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**Observation on the Natura Impact Statement and Cumulative Effects Assessment –
Slieveacurry Renewable Energy Development**

I wish to submit the following observations regarding the Natura Impact Statement (NIS) and cumulative effects assessment for the proposed Slieveacurry Renewable Energy Development.

While the NIS concludes that there will be no adverse effects on the integrity of any European Site, I have concerns regarding the robustness of the cumulative assessment and the extent to which uncertainty has been addressed.

The report repeatedly concludes that cumulative effects can be ruled out on the basis that mitigation measures will prevent impacts on water quality. However, the cumulative assessment appears to focus almost exclusively on hydrological impacts and water quality, with very limited consideration of wider ecological impacts arising from the growing concentration of wind energy developments within the area.

The assessment identifies a substantial number of existing, permitted, proposed and emerging wind farm developments in the surrounding landscape, including Slievecallan Wind Farm, Illaunbaun Wind Farm, Booltiagh Wind Farm and Extension, Cahermurphy Wind Farm, Cahermurphy II, Cahermurphy West, Letteragh, Glenmore/Sorrel, Kiltumper, Crossmore, Tullabrack, Ballykett, Moanmore, Coolkett, Slievenalicka, Dehomad and the proposed Glendine development. Despite the presence of this extensive cluster of wind energy projects, the assessment largely dismisses cumulative effects by relying on mitigation measures proposed for individual developments.

Of particular concern is the lack of detailed assessment of cumulative habitat fragmentation, loss of ecological connectivity, disturbance, displacement and barrier effects on bird populations arising from the combined presence of multiple wind farms across the wider landscape. Species that depend on large foraging ranges, breeding territories or movement corridors may be affected by the cumulative footprint of these developments even where individual projects are considered acceptable in isolation.

This issue is particularly relevant given that concerns regarding cumulative ecological impacts and the concentration of wind farm developments in this area were a significant factor in previous planning refusals. In that context, it is difficult to see how the NIS can reach definitive conclusions without a more detailed landscape-scale assessment of habitat fragmentation, bird displacement and cumulative ecological effects.

The NIS also relies heavily on conclusions that impacts will not occur because mitigation measures will be implemented. However, the requirements of the Habitats Directive and established European and Irish case law require complete, precise and definitive findings that remove all reasonable scientific doubt. It is not clear that the assessment has fully examined the cumulative ecological consequences of this expanding wind farm cluster, particularly in relation to protected bird species and the ecological functioning of the wider landscape.

Given the scale of existing, permitted and proposed wind energy development in the area, I respectfully request that the competent authority require a more detailed and precautionary assessment of cumulative ecological effects, including habitat fragmentation, ecological connectivity, bird displacement and barrier effects, before reaching a conclusion that no adverse effects on European Sites or protected species will occur.

In the unlikely event that planning is granted, and because of the location on the wild Atlantic way of this unspoiled scenic landscape, we formally request that all landowners, access road owners and entrances owners, who enter into agreements to host wind turbines on their lands be required to provide and maintain a legally binding reinstatement bond to guarantee the full restoration of the land at the end of the project's operational life.

The landowners have willingly invited the wind energy developer onto their lands for private financial gain through lease payments, annual rents, and long-term commercial benefit. As they are directly profiting from the placement of industrial wind infrastructure on agricultural land, they must also accept full responsibility for ensuring that the land is fully restored and properly reinstated once the turbines reach the end of their operational life. It is not reasonable that neighbouring communities, future generations, local authorities, or taxpayers should carry the risk and cost of decommissioning industrial infrastructure placed on private land for private financial benefit.

The principle must be simple: those who profit from the development must also carry responsibility for its full lifecycle, including final removal and land reinstatement.

My concern is that developers may change ownership several times over the lifetime of the project, may operate through limited companies, or may cease trading entirely before decommissioning becomes due. In such cases, responsibility can become unclear, and the financial burden may fall on the wider community, or the State.

For this reason, the bond must not rely solely on the developer's financial position. Most formal planning conditions usually seek security from the developer alone, but this is not enough, as developers can disappear, and projects are often sold multiple times, making liability increasingly difficult to enforce decades later. As these projects extend across decades and often beyond one generation, the obligation must remain permanently attached to the land.

The landowner, as the permanent beneficiary of the lease arrangement and the long-term holder of the land, must also be bound by enforceable financial security that remains attached to the land itself. A landowner who accepts private financial benefit from hosting industrial wind infrastructure must also accept legally secured responsibility for full land reinstatement. Profit cannot be separated from restoration liability.

Landowners should therefore be required to have their own legally binding reinstatement bond in place ensuring the full removal of turbines, towers, substations, cables, concrete foundations, crane hardstands, access roads, and all associated infrastructure. This should also include the restoration of drainage systems, hedgerows, field boundaries, any polluted Lakes, and the full return of the land to its original agricultural condition suitable for farming or recreational use.

I further request that the landowner's assets cannot be reduced, transferred, or otherwise placed below the required bond threshold for the full duration of the project. The financial security must remain sufficient at all times to guarantee full restoration, regardless of ownership changes, inheritance, sale, refinancing, or transfer of either the land or the wind energy project.

A promise of future restoration is not enough. A fully costed, independently secured, inflation-adjusted bond should be lodged before construction begins and remain enforceable throughout the entire lifetime of the project and beyond.

I respectfully request that this be made a mandatory condition of any planning approval for wind Turbines and that clear responsibility for long-term reinstatement be established from the outset.

Accordingly, I request that these concerns be fully considered as part of the assessment of the proposed development.

Yours faithfully



Brendan O'Brien