slope. In some cases, the peat mounds had failed and collapsed downslope (e.g. T34) while, in others, the underlying peat was showing signs of failure in the form of cracking, slumping or swelling. In the light of these, construction practices were altered and the arisings were spread out into much thinner layers across the surrounding bog surface, creating large areas of bare peat. As a result, the area of bog impacted by turbine installation is increased many times and these areas of sloping ground are now predisposed to erosion (section 4.1)

T67, showing the base-can, the overburden burying its plinth and the exposed peat faces on the excavation sides. The area of peat removal is clearly much greater than the 15 metres x 15 metres claimed.
Cracks in the catotelm peat are highlighted by arrows.
T34. The excavation is the pale surface on the right surrounded by orange netting. The excavation area is slightly smaller than that for T67. The grey material spreading down to the forestry in the distance is peat that had been excavated and piled up on the bog surface. It had subsequently either collapsed and flowed or had been deliberately spread to avoid further possibilities of instability, depending on who was describing it.
While this was all very largely predictable, at least in principle if not in total extent, the picture does not give a sense of the extent of semi-direct impacts if the extensive areas of bare peat were to initiate an erosion complex.
Not only is the area directly impacted by the excavations much larger than the reports suggest, there is also an issue of indirect impacts resulting from drainage – despite the statement that the 'process does not result in long-term drainage of the surrounding peat'.
Under 'Effects on water' below, the reports recognise that turbine bases will fill with water and it is proposed that this be dealt with either by pumping it out or by displacing it with a backfill of hardcore and concrete. If it is pumped out, then the exposed peat faces will dry out – at several of the turbine
excavations where pumping or drainage has been used, the resulting wall of catotelm peat has already become severely disrupted, is riven with cracks and is clearly undergoing oxidative change (plate 7.1).
The alternative solution, backfilling the excavation with hard core, is also inadequate as the picture shows. This backfill provides weight for the turbine base and hard-standing for machinery but it does not seem to be necessary to fill the excavation to the level of the cut peat faces.
Backfill, excavations on slopes and peat drainage have already been discussed (section 5.2.2) – the evidence of on-site practice confirms that the excavations will result in long-term drainage of the peat.

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Not only do the approaches proposed for water management around turbine bases conflict with the practice at other (non-peat) wind farms, where adequate drainage is considered paramount to maintaining the functionality of the bases (sections 5.2.3 and 5.2.4) but the on-site practices are very different from their descriptions in the reports. Not only is it evident that substantial drainage has already been created to maintain a low water table in the excavations (plate 7.2) but geotechnical consultants have recommended that permanent drainage needs to be installed at all the excavations. This is being implemented through a series of ditches and culverts linked to a network of site drains.
The claim that 'the process does not result in long-term drainage of the surrounding peat' is supported neither by any of the principles of peatland hydrology nor by evidence of on-site practice.
Measures to lessen impacts
Ecological impacts will be minimised by siting turbines predominantly in areas currently forested.
"Construction of roads will be carried out so as to minimise damage to undisturbed blanket bog habitat of which there is little in the site itself." (Saorgus EA)

Blanket peat has a long history of instability, particularly when disrupted by human activity (section 5). Ironically, in an effort to reduce damage to upland blanket bog habitat, the development has been sited in an area where the bog is already highly disrupted and potentially unstable as a result of long established forestry activities. It is, of course, correct that the reports should be concerned about, and propose ways of preventing, harm to undamaged blanket bog. However, just as with the administration of a dangerous medicine, if a proposal to minimise environmental impact poses its own significant risks, these should be acknowledged, measured, discussed and minimised. The adoption of solutions in a state of ignorance without following rigorous control procedures is likely to do more harm than good. Neither report acknowledges that the proposed 'measures to lessen impacts' pose any problems or dangers of their own.

Lindsay Bragg report states that;
Both reports recommend 'robust' site drainage to stabilise the site sufficiently for work to continue. Given the tendency of drainage to concentrate water flows and the attendant dangers should the drainage system fail, it is not clear that it will produce the desired result in, say, storm conditions. As reported, the slide involved drained peat and occurred during dry weather. Intensive drainage will result in the continued release of CO2. If it causes major degradation of the peat through, for example, erosion, then the CO2 release could continue long after the site has

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been decommissioned. It is also likely to result in increased sedimentation in the freshwater systems that arise in, or are fed by, the watershed. This is likely to have a significant impact on the quality of these systems, some of which are candidate SAC sites under EU legislation.

It was also an opportunity to consider wider questions relating to the geographical scope of the EIA because Cashlaundrumlahan forms the watershed summit for several river catchment systems. Impacts in the headwaters of these systems may have significant implications for conditions further downstream. It would have been reasonable to expect some acknowledgement of the watershed/catchment concept and its potential implications.
In addition, and clearly resulting from the lack of any proper scoping exercise, no review is provided of the potential for impact on a number of freshwater statutory conservation sites or sites of high conservation value. Had the literature concerning peatland stability been reviewed, it would
have been obvious that there was a possibility of impacts to freshwater systems and that the potential effects of these impacts would need to be considered even if they were limited to increased sediment loading resulting directly from peatland drainage and erosion.
There are several SACs and SPAs and populations of several more Habitats Directive Annex I or Annex II species within the potential impact catchment (section 7.3). The SPA and Ramsar sites have been in place for some years and could have been so identified and SAC designation was ongoing
during the planning phases of this development. Although the list of Habitats Directive sites for lamprey (all three recorded species are listed under Annex II of the Directive) was not identified until 2001 (Kelly & King 2001), the possibility that Lough Cutra, with its strong population of brook lamprey (Lampetra planeri), might well emerge as a candidate site was not identified.
The lower section of the Owendalulleegh River has been recognised as a reference site for high quality waters for the purposes of the Water Framework Directive, which came into force in December 2000. Some reference to the implications of this Directive could have been expected in the Environmental Assessment that accompanied the planning application submitted in October 2000, given that full implementation of the Directive would be completed within the lifetime of the development.

Alternatives

The issue of identifying alternatives is very important. In this current situation the ESB refer to their view of alternatives in the;

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In addition, and clearly resulting from the lack of any proper scoping exercise, no review is provided of the potential for impact on a number of freshwater ecology conservation sites or sites of high conservation value. Had the alternative concerning prolonged stability been reviewed, it would have been obvious that there was a possibility of impacts to freshwater systems and that the potential effects of these impacts would need to be considered even if they were limited to increased sediment loading resulting directly from reduced drainage and erosion.

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3.1.3 Objectives of Derrybrien Wind Farm Project
The objectives of the project are stated in Chapter 2, Section 2.2.1 and are:
Objective 1: To continue to operate the Derrybrien wind farm project to circa 2040 contributing to renewable electricity input to the national grid.
Objective 2: To contribute to and continue to meet the EU and Ireland's stated policy and legally binding targets with respect to Renewable Energy Generation and displacement of fossil fuel energy production.
Objective 3: To contribute to and continue to meet the renewable wind energy targets set in the County Galway Wind Energy Strategy (WES) which was originally developed in 2011 to meet a target of 500 MW to be installed in Co. Galway by 2017.

3.4 Alternatives Considered

There is no termination date attached to the planning permissions granted for the development of the Derrybrien Wind Farm and associated ancillary development.
The identification of reasonable alternatives has taken this into account.
The relevant alternatives considered in relation to this application are therefore:

- Do-Nothing,
- Continued operation and later decommissioning,
- Alternative Renewable Energy Projects on site,
- Decommissioning and remediation alternatives for the wind farm site.

In this "Alternatives" section the ESB has created a self serving narrative.
A number of issues arise.

Where did 2040 as a decommissioning date come out of?

We are very suspicious of 2040 as a decommissioning date and that it may be invented to justify the continuation of the windfarm development.
Can the ESB identify any document that previously referred to 2040 as a decommissioning date?
According to the Gort Windfarms Limited Annual Report and Financial Statements for the year ended 31 December 2018
"The company has an operating lease arrangement in respect of land with 10 years remaining"

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"The company has land lease commitments of €400,000 per annum, ending in 2028."

If one was to assume that the end date for the lease is 2028, the windfarm is only producing approximately 24% of its capacity, the fact that it is built on a EU designated Special Protection Area, is reputed to be contributing to the flooding in the Gort area and with the massive disturbance of bog through the landslide and construction works one could easily come to the logical conclusion that the windfarm should be taken down, removed and the environment repaired in so far as it is possible.

We have been unable to find any reference in the 5,500 plus pages submitted by the ESB to an alternative such as removing the industrial windfarm, closing the 39 km of drains, rewetting the site and planting part of the site with suitable trees while leaving other areas to re wild naturally.
While the windfarm is in existence it will be a monument to bad planning decisions, inappropriate construction, state indifference to EU Law and a complete disregard for environmental protection.
In the event of a Judicial Review I will be relying on EU Law and in particular EC 430/10 for Lawfully applicable as per Our EU Law.

Barrages

Remedial Natura Impact Statement (rNIS)

4.2.2.3 Peat slide and associated works
Measures undertaken in response to the peat slide included the rebuilding of short sections of floating road within the wind farm site at two locations in the vicinity of T68 and T23-T70 (which also acted as barrages) and the installation of eight barrages (four boulder and four earthen) along and downslope of the route of the slidebetween the wind farm and downstream of Flaggy Bridge.
Of the eight barrages originally built, two (Barrages 1 and 2) are located upstream of Black Road Bridge and now act as Coillte access tracks, two (Barrages3 and 4) are within a tributary of the Owendalulleegh River and four are no longer in place.

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Barrages

Raised Natural Nature Impoundments (RNIS)

4.2.2.3 Main scale and associated works
Afterwards measures in response to the peat slide included the rebuilding of short sections of flooding road within the wind farm site at two locations in the vicinity of T08 and T24-T70 (which was used as barrages) and the installation of eight barrages (four boulder and four earth) along and downslope of the route of the slide between the wind farm and downstream of Flagey Bridge.
Of the eight barrages originally built, two (Barrages 1 and 2) are located upstream of Blue Road Bridge and four (1 as Colliite across Ins 4a, two (Barrages 3 and 4) are within a tributary of the Cionsalaalleagh River and four are no longer in place.

Peat from the peat slide which had accumulated on adjacent landand peat excavated for the construction of Barrages 2 and 3 was placed in three peat repositories, one immediately upslope of the Black Road Bridge and two between Black Road Bridge and Flaggy Bridge. The location of the peat slide and works associated with the peat slide are mainly located within the townlands of Derrybrien North. Some minor works are located in the townland of Derrybrien East.

There are numerous references throughout the application for substitute consent to barrages. The fact is the barrages were erected at a time of deep crises when the volume of bog and debris was out of control. The ESB had to be seen to be doing something to stop the sludge reaching the river system and Lough Cutra. The locations of the barrages to a large extent coincided with the route of the powerline and were more of a public relations exercise at a time of crisis than anything else. As mentioned in the report they were mainly constructed with huge boulders which were extremely pours by nature. From my observations of them at the time most of the liquefied peat washed through them and continued to wash into Lough Cutra and as mentioned in the application eventually washed into Kinvarra bay. The attempts to build the earthen barrages were futile and much of this material was actually washed away and ended up in the river system.

COMMUNITY BENEFIT FUND

In the Remedial Environmental Impact Assessment Report Non-Technical Summary (NTS) reference has been made to community benefit fund.

Derrybrien wind farm provides €59,500 per year helping the Derrybrien wind farm communities to become more sustainable through the support of positive local initiatives and activities including the Derrybrien Development Society,

Remedial Environmental Impact Assessment Report Chapter 4 -Population and Human Health
Table 4-8 Community Benefit Recipient Groups

- *30th Galway Abbey Duniry Scout Group*
- *Abbey Community Development Association*
- *Ballinakill community development*
- *Ballinakill N.S. Board of Management*
- *Davitts Camogie Club*

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Remedial Environmental Impact Assessment Report Chapter 4 -Population and Human Health

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- 30th Galway Abbey Dunny Scout Group
- Abbey Community Development Association
- Ballinakill community development
- Ballinakill N.S. Board of Management
- Dunny Lunagle Club

- *Derrybrien Development Society*
- *East Galway Family History Society*
- *Friends of Woodville Walled Garden*
- *Hope It Rains / Ciotóg Teo. (a Galway 2020 Flagship Project)*
- *Irish Red Grouse Association*
- *Leitrim National School*
- *Mighty Oaks Arch Club*
- *Portumna Portumna Golf Club*
- *Shannonside Community Group*
- *St Columba's NS Parents Association Committee*
- *St Thomas GAA Club*
- *Tommy Larkins GAA Club*
- *Woodford Historical Group*
- *Woodford Playground Committee*
- *Derryoober National School (Loughrea)*
- *Ballyturin National School (Gort)*
- *St. Brendan's Community Nursing Unit (Loughrea)*
- *Killeenadeema Development Committee*

The effect of the Community Benefit Fund to date has been positive, locally significant and of medium term.

According to information submitted with this substitute consent application the ESB has established a Windfarm Community Fund. We presume that this fund is a tax write off and if it was not distributed in this manner it would be paid to revenue in tax. In 2016 an annual fund of €59,500 was established and it is administered by SECAD and is available to community and voluntary groups in the general South Galway area. We calculate that approximately €238,000 has been distributed to groups who are no doubt deserving of funds but have little or indeed no direct negative impact from the windfarm development.
Many of the groups that the windfarm has funded have no direct connection to Derrybrien . It is a scandal that a fund is been handed over to groups and areas that have not suffered damage and disturbance. This approach by the ESB of spreading the money widely and thinly smacks of buying silence and compliance in as wide an area as possible. It smack of taking 30 pieces of silver and not taking a stand on saying no to severe environmental damage and irrelevance and disregard for Our EU law by the Arms and Emanations of the state.

- Cavanbridge Development Society
- First Oldham Family History Society
- Friends of Hoodville Hollow Garden
- Hope & Sons – Village Tea, Co Oldham 2020 Flagship Project
- Irish Red Cross Association
- Lorem National School
- Mighty Oak Arch Club
- Portmuir Portmuir Golf Club
- Stonemoside Community Group
- St Columba's AS Parent Association Committee
- St Thomas GAA Club
- Tommy Larkin's GAA Club
- Woodford Historical Group
- Woodford Playground Committee
- Zorro de Vega National School (Anglesea)
- Ballycastle Voluntary Sea Cadets
- St. Brendan's Community Awareness Club (Co Kerry)
- Kathryn Moran Autism Centre

The effect of the Community Benefit Fund to date has been positive, locally significant and of modest scale.

According to all mention not related with this subsidiary on an application the BSB has established a Indians Community Fund. We presume that this fund is a tax relief fund and it is not distributed in the manner it would be paid to revenue. In 2020 an annual fund of €75,000 was established and it is administered by SICA and is available to community and voluntary groups in the general South Galway area. We calculate that at approximately €238,000 has been distributed to groups who are no doubt deserving of funds but have little or indeed no direct negative impact from the windfarm development.

Many of the groups that the windfarm has funded have no direct connection to Derryhalion. It is a wonder that a fund is been handed over to groups and areas that have not suffered damage and disturbance. This approach by the BSB of spreading the money widely and thinly smacks of buying silence and compliance in as wide manner as possible. It smacks of taking 30 pieces of silver and not taking a stand on arguing no to severe environmental damage and nuisance and of begging for Our Lord's mercy on the Arms and Innerations of the state.

What should have been done were actions similar to another power generating facility who fund directly the immediate local development group/s and no other groups outside the community area.
The funding structure should have been implemented along the lines of the Renewable Energy Support Scheme (RESS1), Community Aspects of RESS1.
A strict outer limit of 5km from the windfarm should have applied to distribution of the fund. We note that the ESB fund is created on the basis of €1,000 per Mw however the RESS 1 fund is based on €2,000 per Mw. Also the area of distribution in the RESS 1 is 1-2Km whereas the ESB in Derrybrien are funding a number of projects up to and in excess of 20km. The fund as administered appears to be more of a public relations exercise of buying silence rather than any real effort at undoing the damage of the last 20 years on our fragile community.

According to the planning application information Galway County Council received almost €393,613 in rates from the windfarm in 2020. From past experience we do not have confidence that Galway County Council will take an independent and unbiased view on decisions in relation to this windfarm development?

This Windfarm Project subject of two CJEU judgements

Few if any developments has been the subject of two Court of Justice of the European Union cases. This windfarm has the unique distinction of this record. In 2008 the Court of Justice of the European Union delivered a judgement in Case C-215/06 which found that Ireland failed to implement the Environmental Impact Directive 85/337 properly.
'by failing to adopt all measures necessary to ensure that:

- projects which are within the scope of Council Directive 85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private projects on the environment either before or after amendment by Council Directive 97/11/EC of 3 March 1997 are, before they are executed in whole or in part, first, considered with regard to the need for an environmental impact assessment and, secondly, where those projects are likely to have significant effects on the environment by virtue of their nature, size or location, that they are made subject to an assessment with regard to their effects in accordance with Articles 5 to 10 of Directive 85/337, and
- the development consents given for, and the execution of, wind farm developments and associated works at Derrybrien, County Galway,were preceded by an assessment with regard to their environmental effects, in

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accordance with Articles 5 to 10 of Directive 85/337 either before or afteamendment by Directive 97/11, Ireland has failed to fulfil its obligations under Articles 2, 4 and 5 to 10 of that directive'

In the second case which Judgement delivered on 12th November 2019 Case C - 261/18 Ireland was once again before the CJEU in relation to this windfarm with the following declaration;

127 According to settled case-law, the imposition of a penalty payment is, in principle, justified only in so far as the failure to comply with an earlier judgment of the Court continues up to the time of the Court's examination of the facts (judgment of 14 November 2018, Commission v Greece, C-93/17, EU:C:2018:903, paragraph 108 and the case-law cited).
128 In the present case, it is not in dispute that, as noted, in particular in paragraphs 118 and 119 above, Ireland has still not carried out an environmental impact assessment of the wind farm in the context of a procedure for regularising the consents at issue, granted in breach of the obligation to carry out a prior environmental impact assessment laid down in Directive 85/337. As at the date on which the facts were examined by it, the Court does not have any information that would show that there has been any change to that situation.
129 In the light of the foregoing, it must be held that the failure to fulfil obligations of which Ireland stands criticised continued up until the Court's examination of the facts in the present case.
130 In those circumstances, the Court considers that an order imposing a penalty payment on Ireland is an appropriate financial means by which to induce it to take the measures necessary to bring to an end the failure to fulfil obligations established and to ensure full compliance with the judgment of 3 July 2008, Commission v Ireland (C-215/06, EU:C:2008:380).
131 As regards the calculation of the amount of the penalty payment, according to settled case-law, the penalty payment must be decided upon according to the degree of persuasion needed in order for the Member State which has failed to comply with a judgment establishing a breach of obligations to alter its conduct and bring to an end the infringement established. In exercising its discretion in the matter, it is for the Court to set the penalty payment so that it is both appropriate to the circumstances and proportionate to the infringement established and the ability to pay of the Member State concerned (judgment of 14 November 2018, Commission v Greece, C-93/17, EU:C:2018:903, paragraphs 117 and 118).
132 The Commission's proposals regarding the amount of the penalty payment cannot bind the Court and are merely a useful point of reference. The Court must

accordance with Articles 5 to 10 of Directive 85/337 either before or after amendment by Directive 97/11, Ireland has failed to fulfil its obligations under Articles 2, 4 and 5 to 10 of that directive."

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remain free to set the penalty payment to be imposed in an amount and in a form t hat itconsiders appropriate for the purposes of inducing the Member State concerned to bring to an end its failure to comply with its obligations arising under EU law(see, to that effect, judgment of 14 November 2018, Commission v Greece, C-93/17, EU:C:2018:903, paragraph 119).

133 For the purposes of determining the amount of a penalty payment, the basic criteria which must be taken into consideration in order to ensure that that payment has coercive effect and that EU law is applied uniformly and effectively are, in principle, the seriousness of the infringement, its duration and the ability to pay of the Member State in question. In applying those criteria, regard must be had, in particular, to the effects on public and private interests of the failure to comply and to how urgent it is for the Member State concerned to be induced to fulfil its obligations (judgment of 14 November 2018, Commission v Greece, C-93/17, EU:C:2018:903, paragraph 120).

134 In the present case, having regard to all the legal and factual circumstances
culminating in the breach of obligations established and the considerations set out in paragraphs 115 to 124 above, the Court considers it appropriate to impose a penalty payment of EUR 15 000 per day.

135 Ireland must, therefore be ordered to pay the Commission a periodic penalty payment of EUR 15 000 per day of delay of implementing the measures necessary in order to comply with the judgment of 3 July 2008, Commission v Ireland(C-215/06, EU:C:2008:380) from the date of delivery of the present judgment until the date of compliance with that judgment of 3 July 2008.

Costs

136 Under Article 138(1) of the Rules of Procedure of the Court, the unsuccessful
party is to be ordered to pay the costs if they have been applied for in the successful party's pleadings. Since the Commission has applied for costs and Ireland has been unsuccessful, the latter must be ordered to pay the costs.

On those grounds, the Court (Grand Chamber) hereby:

1. Declares that, by failing to take all measures necessary to comply with the judgment of 3 July 2008, Commission v Ireland (C-215/06, EU:C:2008:380), Ireland has failed to fulfil its obligations under Article 260(1) TFEU;
2. Orders Ireland to pay the European Commission a lump sum in the amount of EUR 5 000 000;
3. Orders Ireland to pay the Commission a periodic penalty payment of EUR 15 000 per day from the date of delivery of the present judgment

remain free to set the penalty payment to be imposed in an amount and in a form that it considers appropriate for the purposes of inducing the Member State concerned to bring to an end its failure to comply with its obligations arising under EU law(see, to that effect, judgment of 14 November 2018, Commission v Greece, C-97/17, EU:C:2018:903, paragraph 119).

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Other Court cases and convictions

On the 14th March 2008 Mr Justice Declan Budd delivered a judgement in relation to this windfarm in which he Derrybrien Development Society took a High Court challenge to the manner in which Galway County Council extended planning permissions for the erection of a wind farm on a mountain in the area.

In a judgment strongly critical of the council's "plethora of mistakes" in handling the planning issues, Mr Justice Declan Budd found the council breached the planning acts and applied the wrong criteria when assessing applications by Gort Windfarms Ltd (GWL) for extensions of the duration of planning permissions.

Consequently, it had acted outside its powers in granting the extensions.

He said the council had failed to apply the crucial test - whether the development had not been completed within the terms of existing permissions due to circumstances - the bogslide of October 28th, 2003 - outside the control of GWL. GWL had failed to provide the necessary information on this issue to the council and, had it done so, the council's decision was likely to have been very different, he said. This was because there was "a substantial body of evidence" which "overwhelmingly suggested" that the peat slip and bog slide was caused by the actions and omissions of GWL, its servants or agents for whom it was responsible under the planning code, he said.

There was a strong consensus in expert reports that the operations of GWL disrupted the stability of the blanket bog on the top and side of Mount Cashlaundrumlahan in the Slieve Aughty mountains near Derrybrien, he noted.

The reports also found GWL had ignored the "eminently foreseeable" risk of destabilisation and bog slide and ensuing delay in completing the wind farm development. Galway County Council had acted on the wrong criteria and irrationally in extending the permissions for the development, he ruled.

A "plethora of mistakes" seemed to have occurred "to the point of embarrassment" in this case, including there being no managerial decisions as required by statute and no record of relevant entries in the planning register.

He added that it was "hard to credit" claims by GWL that it could not have anticipated the 2003 bogslide. This claim was contrary to a consensus in expert

until the date of compliance with the judgment of 3 July 2008, Commission v Ireland (C-215/06, EU:C:2008:380);

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In a judgement strongly critical of the council's "platitudes of belief" in breaching the planning laws, Mr Justice Declan Budd found the council breached the planning laws and applied the wrong criteria when assessing applications by Mount Windfarm Ltd (GWL) for extensions of the duration of planning permissions.

Consequently, it had acted outside its powers in granting the extensions.

The judge said the council had failed to apply the crucial test – whether the development had not been completed within the terms of existing permissions due to circumstances – at the begining of October 28th, 2003 – outside the control of GWL. GWL had failed to provide the necessary information on this issue to the council and had it done so, the council's decision would likely have been very different, he said. There was business there was "a public statutory body – Galway" which "overwhelmingly supposed" that the sort slip and bog slide was caused by the actions and omissions of GWL, its servants or agents for whom it was responsible under the planning code, he said.

There was a strong consensus in expert reports that the operations of GWL disrupted the stability of the peat bog on the top and side of Mount Castlemountain in the Silvermines Mountains near Derry Brean, he noted.

The report also found GWL had ignored the "eminently foreseeable" risk of destabilisation and bog slide and creating delay in completing the wind farm development. Galway County Council had acted on the wrong criteria and irrationally in extending the permissions for the development, he ruled.

A "platitude of belief" seemed to have occurred "to the point of undue assessment" in this case, including there being no managerial decisions as required by statute and no record of relevant entries in the planning register.

He added that it was "hard to credit" claims by GWL that it could not have anticipated the 2003 bog slide. This claim was contrary to a consensus in expert

reports about effects of the deposit of 400 tonnes of material excavated from the wind turbines "on jelly-like blanket bog".

The leaving of material on unstable blanket bog was a "recipe for disaster" as it was a trigger for a bog flow down the mountain, through the fields and into rivers, with ensuing environmental damage.

One "could only wonder" why appropriate technical expertise was not obtained at an earlier stage by the developer and obvious safety measures and proper construction methods instituted.

The judge was giving his reserved judgment on proceedings brought last July by Derrybrien Development Society challenging the manner in which planning extensions were granted by the council in March 2005 relating to two wind farms of 23 wind turbines being developed by GWL.

The construction of the wind farm is complete and the judge yesterday adjourned the making of final orders in the case until next month, to allow the sides to consider his findings.

If he overturns the permissions, or makes declarations in accordance with his findings that the extensions of the permissions were not in accordance with the terms of the planning acts, retention permission may have to be sought.

(Mary Carolan © 2008 The Irish Times)

In October 2004, ESBI Engineering LTD and Ascon were prosecuted by Galway County Council for allowing polluted materials to enter a river following the landslide in October 2003.

A number of court cases were successfully taken by local land owners against the windfarm developers in relation to damage to property resulting from the landslide.

CO2 Emissions

The total volume of peat excavation for the turbines, crane hardstandings, substation and quarries is approximately 185,000m3. About a further 450,000m3 of peat was displaced in the peat slide at the site in October 2003. If it is assumed that 100% ofthe combined volume of excavated peat is lost due to decomposition on exposure, which is very conservative (i.e. there is still approximately 200,000m3 of disturbed peat within the slide rea), then this is equivalent to releasing 127,000 tonnes of CO2into the atmosphere. □ In terms of recent national statistics for CO2emissions in Ireland, 127 kt CO2is ≈0.2% of the total

annual emissions (60,750 kt-CO2) in 2017 (SEAI, 2020) and ≈0.6% of our total annual emissions related to energy (21,265 kt-CO2).

Therefore, the impact of the project on carbon storage is relatively Low and would be compensated by the net carbon gain over the design life of the windfarm.

Without going into great details some of the headline figures that give you a scale of the project on this EU designated Special Protection Area and a blanket bog site of 1,200 acres are;

- 70 windturbines
- 450,000 cubic meters of bog slipped in the landslide
- 185,000 cubic meters excavated from compound, turbine bases etc
- 50,000 fish killed as a result of the landslide
- Deforestation of 263Ha without planning permission or EIA
- 17.5 Km of roadways
- 39Km of drains
- 3 quarries
- 7,880 cubic meters of concrete used
- 232,000 cubic meters blasted and excavated from the quarries
- 22.5 Km of underground cable
- 7.8 Km of overhead power lines
- 4 barrages consisting of approximately 3,500 cubic metres of rocks & stone

We cannot accept and will not accept the self-serving assertion that there are; **are no significant adverse impacts** from the windfarm development.

Non Compliance with planning conditions

Description of how pre-disaster 2003 construction work breached conditions of planning permissions. Note that deforestation started in June 2003 and construction work started in July 2003.

Planning consent 97/3470 and 97/3652 are similar. Planning consent relate to 00/4581 which was later superseded by 02/3560.

The following outline lack of compliance with planning conditions relating to; **97/3470 and 97/3652.**

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Without going into great details some of the headline figures that give you a scale of the project on this EU designated Special Protection Area and a blanket bog site of 1,240 acres are:

- 70 windturbines
- 450,000 cubic meters of bog stripped in the landslide
- 185,000 cubic meters excavated from compound, turbine bases etc
- 50,000 fish killed as a result of the landslide
- Deforestation of 26.3Ha without planning permission or EIA
- 17.5 Km of roadways
- 30Km of drains
- 5 quarries
- 7,850 cubic meters of concrete used
- 242,000 cubic meters blasted and excavated from the quarries
- 22.5 Km of underground cable
- 7.8 Km of overhead power lines
- 4 barrages consisting of approximately 3,500 cubic meters of rocks & stone

We cannot accept and will not accept the self-serving assertion that there are **no significant adverse impacts** from the windfarm development.

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Planning consent 97/3470 and 97/3652 are similar. Planning consent relate to 00/4581 which was later superseded by 02/3560.

The following outline lack of compliance with planning conditions relating to **97/3470 and 97/3652.**

Please refer to attached letter from Mr Liam Gavin, Senior Engineer, Planning & Economic Development, Galway County Council sent to Ms. Mary Nolan, Hibernian Wind Power, 27 Lower Fitzwilliam Street, Dublin 2, dated 11th September 2003.

- **Condition No 3** Details of disposal of excavated rock and soil to be submitted and agreed with the planning authority prior to commencement of work on the site. **Agreement reached between developer and Galway County Council on 11th September 2003 provided burrow pits are rehabilitated on completion of excavations.**

- **Condition No 5** Details of facilities to be installed at the developer's expense to ensure that radio or television transmission in the area are not interfered with by the development. **Noted and agreed with on 11th September 2003 provided protocol from RTE is submitted later. Agreement reached on 24th November 2003**

- **Condition No 6** Before development commences details of aeronautical requirements shall be agreed in writing with the planning authority. **Agreed with the planning authority on 11th September 2003.**

- **Condition No 7** Cash deposit or bond or other security to secure the satisfactory reinstatement of the site upon cessation of the project to be lodged with Galway County Council prior to commencement of work. **Agreement reached on 24th November 2003.**

- **Condition No 8** Details of road network to be used by construction and by long term traffic shall be submitted and agreed with the planning authority prior to commencement of development. **Agreement reached on 24th November 2003.**

- **Condition No 9** Before development commences on the site the developer shall submit to the planning authority for written agreement detailed proposals for the control of silt-laden discharges from the site arising from construction activities. **Agreement reached on 24th November 2003.**

Please refer to attached letter from Mr Liam Cavin, Senior Engineer, Planning & Economic Development, Galway County Council sent to Ms. Mary Nolan, Hibernian Wind Power, 27 Lower Fitzwilliam Street, Dublin 2, dated 11th September 2003.

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- **Condition 10 (b)** Employ a suitably qualified archaeologist who shall monitor all site investigations and other excavation works. **Agreement reached on 11th September 2003.**

- **Condition No 12** Prior to the commencement of the development the developer shall lodge a cash deposit or a bond or other security to secure the reinstatement of public roads which may be damaged by the transport of materials to the site. **Agreement reached on 24th November 2003.**

- **Condition No 13** Turbines other than the two types specified in the planning application documentation (tubular tower design) shall not be used, except with the prior written agreement with the planning authority. **Agreement reached on 11th September 2003.**

The following outline lack of compliance with planning conditions relating to; **02/3560**

- **Condition No 4(b)** Prior to commencement of development, the developer shall submit and have written agreement from the planning authority in respect of the site layout plan to scale 1: 5000 showing the location of structures referred to in (a) above and access roads/tracks **Agreed on 11th September 2003**

- **Condition No 4(c)** Prior to commencement of development, the developer shall submit and have written agreement from the planning authority in respect of, scaled drawings of proposed turbines. **Agreed on 11th September 2003.**

- **Condition No 4(d)** Prior to commencement of development, the developer shall submit and have written agreement from the planning authority in respect of details of site boundary, if any. **Agreed on 24th November 2003.**

- **Condition No 5** Details of disposal of excavated rock and soil to be submitted and agreed with the planning authority prior to commencement of work on the site. **Agreed on 11th September 2003.**

- **Condition 10 (b)** Employ a suitably qualified archaeologist who shall monitor all site investigations and other excavation works. **Agreement reached on 11th September 2003.**

- **Condition No 12** Prior to the commencement of the development the developer shall lodge a cash deposit or a bond or other security to secure the reinstatement of public roads which may be damaged by the transport of materials to the site. **Agreement reached on 24th November 2003.**

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- **02/3560**

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- **Condition No 5** Details of disposal of excavated rock and soil to be submitted and agreed with the planning authority prior to commencement of work on the site. **Agreed on 11th September 2003.**

- **Condition No 7** Details of facilities to be installed at the developer's expense to ensure that radio or television transmission in the area are not interfered with by the development. **Noted and agreed with on 11th September 2003 provided protocol from RTE is submitted later. Agreement reached on 24th November 2003**

- **Condition No 9** The developer shall retain the services of a suitably qualified and experienced bird specialist to undertake appropriate surveys of this site for the Hen Harrier. Details of the surveys to be undertaken shall be agreed in writing with the planning authority prior to commencement of development. **Proposals to retain the services of B.E.S. to undertake the Hen Harrier survey is noted and accepted on 11th September 2003. The Planning Authority awaits a copy of the findings.**

- **Condition No 10** Cash deposit or bond or other security to secure the satisfactory reinstatement of the site upon cessation of the project to be lodged with Galway County Council prior to commencement of work. **Agreement reached on 24th November 2003.**

- **Condition No 11** Details of road network to be used by construction and by long term traffic shall be submitted and agreed with the planning authority prior to commencement of development. **Agreement reached on 24th November 2003.**

- **Condition No 12** Before development commences on the site the developer shall submit to the planning authority for written agreement detailed proposals for the control of silt-laden discharges from the site arising from construction activities. **Agreement reached on 24th November 2003.**

- **Condition No 13** Employ a suitably qualified archaeologist who shall monitor all site investigations and other excavation works. **Agreement reached on 11th September 2003.**

- **Condition No 14** Prior to the commencement of the development the developer shall lodge a cash deposit or a bond or other security to secure the

- **Condition No 7** Details of facilities to be installed at the developer's expense to ensure that radio or television transmission in the area are not interfered with by the development. **Noted and agreed with on 11th September 2003 provided protocol from RTE is submitted later. Agreement reached on 24th November 2003.**

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- **Condition No 12** Before development commences on the site the developer shall submit to the planning authority for written agreement detailed proposals for the control of silt-laden discharges from the site arising from construction activities. **Agreement reached on 24th November 2003.**

- **Condition No 13** Employ a suitably qualified archaeologist who shall monitor all site investigations and other excavation works. **Agreement reached on 11th September 2003.**

- **Condition No 14** Prior to the commencement of the development the developer shall lodge a cash deposit or a bond or other security to secure the

reinstatement of public roads which may be damaged by the transport of materials to the site. **Agreement reached on 24th November 2003.**

Please note that the main quarry in operation was not identified at any time through the planning process.

There is no point in having EU Directive and Treaties if their Law is neither accessible nor enforced, additionally, its EU citizens are unable to participate in implementation of these same Directives and Treaties or worse still as citizen we are been deliberately and systematically locked out even before we go to Court, and where Justice Delayed - over 20 years so far here – is justice denied. We must ensure that the integrity of the EU Laws, Directives and Treaties are upheld. **"When the integrity of the system is compromised we have no system".**

The credibility and integrity of Ireland as a State is in sharp focus in this decision. The decision makers must apply the fundamental principles of environmental protection and compliance with our EU laws and treaties and in particular the spirit and detail of Directive 85/337/EEC where there was a legal obligation on Ireland to carry out an environmental impact assessment before consent for, and construction of the windfarm development. This did not take place therefore you must refuse permission for this windfarm development.

For all of the reasons above we request that you refuse permission for this windfarm development.

As part of this submission I am formally requesting an Oral Hearing on this Substitute Consent application

We look forward to a favourable response from you in due course.

Yours sincerely,

Martin Collins
For and on behalf of Friends of Derrybrien Environment
Contact [redacted]
Phone [redacted]

[redacted]

Our ref: **Plan98**

Dúchas The Heritage Service

The Secretary,
Galway County Council,
P. O. Box No. 27,
Liosbán Retail Centre,
Tuam Road,
Galway.

RECEIVED
1 3 MAR 1998
Planning & Development Section
GALWAY COUNTY COUNCIL

Réirceanna Náisiúnta & An Fiadhúlra

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Baile Átha Cliath 2
Éire

National Parks & Wildlife

51 St. Stephen's Green
Dublin 2
Ireland
Tel. +353 1 661 3111
LoCall 1890 321 421
Fax +353 1 662 0283
e-mail duchas@indigo.ie

Dear Sir/Madam,

Re: Planning application No. 97/3470 for permission for a wind farm with 23 wind turbines, service roadways, control house and anemometer mast at Boleyneendorrish and Derrybrien West, Co. Galway - Saorgus Energy Ltd.

Planning application No. 97/3652 for permission for a wind farm with 23 wind turbines, service roadways, control house and anemometer mast at Derrybrien North, Co. Galway Saorgus Energy Ltd.

I refer to your letters of 9th February, 1998 regarding the above mentioned applications.

The information provided in the EIS for these proposals was insufficient to allow for a proper assessment of the potential impacts of these developments on the nearby Lough Cutra Special Protection Area (SPA) for the protection of wild birds and their habitat, and on candidate Special Area of Conservation (SAC) No. 252, Coole-Garryland Complex.

There are potential negative impacts on these sites from peat silt emanating from the works and entering the catchment of these lakes. More specific information regarding mitigation measures to avoid siltation impacts is required.

Peat silt poses a threat to flora and fauna in the streams and rivers in the catchment of these developments. They should be checked for *Margaratifera margaratifera*, the Freshwater Pearl Mussel, a species which is protected under the Wildlife Act, 1976 and which is also listed on Annex 5 of the EU Habitats Directive.

We also require information regarding birds of prey, in particular Hen Harriers, in order to allow for a proper assessment of the potential impacts of these proposals on important EU Bird Directive Species, this to include more information on breeding versus migratory birds.

Until this information is received we will not be in a position to comment on these proposals.

Yours sincerely,

Patrick White
National Parks and Wildlife
11th March, 1998.

COMHAIRLE CONTAE NA GAILLIMHE
1 3 MAR 1998

Án Roinn Ealaíon, Oidhreachta, Gaeltachta agus Oileán
Department of Arts, Heritage, Gaeltacht and the Islands

Dúchas
The Heritage Service

Rannóg na nIarratas Forbartha
Development Applications Section

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Secretary
An Bord Pleanála
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Lower Abbey Street
Dublin 1

Re: Planning Application Reg. Ref. No. 00/4581 for an extension to Derrybrien wind farm consisting of 25 mast turbines, service roadways, transformer compounds and anemometry mast, and to increase the permitted hub height of 46 turbines to 60m and extend the permitted blade length of these turbines to 30m at Toormacnevin, Bohaboy, Derrybrien and Derrybrien North, Co. Galway - Saorgus Energy Ltd.

Dear Sir/Madam,

We refer to the Board's letter of 24 April 2001, and enclosures, regarding the above-proposed development. Due to a large increase in the number of planning and development referrals we were not in a position to meet your deadline and trust that our submission will be considered by the Board.

This Department had concerns, from the point of view of nature conservation in the area of the proposed development, with what is considered to be deficiencies in the Environmental Impact Assessment (EIA) submitted for the proposal. At the time of the application the Council had already made its decision before we were in a position to convey these to them. We therefore now wish to make the following comments.

While the EIA identifies the site as being suitable for Merlin and Hen Harriers, no survey was carried out to determine the presence of breeding birds. This is a significant deficiency and without it we cannot adequately judge the impact of the development on these birds. Both of these species are listed in Annex 1 of EU Birds Directive (Council Directive 79/409/EEC on the conservation of wild birds). A survey of Hen Harriers is considered to be of particular importance since there is suitable habitat in the vicinity and as the Slieve Aughties are known to be a stronghold for the species.

In order to protect Annexed bird species and their habitats it is considered necessary that further work on breeding raptors, be carried out during breeding season (Summer 2002). Until a complete survey of the area for breeding birds, using standard methodologies employed in the Hen Harrier Survey 1998/99, has been carried out and assessed by this Department we are unable to determine the extent of the impact of the proposed development on the protected birds.

Yours faithfully,

Joanna Modzelewska
Development Applications Section
20 September 2001

Registered number: 367625

Gort Windfarms Limited

Annual Report and Financial Statements

For the Year Ended 31 December 2018

Gort Windfarms Limited

Directors' Report
For the Year Ended 31 December 2018

The directors present their annual report and the audited financial statements for the year ended 31 December 2018.

Principal activities

The company is engaged in the operation of a wind farm at Derrybrien, Co. Galway, Ireland.

Going concern

The directors have adopted the going concern basis in preparing the financial statements. Further details are set out in note 1.4 to the financial statements.

Results and dividends

The profit for the year, after taxation, amounted to €795 thousand (2017 - loss €10,136 thousand).

No dividend was declared by the directors (2017 - €Nil).

Directors, secretary and their interests

The directors who served during the year were:

A. Kelly (resigned 14 January 2019)
J. Redmond (resigned 1 August 2019)
J. Healy - Alternate Director (resigned 1 August 2019)

The directors and secretary had no disclosable interests in the shares of the company, or any other group company, as defined in section 329 of the Companies Act 2014, at 31 December 2018 or 31 December 2017.

Key performance indicators

The board has determined the following key performance indicators which cover operational performance:

1. Safety

There were 2 reportable incidents reported to the Health and Safety Authority in 2018 (2017- Nil). Both were addressed at the time.

2. Environment

There were no reportable environmental incidents in 2018 (2017 - Nil).

3. Availability

Availability is the amount of time that a generator is able to produce electricity over a certain period, divided by the amount of time in the period. The wind farm availability for Gort Windfarms Limited was 97.3% (2017 - 97.1%).

4. Load factor

Full site capacity is the total possible electricity that a wind farm could produce if each turbine was producing electricity at full output. Load factor is a percentage of the full site capacity that was produced in a particular interval. The load factor for Gort Windfarms Limited for 2018 was 24.3% (2017 - 24%).

Gort Windfarms Limited

Directors' Report
For the Year Ended 31 December 2018

The directors present their annual report and the audited financial statements for the year ended 31 December 2018.

Principal activities

The company is engaged in the operation of a wind farm at Derryveen, Co. Galway, Ireland.

Going concern

The directors have adopted the going concern basis in preparing the financial statements. Further details are set out in note 1.2 to the financial statements.

Results and dividends

The profit for the year, after taxation, amounted to €295 thousand (2017 - loss €19,178 thousand).

No dividend was declared by the directors (2017 - €Nil).

Directors, secretary and their interests

The directors who served during the year were:

A. Kelly (resigned 14 January 2019)
J. Redmond (resigned 1 August 2019)
C. Hardy - Alternate Director (resigned 1 August 2019)

The directors and secretary had no disclosable interests in the shares of the company, or any other group company, as defined in section 329 of the Companies Act 2014, at 31 December 2018 or 31 December 2017.

Key performance indicators

The board has determined the following key performance indicators which cover operational performance:

1. Safety

There were 2 reportable incidents reported to the Health and Safety Authority in 2018 (2017 - Nil). Both were addressed at the time.

2. Environment

There were no reportable environmental incidents in 2018 (2017 - Nil).

3. Availability

Availability is the amount of time that a generator is able to produce electricity over a certain period, divided by the amount of time in the period. The wind farm availability for Gort Windfarms Limited was 97.33% (2017 - 97.19%).

4. Load factor

Full site capacity is the total possible electricity that a wind farm could produce if each turbine was producing electricity at full output. Load factor is a percentage of the full site capacity that was produced in a particular interval. The load factor for Gort Windfarms Limited for 2018 was 24.33% (2017 - 24%).

18. Commitments under operating leases

At 31 December 2018 the company had future minimum lease payments under non-cancellable operating leases as follows:

	2018 €000	2017 €000
Not later than 1 year	270	200
Later than 1 year and not later than 5 years	1,080	1,100
Later than 5 years	1,215	2,717
	2,565	4,017

The company has an operating lease arrangement in respect of land with 10 years remaining.

19. Events after the end of the reporting period

There are no events after the reporting period that the directors believe require adjustment to or disclosure in the financial statements.

20. Capital commitments

The company has no capital commitments at the Balance Sheet date (2017 - Nil).

21. Controlling party

The company is 100% owned by Hibernian Wind Power Limited, a company incorporated in Ireland. Hibernian Wind Power Limited is a wholly owned subsidiary of the Electricity Supply Board (ESB), established and operating in Ireland, which is the ultimate parent. The largest and smallest group into which the results of the company are consolidated is that headed by ESB and the consolidated financial statements of ESB are available to the public and may be obtained from Two Gateway, East Wall Road, Dublin 3, Ireland D03 A995.

22. Approval of financial statements

The board of directors approved these financial statements for issue on 15 October 2019

18. Commitments under operating leases

At 31 December 2018 the company had future minimum lease payments under non-cancellable operating leases as follows:

	2018	2017
	€000	€000
Not later than 1 year	270	200
Later than 1 year and not later than 5 years	1,080	1,100
Later than 5 years	1,215	2,777
	2,565	4,077

The company has an operating lease agreement in respect of land with 10 years remaining.

19. Events after the end of the reporting period

There are no events after the reporting period that the directors believe require adjustment to or disclosure in the financial statements.

20. Capital commitments

The company has no capital commitments at the Balance Sheet date (2017 - Nil).

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The company, is 100% owned by Hibernian Wind Power Limited, a company incorporated in Ireland. Hibernian Wind Power Limited is a wholly owned subsidiary of the Electricity Supply Board (ESB), established and operating in Ireland, which is the ultimate parent. The largest and smallest group into which the results of the company are consolidated is that headed by ESB and the consolidated financial statements of ESB are available to the public and may be obtained from Two Gateway, East Wall Road, Dublin 3, Ireland D03 A995.

22. Approval of financial statements

The board of directors approved these financial statements for issue on 15 October 2019.

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Gort Windfarms Limited

Directors' report and financial statements

Year ended 31 December 2008

Registered no. 367625

Goit Windfarms Limited

Directors' report and
financial statements

Year ended 31 December 2008

Registered no. 3472425

Gort Windfarms Limited

Statement of accounting policies *(continued)*
for the year ended 31 December 2008

Foreign currency transactions

Transactions in foreign currencies are recorded at the rate ruling at the date of the transactions.

Monetary assets and liabilities

Monetary assets and liabilities denominated in foreign currencies at the balance sheet are translated to Euro at the foreign exchange rate ruling at that date. Foreign exchange differences arising on translation are recognized in the income statement.

Non-monetary assets and liabilities

Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction. Non-monetary assets and liabilities denominated in foreign currencies that are stated at fair value are translated to Euro at foreign exchange rates ruling at the dates the fair value was determined.

Property, plant and equipment

Owned assets

Items of property, plant and equipment are stated at cost less accumulated depreciation (see below) and impairment losses.

Depreciation

Depreciation is charged to the income statement on a straight-line basis over the estimated useful lives of each part of an item of property, plant and equipment. The residual value is reassessed annually. The estimated useful lives are as follows:

Generation plant	20 years

Trade and other receivables

Trade and other receivables are recognised at amortised cost less impairment losses, which also equates to fair value owing to the short term nature of these assets.

Cash and equivalents

Cash and cash equivalents comprise cash balances and call deposits with maturities of less than three months. Bank overdrafts that are repayable on demand and form an integral part of the company's cash management are included as a component of cash and cash equivalents for the purpose of the statement of cash flows.

Impairment

The carrying amounts of the company's assets, other than deferred tax assets (see income tax accounting policy), are reviewed at each balance sheet date to determine whether there is any indication of impairment. If any such indication exists, the asset's recoverable amount is estimated.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the income statement.

Gon Windfarms Limited

Statement of accounting policies (continued)
For the year ended 31 December 2008

Foreign currency transactions

Transactions in foreign currencies are recorded at the rate ruling at the date of the transactions.

Monetary assets and liabilities

Monetary assets and liabilities denominated in foreign currencies at the balance sheet are translated to Euro at the foreign exchange rate ruling at that date. Foreign exchange differences arising on translation are recognized in the income statement.

Non-monetary assets and liabilities

Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction. Non-monetary assets and liabilities denominated in foreign currencies that are stated at fair value are translated to Euro at foreign exchange rates ruling at the dates the fair value was determined.

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An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognized in the income statement.

Gort Windfarms Limited

Notes *(continued)*

17 Contingencies

The company has, in the normal course of business, provided commitment bonds, decommissioning and reinstatement bonds, and capacity bonds as required by the Transmission System Operator. These bonds have been provided in cash and are being held in trust by ESB National Grid. The commitment and capacity bonds may be drawn against should the company not proceed with projects which have secured grid connection agreements. The decommissioning and reinstatement bonds may be drawn against in the event that the company fails to properly restore the site of any project on termination of the projects useful life. The total value of these bonds is €823,000.

Legal cases affecting the company in the normal course of business are outstanding at year end, but none are expected to be material.

18 Commitments

The company has land lease commitments of €400,000 per annum, ending in 2028.

19 Group membership

The company is a wholly owned subsidiary of ESB Power Generations Holding Company Limited, a company incorporated and operating in Ireland, of which Electricity Supply Board (ESB), established and operating in Ireland, is the ultimate parent.

The consolidated financial statements of ESB are available to the public and may be obtained from 27 Lower Fitzwilliam Street, Dublin 2.

20 Approval of financial statements

The board of directors approved these financial statements on 17 June 2009.

17 Contingencies

The company has, in the normal course of business, provided commitment bonds, decommissioning and reinstatement bonds, and capacity bonds as required by the Transmission System Operator. These bonds have been provided in cash and are being held in trust by ESB National Grid. The commitment and capacity bonds may be drawn against should the company not proceed with projects which have secured grid connection agreements. The decommissioning and reinstatement bonds may be drawn against in the event that the company fails to properly restore the site of any project on termination of the projects useful life. The total value of these bonds is €821,000.

Legal cases affecting the company in the normal course of business are outstanding at year end, but none are expected to be material.

18 Commitments

The company has land lease commitments of €900,000 per annum, ending in 2028.

19 Group membership

The company is a wholly owned subsidiary of ESB Power Generations Holding Company Limited, a company incorporated and operating in Ireland, of which Electricity Supply Board (ESB), established and operating in Ireland, is the ultimate parent.

The consolidated financial statements of ESB are available to the public and may be obtained from 27 Lower Fitzwilliam Street, Dublin 2.

20 Approval of financial statements

The board of directors approved these financial statements on 17 June 2009.