



Cush Wind Farm

Environmental Impact Assessment Report

Annex 13.4: 2rn Protocol Agreement

Cush Wind Limited

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Protocol Agreement

between

Cush Wind Limited

and



concerning the wind farm at:

Cush, Galros West, Boolinarig Big, and Eglis, Co. Offaly



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“Developer”:

Cush Wind
Limited
Greahgcrotta,
Tullyco,
Cootehill,
County Cavan.

Registered No. 460869

“2RN”:

RTÉ Transmission Network DAC trading as
“2RN”,
Montrose,
Donnybrook,
Dublin 4.

Registered No. 364909

“Development”:

Proposed development by way of initial
construction or intensification of use of a
wind farm at Cush, Galros West, Boolinarig
Big, and Eglis, Co. Offaly

“Viewer(s)”:

Proprietor (or agent of proprietor) of a
private residence or business premises
where a television set, for which a current
television licence is held, is used and/or a
broadcast radio receiver.

“Local Dealer”:

Local dealer being a television engineer /
dealer carrying on business in the vicinity of
the development and may be nominated by
the wind farm developer.



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Interference on Viewers' Television Sets and/or Broadcast Radio Receivers

1. When 2RN is put on notice, whether by telephone or written communication, that a viewer is having problems with their reception, 2RN will undertake a preliminary assessment, over the telephone or by other means of communication, and ascertain whether or not the wind farm is a likely cause of the interference complained of.
2. If 2RN believes the interference is wind farm related, the viewer will be asked to contact the wind farm developer. Then the developer will arrange for a local dealer to visit the viewer.
3. Both parties to this protocol note that the type of interference caused by electromagnetic disturbance emanating from wind farms manifests itself in very specific ways on television sets and broadcast radio receivers.
4. The local dealer will arrange directly with the viewer to make a visit to the viewer's house and assess the cause of the interference. The local dealer will take whatever steps are necessary to remedy the interference.
5. The local dealer will prepare a brief report in writing which will be sent to the developer. If the local dealer is of the view that the interference is due to interference from the development, the dealer will send an invoice in respect of the site visit and remedial work to the developer. The developer is the party primarily liable for the discharge of any amounts due in respect of any such site visit and remedial work. If the local dealer identifies that the problem is due to some other cause, the local dealer will invoice the viewer in the usual way.
6. Where the reception interference problem affects a number of viewers in the same vicinity, and this is identified by the local dealer and/or 2RN, it may be that it will be necessary for 2RN to develop an existing alternative or additional transposer site within that locality.
7. The developer in this instance will be responsible for all the costs associated with the development of the new transposer site, where this transposer site is necessitated by the presence of the development.
8. The maximum expenditure incurred by 2RN in the provision of the new transposer site (arising from section 6) will be €150,000, (such figure to be index linked upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand for reimbursement by 2RN). A detailed estimate is to be submitted to the Developer in advance for comment, within a reasonable timeframe.



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9. If the cost of acquiring and developing a new transposer site exceeds the sum of €150,000 the developer and 2RN will enter into negotiations to ascertain how the cost of remedying the problem being experienced by viewers in the locality might most equitably be met. The developer, however, shall be the party primarily liable for the discharge of any amounts due in respect of the acquisition and development of a new transposer site to the extent that such an acquisition and development is attributable to the presence of the development.
10. Where the acquisition and development of a transposer site is additional to the transposer(s) serving the locality prior to the commencement of operation of the development, the developer shall be liable to reimburse to 2RN the ongoing operational costs of the said additional transposer for so long as same shall be necessary to counteract the interference with viewers' reception caused by the development, up to a maximum of €15,000 per annum (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12 month period preceding demand for reimbursement by 2RN).
11. The developer will be entitled to see copies of operational costs to the extent that company confidentially is not breached. All the 2RN costs involved in investigation and reports associated with the proposed development shall be covered by the developer if it is found that the said development is the cause of the interference.
12. The developer shall be entitled to retain its own engineer to inspect and report on the source of interference and if a transposer site is built, 2RN undertakes to facilitate access to the installation in question for the purposes of carrying out any such inspection and/or tests necessary.
13. The developer will indemnify 2RN fully in respect of damage to the person or property of any such engineer or inspector as retained by the developer, or any other agent or licensee of the developer involved in or associated with such inspection and/or tests. The developer will ensure that competent personnel only are deployed onto 2RN property under the terms of this clause and hereby indemnify 2RN in respect of any damage to 2RN's property or personnel caused by the negligence of such engineer, inspector or other agent or licensee.



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Interference with 2RN installations (to include transmitter stations, transposers and, if applicable, links stations)

14. Where 2RN detects interference with the reception of a receive and/or transmission signal at a transposer site, 2RN will investigate the cause of the interference and report in writing to the developer if 2RN determines that the interference is attributable in whole or in part to the development.
15. The developer shall be entitled to retain its own engineer to inspect and report on the source of interference and 2RN undertakes to facilitate access to the installation in question for the purposes of carrying out any such inspection and/or tests necessary.
16. The developer will indemnify 2RN fully in respect of damage to the person or property of any such engineer or inspector as retained by the developer, or any other agent or licensee of the developer involved in or associated with such inspection and/or tests. The developer will ensure that competent personnel only are deployed onto 2RN's property under the terms of this clause and hereby indemnify 2RN in respect of any damage to 2RN's property or personnel caused by the negligence or such engineer, inspector or other agent or licensee.
17. Engineers representing both 2RN and (if applicable) the developer, will agree on remedial works (e.g. reorientation of reception antennas, additional filtering, alternative fibre optic connection) and the cost of same. 2RN shall carry out the necessary remedial works and the cost of same shall be discharged/reimbursed to 2RN by the developer (subject to the provisions below).

In the following paragraph, the term "installation" shall mean one or more installation sites if applicable.

18. In the event that an additional or alternative installation is required in order to overcome reception or transmission problems caused exclusively by the development, 2RN shall identify a new location for such installation, within a reasonable timeframe.
19. The developer shall be responsible for all costs associated with the development of the new installation (e.g. repeat broadcasting station), where the new installation is necessitated exclusively because of interference caused by the development. The developer shall be liable for such costs up to a maximum of €150,000 (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand for reimbursement by 2RN). Where the likely costs of such additional or alternative installation exceed €150,000 (as adjusted), 2RN and the Developer shall negotiate and determine between them how the costs of this new development might most equitably be met.



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The projected costs are to be submitted to and agreed with the developer prior to development of the new installation, within a reasonable timeframe.

20. Where the acquisition and development of a transposer site is additional to the transposer(s) serving the locality prior to the operation of the development, the developer shall be liable to reimburse to 2RN the ongoing operational costs of the said additional transposer for so long as same shall be necessary to counteract the interference with viewers' reception caused by the development, up to a maximum of €15,000 per annum (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand for reimbursement by 2RN.
21. The developer will be entitled to see copies of operational costs to the extent that company confidentially is not breached. All the 2RN costs involved in investigation and reports associated with the proposed development shall be covered by the Developer if it is found that the said development is the cause of the interference.
22. The parties agree that any dispute which arises concerning the interpretation of this Agreement shall first be referred to: -
 - (a) in the case of 2RN, the Executive Director for the time being; and
 - (b) in the case of the Developer, the Executive Director for the time being;

and such persons shall use all reasonable commercial efforts to resolve any such dispute within ten (10) Business Days.
23. If the dispute is not resolved by the relevant parties within the time period referred to above then save in respect for a dispute referable to the Expert, the parties may by agreement in writing attempt to settle all other disputes by mediation in accordance with the rules of the International Centre for Dispute Resolution (ICDR). To initiate the mediation a party must give notice in writing to the other party to the dispute requesting mediation and a copy of the request must be sent to ICDR. The mediation will start not later than 20 days after the date of such notice. The commencement of mediation will not prevent the parties commencing or continuing court proceedings. Unless otherwise agreed between the parties
 - (a) the mediator will be nominated by ICDR;
 - (b) the costs of the mediator shall be borne and discharged as to 50% by the Company and as to the remaining 50% by the Developer, and




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- (c) the mediation shall be conducted in Dublin, Ireland, at a venue agreed upon by the parties and the mediator or, failing such agreement, at a venue selected by the mediator in his/her discretion.
24. If a dispute or difference arises between the parties that is technical in nature the parties may refer such dispute, by agreement in writing between the parties, for final determination to the Expert (as hereinafter defined).
25. The expert for the purposes of this Clause shall be an independent party who has expertise in the area giving rise to the dispute (the "Expert") appointed by the agreement by the parties, or in default of agreement on such appointment, on the application of either party, by the President for the time being of the Institute of Engineers of Ireland or his duly appointed deputy, who shall carry out his functions in accordance with the following:
- (a) in making a determination, the Expert shall act as an expert and not as an arbitrator and his decision shall (in the absence of manifest error (and the Expert shall give reasons for his determination)) be final and binding on the parties;
 - (b) the Expert shall afford both parties a reasonable opportunity to be heard and to state their respective cases and to advance arguments or evidence in support of their respective positions;
 - (c) each party shall bear the costs and expenses of all counsel and other advisers, witnesses and employees retained by it and the costs and expenses of the Expert shall be borne by the parties in the proportions the Expert may direct, or in the absence of direction, equally.
26. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Subject always to clauses 20, 21 and 22 above, each of the parties agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Dated this **18th** day of **December, 2023**

Signed for and on
behalf of 2RN


Matthew Craig
(Authorised signatory)

Signed for and on behalf
of the Developer

DocuSigned by:

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(Authorised signatory)

