

Maritime Usage Licensing and Planning Advisory Directorate			
Response to Supplementary Material on a Minded to Determination			
To:	John Evans, Director	From:	Dr. Alison McCarthy, Senior Marine Advisor
Date:	21/04/2026	Maritime Usage Licence Application No:	MUL240012
Licence application received:	16/08/2024	Supplementary material received:	17/04/2026
Applicant:	Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1		
Type of maritime usage in accordance with Schedule 7 of the Maritime Area Planning Act, 2021 (as amended):	<i>Schedule 7(3). Marine environmental surveys for the purposes of site investigation or in support of an application under Part XXI of the Act of 2000.</i>		
Location of proposed Maritime Usage:	Donegal Bay and Sligo Bay		

Introduction:

The Maritime Area Regulatory Authority (MARA) issued a Minded to Determine Notice and a Proposed Maritime Usage Licence (MUL) to Uisce Éireann (the applicant) on 31/03/2026. The MUL application is for marine environmental surveys for the purposes of site investigation or in support of an application under Part XXI of the Act of 2000, falling under Schedule 7(3) of the Maritime Area Planning Act 2021, as amended (the MAP Act). The applicant was advised in the Notice that MARA was minded to part grant the MUL, subject to conditions.

The applicant submitted a response with supplementary information setting out their reasons for requested amendments to three of the conditions in the Proposed MUL. This report addresses the supplementary material submitted based on a review of the application documentation as well as MARA's assessment reports.

1. General Condition 9 (i) and (ii)

9. Without prejudice to the Holder's liability to indemnify the Grantor, the Holder shall:
- (i) effect and keep in force a public liability insurance policy of indemnity in the joint names of the Grantor and the Holder in an insurance office licensed to operate in the State Territory with a limit of € 6,500,000.00 (six million five hundred thousand euro) in respect of any one claim or a series of claims arising out of a single occurrence for any damage, loss or injury which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the admission of any person to the Licensed Area, and to extend such policy so that the Grantor is indemnified by the insurers in the same manner as the Holder;
 - (ii) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State Territory with a limit of €13,000,000.00 (thirteen million euro) for any one claim or a series of claims arising out of a single occurrence and to extend such policy so that the Grantor is indemnified by the insurers in the same manner as the Holder in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Holder. This policy should include an indemnity to principles clause with a specific indemnity to the Grantor;

Reason: To ensure that there is sufficient insurance cover for the Holder to undertake the Permitted Maritime Usage.

Applicant's response:

The applicant understands Condition 9 (i) relates to contract works insurance for the project works, and giving joint names cover to the Grantor under this cover. The applicant confirms that there is a joint names provision to include the Grantor under their Annual OCIP's Contract Works section covering the works. The applicant seeks clarification on this point.

Regarding Condition 9 (ii), the applicant notes that their contractor for the marine survey works will provide employers liability cover and seeks confirmation that this is agreed with MARA.

MARA's Response:

Condition 9 of the Proposed MUL is a standard condition in all MULs in relation to Insurance. The applicant has not requested a change or provided any supplementary material to support a consideration of a change to parts (i) and (ii) of this condition. As per Section 119(6)(b)(ii) of the MAP Act, MARA may consider supplementary material made in view of the reasons only. Accordingly, no further consideration can be given by MARA in regard to the clarifications sought.

Recommendation:

No change to Condition 9 Insurance.

2. Specific Condition 27

27. The Holder shall, within 30 days of the completion of each geophysical and geotechnical survey undertaken in accordance with this licence, submit details of these surveys to Marine Environment, Department of Climate, Energy and the Environment at marine.env@dcee.gov.ie. This data shall be provided in the reporting format of the OSPAR Impulsive Noise registry, available on the International Council for Exploration of the Seas (ICES) website.

Reason: To ensure protection of the marine environment through availability of monitoring data.

Applicant's response:

The applicant supports transparent reporting obligations however they highlight that the OSPAR registry is for the purpose of cataloguing impulsive noise sources and their application does not include any impulsive noise producing activities. The applicant requests that the 30 day reporting requirement is removed from this condition in the Final Licence to align with similar conditions in other MULs.

MARA's Response:

The Department of Climate, Energy and the Environment (DCEE) collate and report on both impulsive and continuous underwater noise as part of Ireland's Marine Strategy Framework Directive reporting requirements. Thus, the survey activities proposed as part of this application are relevant, including for instance the acoustic data generated from the Multibeam echosounder and Singlebeam Echosounder surveys (although the noise produced is continuous). The data is required to be submitted in accordance with the ICES impulsive noise reporting format. The 30 day time limit has been applied to the condition to ensure that MUL Holders submit noise data in a timely manner to DCEE and it is not considered necessary to amend the condition.

Recommendation:

No change to Condition 27.

3. Specific Condition 29

29. While conducting the Permitted Maritime Usage the Holder shall not interfere with any fishing gear or obstruct any fishers or fishing vessels engaged in fishing.

Reason: To minimise impact on other users of the marine environment.

Applicant's response:

The applicant raises concerns with the 'high bar' set in this condition and that it is a significant change from previous Foreshore Licences which required holders to 'take reasonable care' not to interfere with fishing gear. The applicant requests amending the condition to add in 'take reasonable care' as per the former foreshore licensing regime.

MARA's Response:

With reference to previous Foreshore Licences, it should be noted that the MAP Act has replaced the foreshore licensing regime which was in place under the Foreshore Act 1933 as amended with respect to licensing of specified usages in the maritime area. MARA now issues MULs for those specified maritime usages in accordance with the provisions of the MAP Act.

With regard to the applicant's request to remove Condition 29, it is noted that Condition 20 of the Proposed MUL requires the Holder to not damage or interfere with third party property while carrying out the Permitted Maritime Usage. Condition 14 specifies that the Holder shall cause no damage or injury to the Licensed Area or any occupants of the Licensed Area. In the

interests of regulatory simplification, Condition 29 can be removed as requested by the applicant given the overlap with Conditions 14 and 20.

Recommendation:

Remove Specific Condition 29.



Dr Alison McCarthy
Senior Marine Advisor