offspring details, which is the norm, before they arrive at a decision to buy etc. We will lose potential buyers and as a consequence it will have a serious impact on our income and the future of our business.

9. **Family Life and Children's Well-Being:** This project would have a **devastating effect on our family's way of life.** As mentioned, my wife and I have two young children (now of primary school age). A significant part of their upbringing involves helping with the ponies and horses, learning responsibility through farm chores and enjoying the safe outdoors riding their ponies on our quiet cul-de-sac road L61461, playing with their cousins and friends, and exploring nature under our supervision.



CHILDREN HACKING THEIR PONIES ON THE L61461

10. If this Windfarm proceeds, for at least two years (likely longer) **our children will effectively be unable to ride or even walk safely around our family home.** We cannot in good conscience allow them to hack their ponies up and down the L61461 frequented by heavy construction traffic and lined with unstable heavy equipment. Even within our own property, if horses are agitated by noise or flicker, it becomes dangerous for the kids to be around them. Preventing our children from engaging in their daily equestrian activities for an extended period will have **detrimental effects on their self-confidence and well-being.** Horse riding and care is not just a hobby, it's a source of joy, discipline and identity for them. Losing that (and seeing their home turned into a construction zone) would **lead to sadness, stress and a sense of insecurity at a formative age.** Studies in Child Psychology consistently show that when children are **denied outlets for physical activity and have their routine disrupted,** there are negative impacts on their **mental and physical health.** We are deeply worried about this and view it as an infringement on our children's right to grow up in a safe nurturing environment. **The Human Right to Private and Family Life, as protected by Article 8 of the European Convention on Human Rights is highly relevant here.**

The construction, maintenance and visitors are required to wear hi-vis clothing, which will also pose a serious health and safety issue for equine animals and livestock.

We have **serious concerns** in relation the health and safety of handlers[dc1] and perspective purchasers with horses as the loud construction noise, and disturbances associated with the development of the Windfarm Farm is expected to take 2 years or more. **In the last 6 months** there have been **6 deaths recorded (of experienced handlers with horses)** in relation to incidents as a result of a horses being frightened and spooked. Harriet Penfold (21) a highly experienced and talented showjumping rider died from a kick in the head. Jill Mollen (22) died from a kick when trying to catch a horse in a field who got frightened with a sudden noise. Sam Young 58 yrs died when leading a horse, bolted sideways and kicked her with both legs in the chest, Peta Tait (jockey) 43 yrs kicked in the head by a horse who spooked. Beverly Glick (33) kicked by a passing horse. Leanne Hartley (50) died from a kick in a freak accident. These above deaths and recent incidents shocked the equine industry **highlighting the dangerous of handling horses even for experienced professionals. BHS 2024 Road Safety Road Safety stats** at a glance 3,118 road incidents logged 58 horses killed, 97 horses injured, 80 people injured, **33% of riders victims of road rage or abuse, 81% of incidents caused by a driver passing to close,.81% (another overlapping stat) of incidents caused by a driver passing too fast.**

These **incidents highlight the serious risks associated** with working with and around horses which can deliver **powerful impact (kick) of over 1200 psi** (pounds per square inch) safety precautions and awareness are crucial when handling these animals,

I am a **Farrier** and part of my work/business requires clients passing through the junction L61461 off the N83 driving horse truck and trailers to call to **my forge(workplace where I shoe horses)** at CSF Stud Farm, the entrance is adjacent to the road L61461 where it is proposed to hold the convoy of HGV's exiting onto the N83. My farriery work will become unworkable **due to restricted access**, constant disturbance and **safety issues** as described and I will be effectively put out of business.

My work entails me to lift all type of equine animals' legs to put shoes on their feet and this would pose **a serious health and safety hazard for me in my workplace**, and would have **a detrimental effect on my income**, created by the

huge volume of construction traffic etc., as my forge (workplace) is adjacent to the road L61461 **and only 5 meters** from where it is **proposed to hold the convoy of HGV's**. The **extreme risk** I will be put under in my profession as a Farrier if a horse is suddenly startled while I am working with them. My life and the handler will be in serious danger.

No infrastructure project should compromise public safety to this extent.

As there are no Equine guidelines for WindFarm Development in Ireland, we are deeply concerned about the wellbeing and welfare of animals, workers and owners that are close/adjacent to these proposed Windfarm project and sincerely hope that you will take this in consideration.

ESB Trenches and Water Infrastructure

Two specific infrastructure highlight how the proposal fails to account to Local Property and Services.

ESB Grid Connection Trenches: The plans (drawings by Consulting Engineers MKO) show the route of the underground grid connection (the cable trench carrying electricity from the Windfarm to the national grid) **Notably, the proposed cable route crosses into my property** which is registered as Folio No.GY133807F I want to emphasize that this is my **private land** outside of the Public Road. **No Representative** of Laurclavagh Limited or the ESB has contacted me to obtain an Easement or permission for laying a power cable through my property. I was shocked to discover this in the Drawings. If the Developer intends to run the cable via my property, that constitutes trespass and is **unequivocally not permitted**. They do not have the right to dig an ESB trench on my property, and I will oppose any attempt to do so. This again reflects a lack of respect for property ownership and due process in the planning of this project. Digging the trench for the ESB cable will entail road closure of the L61461. This will have cast

Clough/Cummer Group Water Scheme. Our area is served by the **Clough/Cummer GWS** a community run water supply network. Crucially, the **main water pipe** for this scheme runs through the area of the proposed Windfarm **access road**. In fact, the pipeline transects the L61461 in the vicinity of the new entrance. The Environmental Impact Assessment Report (EIAR) documents submitted by the Developer have not **properly identified or addressed this infrastructure**. The GWS pipelines are not **mapped in the EIAR Appendix 9-5** (the section concerning Water Services and Hydrology).

While the **Consultants, MKO acknowledged the existence of the pipe in a map** notation, they failed to assess the potential impact on it. This is a serious omission.

Disturbing or damaging the Group Water Mains could have **dire consequences**. That pipe supplies notable water to numerous families (including my own home and farm) Construction work such as excavating for the new road or cable trench could crack or break the pipe, it would cut off water supply to homes and farm) and could take considerable time to repair, leaving residents and farm animals without water. (e.g. ingress of soil or pollutants) or excessive water leakage into the ground. Given that this area likely has **underground waterways and drainage links to Lough Corrib**, a major pipe rupture or prolonged leak could even impact water tables or water quality feeding into the Lough which is an environmentally sensitive area. None of this has been discussed in the Application. There is no mention of consulting the Clough/Cummer GWS Committee or any plan for protecting or rerouting the water line. This lack of consideration for critical Local Infrastructure again shows the Project's planning is incomplete and flawed.

To summarize, the proposed Development disregards important **infrastructure constraints**: It assumes access to private land for the grid connection that it does not have, and it overlooks the presence of a Community Water Supply line. These issues could halt the project or have severe impacts if not addressed, and they exemplify the Applicant's failure to fully account for local conditions.

Property Value Devaluation - It is well known that such industrial developments can **devalue residential properties**. We fear a substantial reduction in the value of our home and lands. The proposal would transform the vicinity from a quiet agricultural community into an industrial site, making the area less attractive for residential use. In simple terms, house values in the area are likely to be **negatively impacted** (i.e. devalued) should this Windfarm Development proceed.

Declaring our Support for Community Objections:-

We agree with and fully support all the objections raised by other groups/individual submissions from our fellow members.

We echo those broader community concerns such as:

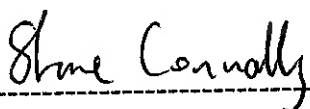
- 1 .Adequate Environmental Impact Assessment on Groundwater, Karst Geology and Blasting gaps.
- 2.Biodiversity loss of local flora and fauna.
3. Threats to Equine Industry and Horse welfare.
- 4.Residential Amenity Impacts – Noise, Vibration and Shadow Flicker.
- 5.Inadequate modelling practices in the EIAR.
- 6.Public Health concerns – Sleep, health and lack of HSE consultation on the project.
- 7.Visual and Landscape intrusion.
- 8.Impacts on Recreation and Tourism.
- 9.Planning Policy conflicts.
- 10.Impact on property values.
- 11.Construction Traffic Impact on the L61461.
- 12.Lack of consent and permission from landowners regarding grid Connections.

We incorporate them here by reference as part of our own objection to the proposed Development.

We respectfully request that An Coimisiun Pleanala give full and careful consideration to the issues outlined above and, considering them, **refuse this application** in order to protect our community and local environment.

Thank you for attention to our submission.

Signed:-




Windfarm is fundamentally unsuitable for our area and should be refused Permission. The cost to the Local Community far outweigh any potential benefits. There are other ways to achieve renewable energy targets that do not involve placing an entire community in harm's way.

We trust that An Coimisiun Pleanala will give our objection the thorough consideration it deserves. We have provided references to the EIAR Appendices, Traffic Assessments and Planning Documents where relevant, and we have supplied attachments (folios maps, correspondence and certification of our Stud Farm operations) to substantiate our case. We hope our perspective, as the people who would live with the consequences, will carry significant weight in your decision.

Thank you for your time and careful attention to our submission. We are available for any clarification or to provide further information if required.

Dated the 3rd day of January, 2026.

SIGNED:



SHANE CONNOLLY

SIGNED:



MARGARET CONNOLLY



An Bord Pleanála
64 Marlborough Street,
Dublin 1,
D01 V902.

18 April 2024.

Re: Connolly Stud Farm, Clough, Cummmmer, Tuam, Co. Galway.

Dear Sirs,

I refer to plans to construct a wind farm in the area of Cummer, Tuam, Co. Galway.

The Irish Horse Board, as the representative body for sport horse breeders and producers in Ireland has been approached by the Connolly family who run the Connolly Stud Farm located adjacent to the proposed wind farm, expressing severe reservations regarding the extremely adverse impact that the volume of construction traffic involved in construction of the wind farm would have on their business.

To provide some context, the Connolly Stud Farm is one of the very few specialised sport horse breeding farms in Ireland, the business having been built up over the last thirty years by Patrick Connolly and his wife, who now operate the business with their two sons, Brian and Shane and their young families. The family have invested heavily in top sport horse breeding bloodlines and the Connolly Stud Farm is now the pre-eminent sport horse breeding farm in Ireland. As well as now reaping some personal reward for a lifetime of dedication and considerable investment, their sport horses are outstanding ambassadors for the Irish sport horse sector, attracting world-wide acclaim for Ireland, none more so than 'CSF James Khan Cruz', currently saluted as one of the top showjumpers on the global stage, and shortlisted for this year's Olympic games.

To successfully operate such a high class equestrian operation requires constant attention to detail and this involves management of their mares, foals and young stock on a daily basis, for veterinary treatments, farriery, handling and training. This requires movement of what are highly exuberant young animals through the cul-de-sac leading to their farmyard on an ongoing basis throughout the year. It is clearly not possible to do this without risking injury to these very valuable and highly strung animals and indeed serious risk to the health and safety of family members involved in this work, if the wind farm construction traffic was to be travelling through this laneway.

Due to the potentially devastating impact on their livelihoods as well as the inherent health and safety risks, the Connolly family cannot agree to the revised proposals regarding construction traffic for the wind farm project.

The Irish Horse Board is fully appreciative of the enormous contribution that the Connolly family business makes to the sport horse sector in Ireland and is fully supportive of the family situation request regarding this project. Accordingly, the Board respectfully request that you use your offices to ensure alternative access points, as originally planned, for access be made to accommodate the extra construction traffic.

Should you need any further information or require any clarification on any issue relating to this matter, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, reading "Alison Corbally". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Alison Corbally

Director General, Irish Horse Board

Tobergrellan,
Ballinasloe,
Co. Galway
H53 C854

March 9th, 2024.

Re: Connolly Stud Farm (CSF)

To Whom It May Concern,

Knowing of the international success of horses bred at the Connolly family's stud farm, the prospect of having wind turbines adjacent to their land is concerning for a number of reasons.

Having written numerous articles for equestrian and farming press about the award-winning CSF, am very au fait with the success story of a Galway farming family who have built up bloodlines and now own a herd of some of the best-bred sport horses in Ireland, 'the Land of the Horse.'

The highlight - so far - is having bred James Kann Cruz, a household name in international show jumping and one of the top-ranked horses of his age in the world. To date, he and Shane Sweetnam have competed in two Aga Khan Nations Cups at Dublin - being on the winning home team in 2022 - which is the dream of any Irish horse breeder.

In addition, James Kann Cruz was also on the Irish silver medal team at the 2023 European championships in Italy and is strongly fancied to be on the Irish team at this summer's Olympic Games in Paris.

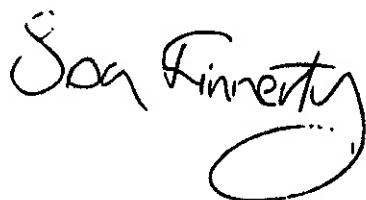
His success and of other CSF-bred horses, such as CSF Sir George, a silver medal winner at the World Breeding Federation for Sport Horses young horse championships, have resulted in several awards for the Connolly family, e.g Horse Sport Ireland Breeder Awards, Dublin Horse Show and the Irish Horse Board.

Theirs is an unparalleled success story and an aspiration for many farmer-breeders in challenging times for farming. Buyers, national and international, visit the family farm to see the Connolly herd of broodmares, foals and youngstock in their natural environment.

I visited the Connollys on Sunday, December 17th and travelled down the narrow side road running along their homes and land. The prospect of the noise and disruption caused, if used for transporting equipment and parts on this narrow road, is alarming.

Horses, by their nature and particularly broodmares and young horses, thrive best in a calm environment with minimal noise and disruption. The prospect of adjacent wind turbines is hardly conducive to their welfare.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Sean Finnerty". The signature is written in a cursive style with a large, looping flourish at the end.

agreement or financing) to take a Deed of Easement (in the form of the draft Deed of Easement attached at appendix 1).

1. The Grantee shall be entitled to exercise this option by giving notice in writing to the Grantor at any time during the Option Period. On receipt of such notice together with an engrossed Right of Way Agreement, the Grantor shall return to the Grantee such Right of Way Agreement duly executed together with all ancillary documents reasonably required within fourteen days of receiving such engrossed Right of Way Agreement from the Grantee.
2. The right during the Option Period for the Grantee and/or its agents and licensees to enter the Optioned Lands, with or without vehicles at all times for the purpose of investigating the possibility of producing electricity with wind turbines on the Optioned Lands.
3. The right during the Option Period to bring on to the Optioned Lands and to lay and affix such equipment as may be necessary for the carrying out of all relevant investigations and applications for permission on, under and over the Optioned Lands, including the excavation of trial pits to test ground conditions. The equipment so placed on, under or over the Optioned Lands shall be placed and utilised so as to avoid damage or injury to the Grantor or any person on their land or to his farm animals or property, and at the end of the Option Period or if such option is not exercised by the Grantee, the Grantee shall remove all such equipment from the Optioned Lands and reinstate the damage caused to the Optioned Lands by such equipment.
4. The Grantor shall use reasonable endeavours to answer without delay all title queries raised by or on behalf of the Grantee in relation to the Optioned Lands.
5. The right during the Option Period to apply for planning permission and all other relevant permits, consents, or authorisations for the generation and transportation of electricity on inter alia the Optioned Lands ("the Planning Application"). The Grantee agrees to show the relevant Planning Application in respect of the Optioned Lands to the Grantor when requested. The Grantor shall have a period of fourteen days from receipt of the Planning Application to make his observations to the Grantee in relation thereto. The Grantee shall consider the Grantor's observations or requests but shall not be bound to accept same. At the request of the Grantee the Grantor shall sign any documentation or take any steps in support of, or as may be required for the Planning Application, as expeditiously as possible. The Grantor shall not object to or concur with any other person in objecting to the Planning Application.
6. During the period of this agreement the Grantor shall be entitled to use the Option Lands for farming, forestry, turf cutting and sporting activities and other normal rural and domestic uses, provided such uses or activities do not prejudicially affect the Grantee's rights under this agreement or under the Deed of Easement to be granted pursuant to the option referred to in clause 1 hereof.
7. The Grantee shall indemnify the Grantor against all claims made by any person in respect of any loss or damage suffered as a result of the exercise of the rights granted by this agreement and compensate the Grantor in full for all losses and expenses incurred by them in respect of same.
8. The Grantee shall effect and maintain a policy of insurance in accordance with industry standard with a reputable insurance company in respect of employer's liability insurance an amount of not less than €13,000,000 (thirteen million Euro)(in respect of any one event) and public liability insurance an amount of not less than €6,500,000 (six million five hundred thousand Euro)(in respect

of any one event) in relation to claims made against either or both party by any person in respect of any loss or injury suffered as a result of the exercise of the rights granted by this agreement, and produce to the Grantor on demand a copy of the policy and the receipt for the last premium paid.

9. The Grantor covenants not to construct any building or structure (other than the dwellinghouse currently under construction) on the Optioned Lands during the Option Period. The Grantor further covenants not to plant any forestry on the Optioned Lands during the Option Period.
10. The Grantor confirms that the Optioned Lands are not subject to an option agreement or agreement for lease and furthermore the Grantor undertakes not to grant an option over or lease or agree to lease the Optioned Lands during the Option Period to any person other than the Grantee.
11. Subject to clause 10 if at any time during the Option Period the Grantor shall sell or otherwise dispose of his interest in, or grant any interest (other than any legal charge) over the Optioned Lands or any part thereof to or in favour of a third party (the "Purchaser") the Grantor covenants that he will give prior written notification to any proposed Purchaser of this agreement.
12. If any question, difference or dispute shall arise between the Grantor and the Grantee touching the construction of any clause contained herein, or the rights, duties and liabilities of the parties hereunder, or in any way touching, or arising out of this agreement, or in relation to the covenants and conditions to be included in the Deed of Easement in the event of the Grantee exercising the option contained in clause 1 hereof, the same shall be referred to arbitration by an Arbitrator to be agreed between the parties or in default of agreement to be appointed on the application of either party by the President (or other officer endowed with the functions such President) for the time being of The Incorporated Law Society of Ireland or (in the event of the President or other officer as aforesaid being unable or unwilling to make the appointment) by the next senior officer of that Society who is so able and willing to make the appointment AND such arbitration shall be governed by the Arbitration Acts 1954 and 2010.
13. The Grantee shall have the option to terminate this agreement at any time during the Option Period on giving the Grantor six months' notice in writing and on the expiry of such notice this agreement shall cease to have any further effect.
14. Any stipulation (or as the case may be a part of any stipulation herein contained) which shall be or become void, illegal or invalid or shall contravene any legislation for the time being in force shall, while the same shall continue to be void, illegal, invalid or so contravening, be deemed to have been severed and omitted from these presents **PROVIDED ALWAYS** that neither its inclusion in the first instance nor its deemed severance and omission as aforesaid shall prejudice the enforceability of these presents nor affect or curtail the other stipulations and provisions herein set forth.
15. The Grantor hereby assents to the registration of this agreement as an inhibition or burden on that part of Folio GY6329 County Galway which is pending registration under dealing no. D2021LR145204Y and will lodge required consents and documents to the Property Registration Authority to facilitate such registration, within 14 days of being requested to do so.

APPENDIX 1

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED

as a Deed by the said

SHANE CONNOLLY

in the presence of:-

(Shane Connolly)

PRESENT when the common seal of

GHRIAN ENERGY LIMITED

was affixed to this Deed

and this Deed was delivered:-

(Director)

(Director/Secretary)

LAND REGISTRY

COUNTY GALWAY

FOLIO GY

BETWEEN

SHANE CONNOLLY

AND

[] LIMITED

DEED OF EASEMENTS

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and here first herein written.

SIGNED AND DELIVERED as a **DEED**
By **SHANE CONNOLLY**
in the presence of:

Shane Connolly

PRESENT when the **COMMON SEAL** of
[] **LIMITED**
was affixed hereto and this
DEED was **DELIVERED**

Director

Director / Secretary

APPENDIX 3

APPENDIX 1

SCHEDULE 1
(The Granted Easements)

Full right and liberty for the Grantee, its successors and assigns, servants, agents, employees, workmen, contractors, lessees, licensees, invitees and the owners and occupiers from time to time of the Grantee's Land and all others authorised by them in common with the Grantor and all other persons who may have or who may hereafter have the like right making good any damage thereby occasioned, but not being responsible for any temporary inconvenience thereby occasioned:

1. The right to construct a roadway and to pass and repass along the Access Route at all times hereafter by day and by night on foot and with motor vehicles for all purposes connected with the use and enjoyment of the Grantees Land. The Grantor's dwellinghouse will not form part of the Access Route.
2. The right to enter upon the Grantors Land with workmen and others and all necessary equipment for the purposes of constructing, maintaining and repairing the road or way making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by any such work.
3. The right to oversail the Grantors Land with equipment, to include turbine components while they are being delivered along the Access Route to and from the Windfarm Development and to remove anything to include any tree, shrub or hedge from the Grantors Land which obstructs or interferes with the Grantor's use of the Access Route for deliveries to and from the Windfarm Development. If anything is removed from the Grantor's Land to facilitate deliveries it will be reinstated to the reasonable satisfaction of the Grantor on completion of deliveries.

4. Not, either alone or jointly or in conjunction with or on behalf of or through the agency of any person and whether directly or indirectly, object to the Windfarm Development, make any negative comments, complaints or submissions to any party regarding the Windfarm Development or interfere or seek to interfere or to take such steps as may interfere with the Windfarm Development.
5. Not to disclose any information relating to this agreement to any third party. The Grantor may disclose information relating to this Right of Way Agreement to his professional advisors, proposed purchaser or otherwise as required by law or as agreed between the parties.
6. To sign any necessary documentation to support, or as the case may be required in connection with any necessary application for, or any grant of, planning permission or other consents for the Windfarm Development upon demand by the Grantee.

THE GRANTEE HEREBY COVENANTS WITH THE GRANTORS AS FOLLOWS:-

1. The Grantee shall, following the exercise of any of the rights hereby granted and at its own expense, repair and make good all damage caused to the Grantors Land by the Grantee and reinstate the same to the reasonable satisfaction of the Grantor.
2. The Grantee shall effect and keep in force such public liability and employer's liability insurance in respect of the Grantee's exercise of the rights herein granted, such policy or policies to be effected at the Grantee's own expense, to an adequate level of cover with a reputable insurance company sufficient to meet any one claim of €6,500,000.00 in respect of public liability and €13,000,000.00 in respect of employer's liability. The Grantee shall furnish a copy of the policy to the Grantor on request (but no more than once in any insurance period) together with proof of payment of the premium thereof.
3. The Grantee agrees to comply with all obligations and / or conditions imposed under or by virtue of any Acts of the Oireachtas, statutory instruments, directives, regulations, bye-laws, permits or notices for the time being in force relating to this Deed of Easements.
4. In the event that any boundaries, walls, fences, hedges, shrubs etc on any property adjoining the Grantors Land are damaged/knocked down it will be the sole responsibility of the Grantee to repair or reinstate them.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. Any dispute arising in connection hereunder shall be submitted to the arbitration by a sole arbitrator to be appointed (in the absence of agreement between the parties) the President (or other such office endowed with the functions of such President) for the time being of the Law Society of Ireland or (in the event of the President or other such officer as aforesaid being unable or unwilling to make the appointment) by the next senior office of that Society who is so able and willing to make the appointment and such Arbitration shall be governed by the Arbitration Acts, 1954 to 2010.
2. The construction, validity and performance of this Right of Way Agreement shall be governed in all respects by the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.
3. If at any time the Grantee wishes to determine this Right of Way Agreement, it shall give the Grantor not less than six months' notice in writing and after expiration of such notice, unless notice is withdrawn by the Grantee during such six month period, this Right of Way Agreement shall cease and determine subject to the Grantee having paid all funds due and owing to the Grantor pursuant to the Right of Way Agreement.

LAND REGISTRY

COUNTY GALWAY

FOLIO GY

THIS INDENTURE dated the day of 20

BETWEEN

1. **SHANE CONNOLLY** of Clough, Cummer Tuam, in the County of Galway (hereinafter called "the Grantor" which expression shall include his executors, administrators, successors and assigns) of the One Part; and
2. [] **LIMITED** having its registered office at Lissarda Business Park, Lissarda in the County of Cork (hereinafter called "the Grantee" which expression shall where the context so admits or requires include its successors and assigns) of the Other Part.

WHEREAS:-

1. In this Grant unless the context otherwise requires, the following expressions shall have the following meanings:
 - 1.1. "Access Route" means the strip of land being that part of the Grantors Land shown coloured _____ and labelled " _____ " on the plans attached at appendix 1 hereto;
 - 1.2. "Grantors Land" means the lands comprised in Folio GY
 - 1.3. "Grantee's Land means the lands coloured green on the plan attached at appendix 2 hereto [*map to be provided in due course*];
2. The Grantor is the registered owner of the Grantors Land.
3. In order to facilitate the construction and operation of a windfarm development on the Grantee's Land ("the Windfarm Development"), the Grantee has requested the Grantor to grant the Grantee the rights and easements as set out below, which the Grantor has agreed to do subject to the terms hereinafter contained.

NOW THIS INDENTURE WITNESSETH:-

In pursuance of the said agreement and in consideration of the sum of €10.00 (the receipt of which is hereby acknowledged), the Grantor as the beneficial and registered owner of the Grantors Land **HEREBY GRANTS** unto the Grantee for the benefit of the Grantee's Land and every part thereof and the owners and occupiers for the time being of the Grantee's Land the easements, rights and privileges set out in Schedule 1 for the lifetime of the Windfarm Development.

The Grantor hereby assent to the registration of this instrument and the rights granted hereunder as burdens on Folio GY

THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE AS FOLLOWS:-

1. Not to erect any building or structure on The Access Route.
2. Not to permit any tree, shrub or hedge to grow on The Access Route.
3. Not to do or permit to be done anything upon the Grantors Land which could interfere with the Grantee's use of The Access Route.

LAND REGISTRY

COUNTY GALWAY

FOLIO GY6329

Between:

SHANE CONNOLLY

And:

GHRIAN ENERGY LIMITED

OPTION AGREEMENT
