



## DESCRIPTION

**“The construction of a c.5km long, approximately 3m wide greenway path, including car park, fencing and ancillary site works”**

The development will consist of:

The construction of a c.5km long, approximately 3m wide greenway path, including car park, fencing and ancillary site works including loop through forestry to accommodate both pedestrians and cyclists, from Corry in Newtownforbes through the townlands of Castleforbes Demesne, Killeen (Longford By) Caldragh & Corry (Longford By). The route will traverse Ballykenny-Fisherstown Bog SPA and Lough Forbes Complex SAC. An Appropriate Assessment Screening report accompanies the application.

## DOCUMENTS

Landholding Map

Site Location Map 1

Site Location Map 2

Site Layout Plan 1

Site Layout Plan 2

Site Layout Plan 3

Site Layout Plan 4

Carpark Layout

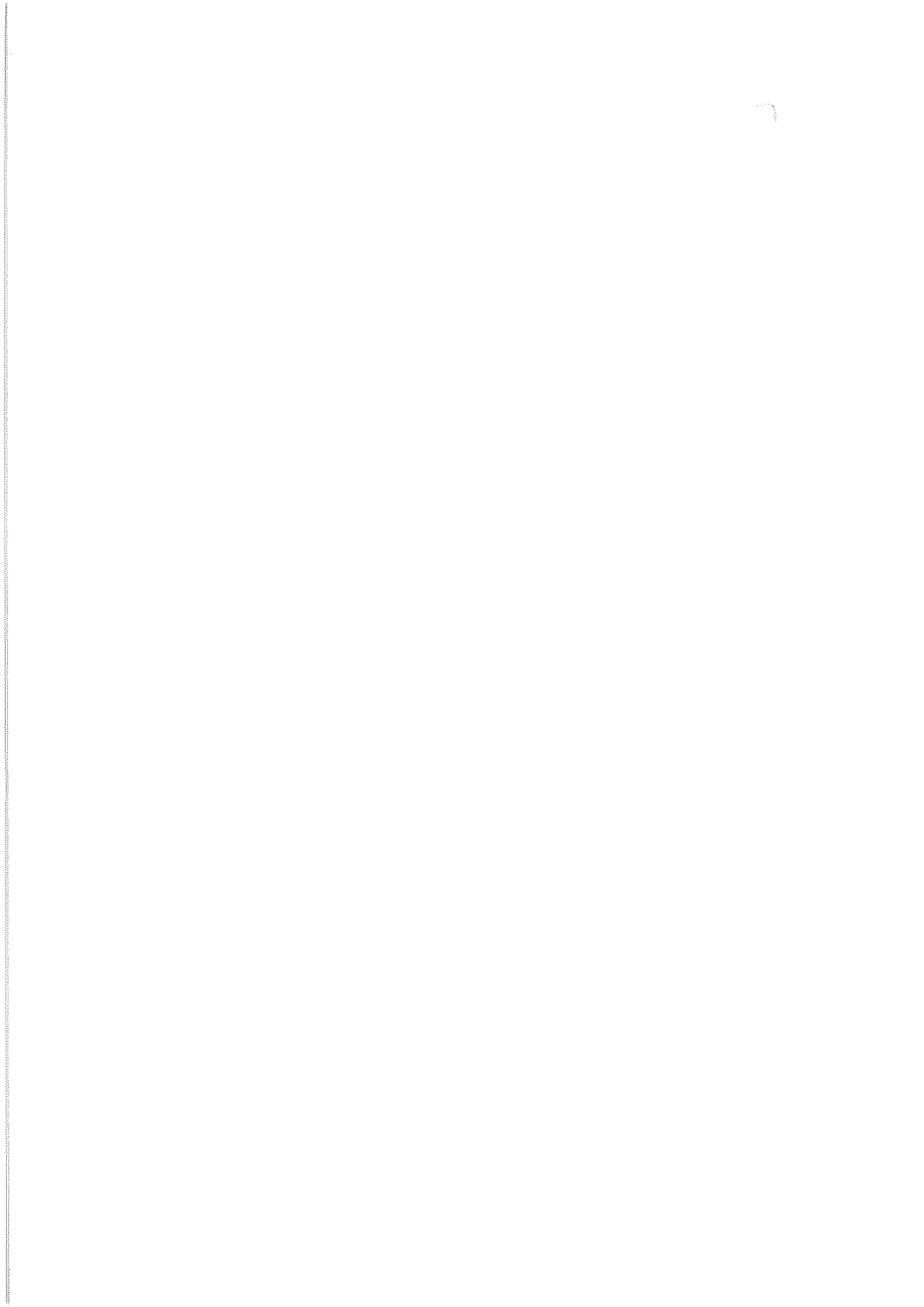
Trackway Section

Fence Elevation

General Map 1

General Map 2

*Carpark Section*





Longford County Council

**SITE NOTICE**

Planning and Development Act 2000 (as amended)

Part 8 Planning and Development Regulations 2001 (as amended)

Notice is hereby given that in accordance with the requirements of the above regulations that Longford County Council proposes to undertake the following works:

**“The construction of a c.5km long, approximately 3m wide greenway path, including car park, fencing and ancillary site works”**

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Plans and particulars of the proposed development will be available for inspection or purchase at a fee, not exceeding the reasonable cost of making the copy, at the office of Longford County Council, Áras an Chontae, Great Water Street, Longford during official public opening hours, excluding weekends and bank holidays from **Friday 11<sup>th</sup> December, 2020 up to and including Monday 18<sup>th</sup> January, 2021.**

Submissions with respect to the proposed development, dealing with the proper planning and sustainable development of the area, may be made in writing to Longford County Council, headed

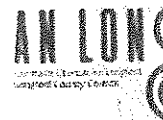
**“The construction of a c.5km long, approximately 3m wide greenway path, including car park, fencing and ancillary site works”**

and addressed to Planning Section, Longford County Council, Áras an Chontae, Great Water Street, Longford to arrive not later than **Monday 1<sup>st</sup> February, 2021 at 4pm.**

Signed  
J. BRANNIGAN,  
DIRECTOR OF SERVICES.  
11/12/2020







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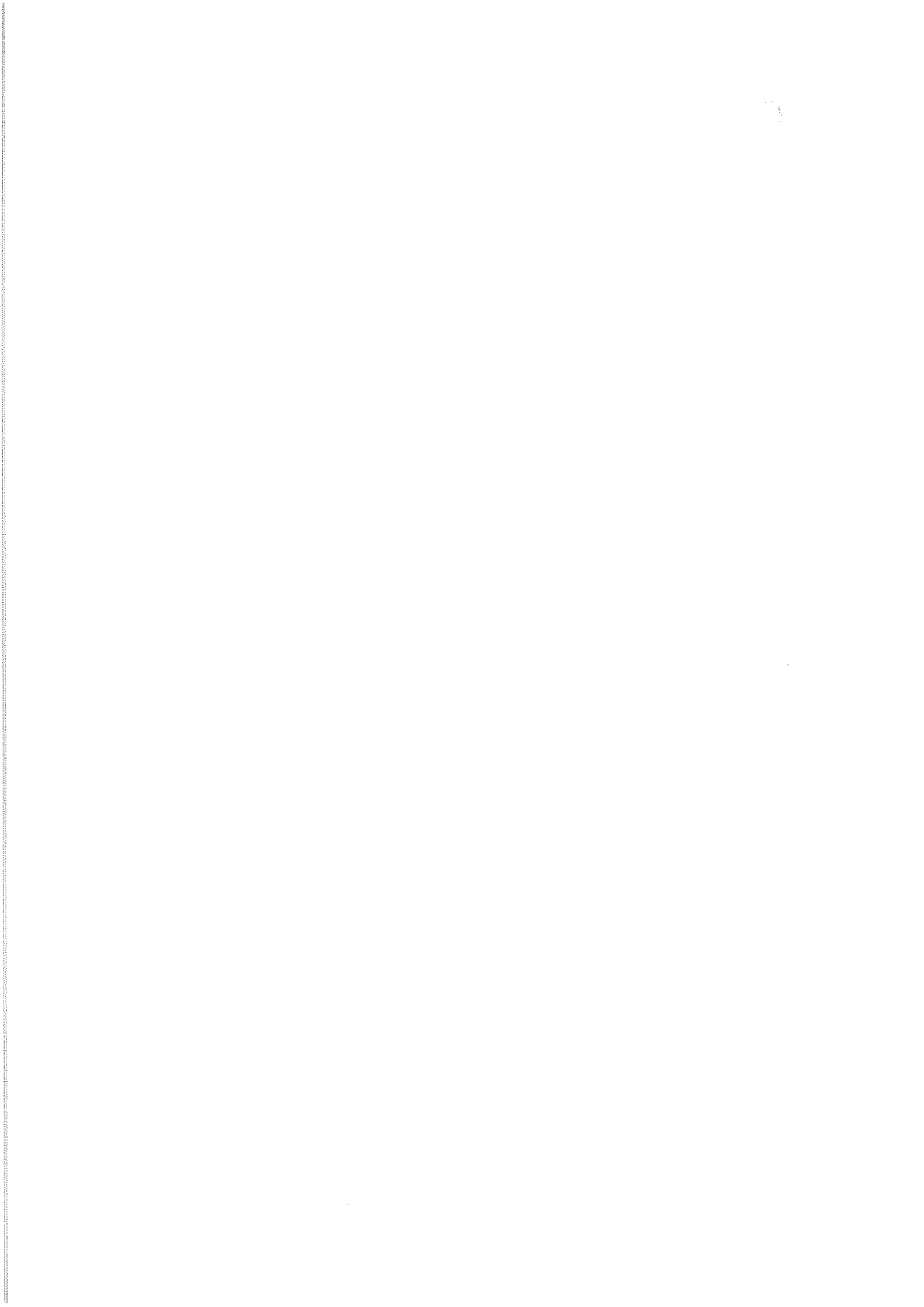
Longford County Council  
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**DADKI AWAL**

Heeran Bhatnagar





CRITERIA FOR REFERRAL FORM  
UNDER THE PLANNING AND DEVELOPMENT REGULATIONS, 2001, AS AMENDED

WOLFGORD County / City Council considers that the attached development application

Reference No. PA01 VIII No 83 may impact on:

Applicable	*Archaeology	Not Applicable
<input checked="" type="checkbox"/>	<p>A recorded or national monument or because the proposed development is large in scale (i.e. 0.5 hectares or more in area; or 1 km or more in length)</p> <p>Monument Record No.(s) <u>LF 008-021</u></p> <p>Description <u>RINGFORT (RATH CASHEL)</u></p> <p><i>Please include a copy of any archaeological reports that were submitted with the application, e.g. Archaeological Impact Assessment</i></p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>*Architectural Heritage</b></p> <p>NIAH Record No.(s) _____ RPS No.(s) _____</p> <p>Description _____</p> <p><i>Please include a copy of any architectural heritage reports that were submitted with the application, e.g. Conservation Report, Architectural Impact Assessment, Visual Impact Assessment</i></p>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<p><b>*Natural Heritage (nature conservation)</b></p> <p>NHA Site Code _____</p> <p>SAC Site Code <u>001818</u></p> <p>SPA Site Code <u>004101</u></p> <p><i>Please include a copy of any nature conservation reports that were submitted with the application, e.g. AA screening, Natura Impact Statement</i></p>	<input type="checkbox"/>

Note: (\* please tick either **Applicable** or **Not Applicable** for each category which it appears could be impacted upon by the proposed development, or otherwise.)

Note: In-house professional expertise available to the planning authority should be used in each case and category regarding criteria and grounds for referral.

A Feely  
Signature of designated planning authority official

TECHNICIAN  
Role / Section

Contact telephone number: 043-3343300

Email (generic preferred): PLANNING@WOLFGORD.CO.CD.IE

**Note:** Specific reference should be made to Article 28 of the Planning and Development Regulations, 2001, as amended.

The guidance on Criteria for Referral below is provided to assist planning authorities in deciding which development applications should be referred to the Department of Arts, Heritage, Regional, Rural and Gaeltacht Affairs.

<b>Where it appears to the planning authority that the proposed development could have an impact on the natural or built heritage, applications or proposals impacting on or falling within the following should be referred:</b>
National Monument, including those in the ownership/guardianship of the Local Authority.
Recorded Monument.
Protected (or proposed protected) Structure.
World Heritage Sites.
Structures recommended to planning authorities by Ministerial Recommendation for inclusion in their Records of Protected Structures (S.53 of the Planning and Development Act, 2000, as amended, refers).
Designed landscapes associated with protected structures or structures of regional significance (and higher) as based on National Inventory of Architectural Heritage recommendations.
Within or impinging upon the vicinity of a monument marked on a RMP map.
A site, feature, object, or complex of archaeological interest.
An Architectural Conservation Area (ACA) specified in a development plan and the exterior of any structures within an ACA.
The visual appreciation, setting and amenity of a protected structure and / or ACA.
The visual appreciation, setting and amenity of a National Monument or a Recorded Monument.
Structures that appear on first edition Ordnance Survey maps.
Where an Environmental Impact Assessment Report has been prepared.
Any proposed Local Authority developments that fall within any of the above categories or otherwise might impact on the Built Heritage.
In or within 100 m of an SAC, cSAC, SPA, NHA, pNHA, a nature reserve, national park, a listed rare plant site or refuge for fauna or refuge for flora <b>except</b> <ul style="list-style-type: none"> <li>• Where NPWS has informed the authority of an alternative "consultation zone" for the site; OR</li> <li>• Applications for alterations to existing properties; OR</li> <li>• Single dwelling houses.</li> </ul>
All applications subject to EIAR where the EIAR assesses nature conservation values.
All applications of any type, that NPWS has requested from that authority (e.g. all windfarm applications, all development applications for structures with bat roosts, all that are within biodiversity areas etc.).
Any application that is considered by the Planning Authority to be likely to impact on a site(s) designated for nature conservation.

**Please note:**

1. Recorded Monument is that which is shown on the Record of Monuments and Places Map (RMP).
2. Where the proposed development is large in scale (i.e. 0.5 hectares or more in area; 1 km or more in length), it may impact on **Archaeology**.
3. Referrals relating to monuments may be of architectural as well as archaeological interest. If a monument contains above ground structures, then this should be reflected in the Criteria for Referral Form by ticking both **Archaeology** and **Architectural Heritage**.

# Newtownforbes Bog Walk Appropriate Assessment Screening Report

Document No: NTF-RP-EN-0001-P01



**DATE:** 11/12/2020

**Client:** Longford County Council

**Project:** Newtownforbes Bog Walk Appropriate  
Assessment Screening



**CLANDILLON CIVIL  
CONSULTING**  
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## ISSUE AND REVISION RECORD

Rev	Date	Originator	Checker	Approver	Description
P00	9/12/2020	Billy Flynn	Heather Scully	Seán FitzSimons	Draft for review
P01	11/12/2020	Billy Flynn	Heather Scully	Seán FitzSimons	Updated for Issue to LCC

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**DATE:** 11/12/2020  
**Client:** Longford County Council  
**Project:** Newtownforbes Bog Walk Appropriate  
Assessment Screening



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## Newtownforbes Bog Walk

### Appropriate Assessment Screening Report

**Date:** 7 December 2020

**By:** Flynn, Furney Environmental Consultants

**For:** Clandillon Civil Consulting



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Cover photograph by John O’Brien, Newtownforbes Tidy Towns

# 1 INTRODUCTION

Flynn Furney have been commissioned by Clandillon Civil Consulting to carry out a Stage 1 Appropriate Assessment (AA) Screening Report for the proposed construction of a trail near the town of Newtownforbes, Co. Longford. This screening exercise aims to determine whether the proposed construction and operation of this route has the potential to have significant or indeterminate impacts on the conservation objectives and overall integrity of any Natura 2000 sites. This assessment is based upon desk study and fieldwork carried out by suitably qualified ecologists.

Designated sites within 15km of the proposed development have been reviewed for potential impacts or pathways for impacts. This is followed by an ecological assessment of the project on the ecology of the area surrounding the route, including possible impacts on designated sites.

Section 5 of the report comprises the AA Screening that specifically focuses on the potential for impacts on Natura 2000 sites and their conservation objectives.

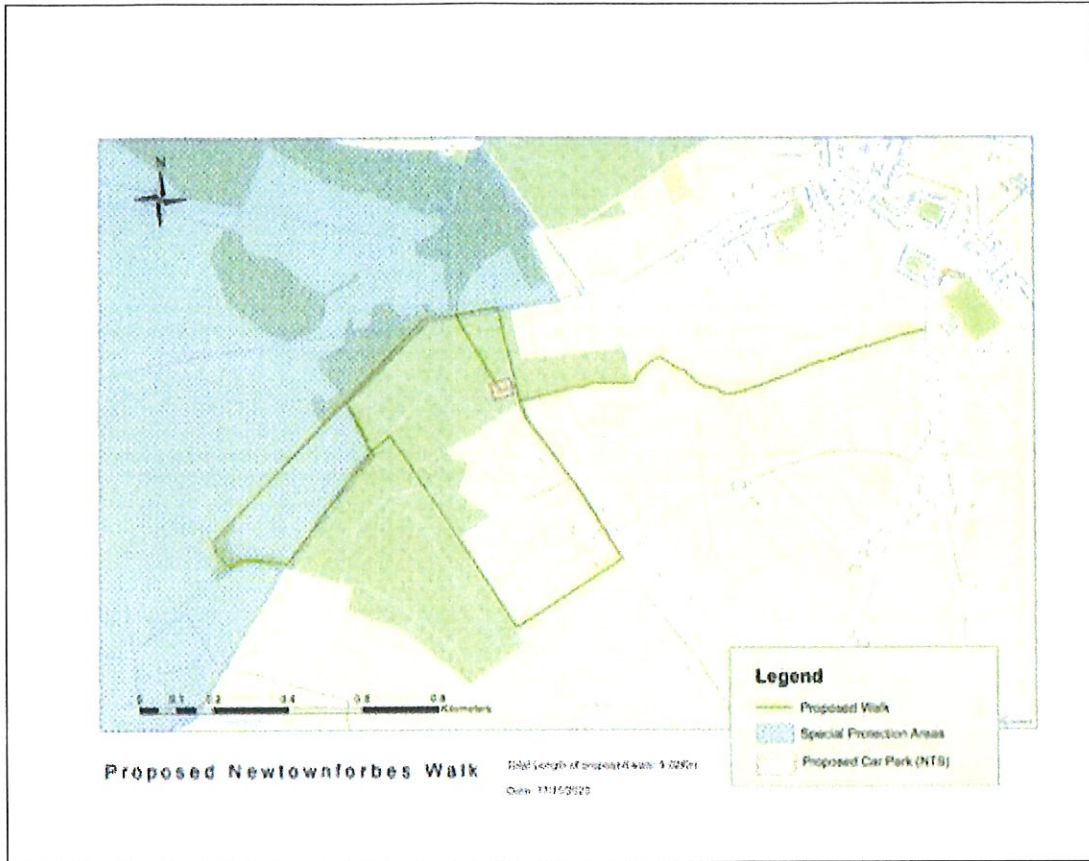
This report has been completed to provide information regarding the ecological status of the proposed site of works. This report has been completed to provide the information necessary to allow the competent authority to conduct an Article 6[3] Appropriate Assessment (AA) Screening of the proposed development. The legislation and methodology for which is detailed in the following sections below.

## 1.1 Proposed Works

The area under study can be seen in Figure 1. The study area consists of a rather varied assemblage of habitats along a route extends westwards from the town of Newtownforbes toward the Camlin River. The route utilises existing infrastructure including road and laneways and part of a farm track. It also proceeds along an access track that is used for forestry operations and agriculture. The project will require the upgrading of surface for much of the proposed route. On the off-road sections, entirely new path creation may be required.

The installation of stiles and new gateways for crossing existing boundaries will also be required. Signs, way-marker posts/bollards and an information sign will be erected.

Figure 1: The proposed route



## 1.2 Site Description

The proposed route starts and finishes on a local road to the south of the town of Newtownforbes. It follows an existing laneway for around 600m before turning into farm access track. The route then passes through agricultural grassland immediately adjacent a conifer plantation before meeting a local road in the townland of Corry. The route then passes along this road until joining an existing access road that is adjacent and within a conifer plantation. It follows this existing access road for almost a kilometre, most of this being within coniferous plantation. The route passes then through scrub and around an area of cutover bog before once again running through coniferous plantation. The route follows rides within the plantation and turns south, running through agricultural grassland once again with

plantation immediately adjacent. It then turns eastwards through agricultural grassland to rejoin the local road at Corry.

The surrounding landscape is predominantly low-lying grassland and the land-use is almost entirely pasture. Turf-cutting was a significant feature of this landscape until relatively recently, as evinced by the large cutover areas in Ballykenny Bog. The Camlin River drains much of this area and this river meets the River Shannon approximately 1.7km from the most southerly extent of the proposed trail.





## 2 Legislative context

The methodology for this screening statement is clearly set out in a document prepared for the Environment DG of the European Commission entitled 'Assessment of plans and projects significantly affecting Natura2000 sites: methodological guidance on the provisions of Article 6(3) and 6(4) of the Habitats Directive 92/43/EEC' (Oxford Brooks University, 2001). This report and any contributory fieldwork were carried out in accordance with guidelines given by the Department of Environment, Heritage and Local Government (2009, amended 2010).

The process is given in Articles 6(3) and 6(4) of the Habitats Directive and is commonly referred to as '*Appropriate Assessments*' (which in fact refers to Stage 2 in the sequence under the Habitats Directive Article 6 assessment). Article 6 of the Habitats Directive sets out provisions which govern the conservation and management of Natura 2000 sites. Article 6(3) and 6(4) of the Habitats Directive set out the decision-making tests for plans and projects likely to affect Natura 2000 sites (Annex 1.1). Article 6(3) establishes the requirement for Appropriate Assessment.

"Any plan or project not directly connected with or necessary to the management of the (Natura2000) site but likely to have a significant effect thereon, either individually or in combination with other plans or projects, shall be subjected to appropriate assessment of its implications for the site in view of the site's conservation objectives. In light of the conclusions of the assessment of the implication for the site and subject to the provisions of paragraph 4, the competent national authorities shall agree to the plan or project only after having ascertained that it will not adversely affect the integrity of the site concerned and, if appropriate, after having obtained the opinion of the general public."

Article 6(4) of the same directive states:

"If, in spite of a negative assessment of the implications for the site and in the absence of alternative solutions, a plan or project must nevertheless be carried out for imperative reasons of overriding public interest, including those of social or economic nature, the Member State shall take all compensatory measures necessary to ensure that the overall coherence of the Natura 2000 is protected. It shall inform the Commission of the

compensatory measures adopted. Where the site concerned hosts a priority natural habitat type and/or a priority species the only considerations which may be raised are those relating to human health or public safety, to beneficial consequences of primary importance for the environment or, further to an opinion from the Commission, to other imperative reasons of overriding public interest.”

It is the responsibility of the proponent of the plan or project to provide the relevant information (ecological surveys, research, analysis etc.) for submission to the ‘competent national authority’. Having satisfied itself that the information is complete and objective, the competent authority will use this information to screen the project, i.e. to determine if an AA is required and to carry out the AA, if one is deemed necessary. The competent authority shall agree to the plan or project only after having ascertained that it will not adversely affect the integrity of the site concerned.

The appropriate assessment process has four stages. Each stage determines whether a further stage in the process is required. If, for example, the conclusions at the end of Stage One are that there will be no significant impacts on the Natura 2000 site, there is no requirement to proceed further. The four stages are:

1. Screening to determine if an appropriate assessment is required
2. Appropriate assessment
3. Consideration of alternative solutions
4. Imperative Reasons of Overriding Public Interest/Derogation

#### **Stage 1. Screening**

This is to determine if an appropriate assessment is required. Screening is the technique applied to determine whether a particular plan would be likely to have significant effects on a Natura 2000 site and would thus warrant an Appropriate Assessment. The key indicator that will determine if an Appropriate Assessment is required is the determination of whether the development is likely to have *significant environmental effects* on a Natura 2000 site or not.

**Stage 2. Appropriate Assessment**

This step is required if the screening report indicates that the development is likely to have a significant impact on a Natura 2000 site. Stage 2 assesses the impact of a plan or project on the integrity of the Natura 2000 site, either alone or in combination with other plans or projects, with respect to the site's structure, function and conservation objectives. Where there are adverse impacts, an assessment of the potential mitigation of these impacts is also required.

**Stage 3. Assessment of Alternative Solutions**

If it is concluded that, subsequent to the implementation of measures, a plan or project will have an adverse impact on the integrity of a Natura 2000 site, it must be objectively concluded that no alternative solutions exist before the plan or project can proceed.

**Stage 4. Imperative Reasons of Overriding Public Interest/Derogation**

Where no alternative solutions exist and where adverse impacts remain but imperative reasons of overriding public interest (IROPI) exist for the implementation of a plan or project, an assessment of compensatory measures that will effectively offset the damage to the Natura 2000 site will be necessary.

Flynn, Furney Environmental Consultants Ltd has been appointed by Clandillon Civil Consulting to undertake the first stage of the above process: a screening exercise to determine whether the proposed development has the potential to have any significant or indeterminate impacts on the conservation objectives and overall integrity of any Natura 2000 sites. This assessment is based upon desk study and fieldwork carried out by suitably qualified ecologists. This document includes a detailed description of the development. The sites within 15km of the proposed development are then reviewed for potential impacts or pathways for impacts. Section 5 of this report comprises the AA Screening that specifically focuses on the potential for impacts on Natura 2000 sites and their conservation objectives.



## 3 Description of the project and local site characteristics

### 3.1 Site location

The proposed walking route will follow existing local roads, laneway and farm tracks as well as forestry access road. It will also enter an area of cutover bogland and scrub. The route will be within the townland of Corry, Newtownforbes. The route will begin and end at the junction of a local road and laneway opposite Clonguish GAA Club. Part of the route will be within Ballykenny-Fisherstown Bog Special Protection Area and Lough Forbes Complex SAC.

### 3.2 Description of the proposed development

Works involved with this project include clearance, track widening, removal and stock piling of material and the laying of a new track surface. Work may include site clearance, path construction and the installation of new bridge or culvert infrastructure. The detailed design specifications of this project have yet to be confirmed.

Table 1: Development description

Development Detail	Description
Size, scale, area, land take	<p>The total length of the route is approximately 5km.</p> <p>The proposed works will generally consist of the laying of new path surface along the existing trail. Some fencing may be required to separate trail from agricultural lands.</p> <p>Land take is unlikely to exceed 3 metres in total width of track..</p> <p>The project will also include the installation of trail ‘furniture’ such as signage, directional markers and benches.</p>
Details of physical changes that will take place during the various stages of implementing the proposal*	<p>Removal of organic material and soil</p> <p>Surface improvement – Sealed and unsealed surfaces.</p> <p>Boundary fencing / gates / crossing point works</p>



<p><b>Description of resource requirements for the construction/operation of the proposal (construction material, human presence and wastes produced.</b></p>	<p>Construction stage resource requirements will likely include crushed rock (Clause 804), geotextile, and potentially Bitumen/dust finish depending on the specifications.</p> <p>Overburden material may have to be stock piled and removed if suitable onsite reuse like landscaping cannot be found. But this is predicted as being minimal.</p> <p>At an operational stage the trail is likely to be busier during daylight hours as is not intended for night-time use.</p>
<p><b>Other</b></p>	<p>This proposal will result in increased noise and human presence during the construction phase but this will be temporary in duration. It is not expected to be significantly greater than the levels of disturbance from agricultural or forestry operations.</p>

### 3.3 Works and site characteristics and risks to the environment

The principle risks posed from the proposed project relate to the potential temporary disturbance to protected species of birds. It is considered that there is little risk of habitat loss as route mainly follows existing road, laneway and access tracks. It is considered that there is no risk of pollution to watercourses or waterbodies as no sensitive habitats of this type will be crossed by the scheme.

## 4 Ecological Assessment

### 4.1 Desk Study

A desktop study was carried out as part of this screening process. This included a review of available literature on the site and its immediate environs. Sources of information included the National Parks and Wildlife Service databases on protected sites and species.

### 4.2 Designated Sites

Sites designated for the conservation of nature in Ireland include:

- Special Areas of Conservation (SACs)
- Special Protection Areas (SPAs)
- Natural Heritage Areas (NHAs) and;
- proposed Natural Heritage Areas (pNHAs)

SPAs and SACs form the *Natura 2000* network of sites. It is these sites that are of relevance to the screening process for this Appropriate Assessment.

SPAs and SACs are prime wildlife conservation areas in the country, considered to be important on a European as well as Irish level. SPAs and SACs are designated under EU Habitats Directive, transposed into Irish law by the European Communities (Birds and Natural Habitats) Regulations 2011 (S.I. No. 477 of 2011), as amended.

Natural Heritage Area (NHA) is the basic designation for wildlife in Ireland. NHAs are areas considered important for their habitats or species of plants and animals whose habitat needs protection. They first entered into European Law under the 1976 Wildlife Act, then were transposed into Irish law with the 1997 Natural Habitats Regulations (S.I. No. 94 of 1997), finally gaining full statutory backing in Ireland with the passing of the Wildlife (Amendment) Act 2000.

Proposed NHA (pNHA) sites were published on a non-statutory basis in 1995, but have not since been statutorily proposed or designated. These sites are designated as being of

significance for species and habitats. While not afforded the same protection as sites protected under the Habitats Directive, they are subject to protection through the following mechanisms:

- Agri-environmental farm planning schemes such as GLAS (Formally the Rural Environment Protection Scheme)
- Forest Service requirement for NPWS approval before they will pay afforestation grants on pNHA lands
- Recognition of the ecological value of pNHAs by Planning and Licencing Authorities.

All Natura designated sites within 15km of the proposed works were considered during the desktop study stage of this screening assessment in order to assess the potential for significant effects upon their Qualifying Interests / Special Conservation Interests and Conservation Objectives. This stage of the process is used to determine whether any of the designated sites may be 'screened out'. That is, that they can be regarded as not being relevant to the process, having no potential to be significantly affected or impacted upon.

#### 4.3 Stakeholder Consultation

To date consultations with the following Stakeholders has taken place. These are summarised in table 2 below.

**Table 2: Summary of Consultations**

Stakeholder	Nature of Consultation	Outcome
Clandillon Civil Consulting	Telecommunications (various). Site visit	Need for and scope of this Screening Assessment confirmed.
Longford County Council (the client)	Email correspondence. Site visit	Level of assessment agreed. Route visited and agreed. This reporting to follow for planning.
National Parks and Wildlife Service	Telephone and email communications with relevant Conservation Ranger	This present reporting to be forwarded to Ranger for review. This screening to be reviewed following this as required.



All sites designated for the conservation of nature within 15km of the proposed works are detailed in Table 3 – Table 4 below.

**Table 3: Designated sites with 15km of the proposed project area**

Site Code	Site Name	Designation	Distance from the Proposed Route
1818	Lough Forbes Complex SAC	SAC	Within
4101	Ballykenny-Fisherstown Bog SPA	SPA	Within
2346	Brown Bog SAC	SAC	2
2348	Clooneen Bog SAC	SAC	4.2
2202	Mount Jessop Bog SAC	SAC	8.7
440	Lough Ree SAC	SAC	12.4km
4064	Lough Ree SPA	SPA	12.4km

A total of 5 sites designated as SACs and 2 sites designated as SPAs were recorded with 15km of the proposed development. The closest being Lough Forbes Complex SAC and Ballykenny-Fisherstown Bog SPA.

A number of proposed Natural Heritage Areas (pNHAs) were also recorded with 15km of the proposed development. The closest of these is Lough Forbes Complex. Part of the proposed route will pass within this Natural Heritage Area.

Given the proximity of Lough Forbes Complex SAC and Ballykenny-Fisherstown Bog SPA to the proposed works, these two Natura sites are therefore considered further in this report.

No direct risks to the conservation objectives of any of the other sites listed in table 1 are considered likely due one or more of the following:

- Lack of connectivity between the proposed development and the designated area.
- Significant buffer between the proposed works area and the designated area
- No impact or change to the management of the designated area or;

- No change to chemical or physiological condition of the designated site as a result of the proposed development.

Given the above, these sites are therefore not considered further in this screening assessment.

**Table 4: Lough Forbes Complex & Ballykenny-Fisherstown Bog SPA Qualifying interests/Special Conservation Interests**

SITE	CODE	DISTANCE TO DESIGNATED SITE	SCREENING CRITERIA
Lough Forbes Complex SAC	001818	Part of proposed route is within SAC	Potential Impacts Identified
<b>HABITAT TYPES (*DENOTES A PRIORITY HABITAT)</b>			<b>Habitat (Natura)</b>
Natural eutrophic lakes with Magnopotamion or Hydrocharition - type vegetation			3150
Active raised bogs*			7110
Degraded raised bogs still capable of natural regeneration			7120
Rhynchosporion Vegetation			7150
Alluvial forests with <i>Alnus glutinosa</i> and <i>Fraxinus excelsior</i> ( <i>Alno-Padion</i> , <i>Alnion incanae</i> , <i>Salicion albae</i> )*			91E0

SITE	CODE	DISTANCE TO DESIGNATED SITE	SCREENING CRITERIA
Ballykenny-Fisherstown Bog SPA	004101	Part of proposed route is within SPA	Potential Impacts Identified
<b>SPECIAL CONSERVATION INTEREST Special</b>			<b>BIRD CODE</b>
<i>Anser albifrons flavirostris</i> Greenland White-fronted Goose			A395

A map showing all designated sites with 15km of the proposed development can be seen in Appendix A.

The potential of impacts to the Lough Forbes Complex SAC and Ballykenny-Fisherstown Bog SPA are discussed in more detail below. Potential for indirect impacts to the conservation objectives of all other sites listed in table 4 is considered unlikely due to one or more of the following:

- Lack of connectivity between the proposed development and the designated area.
- Significant buffer between the proposed works area and the designated area
- No impact or change to the management of the designated area or;
- No change to chemical or physical conditions of the designated site as a result of the proposed development.

#### 4.4 Field Surveys

Field work for this survey was carried out on the 2<sup>nd</sup> of November 2020. Habitats were identified and dominant plant species noted according to the guidelines given by the JNCC (2010) and Smith et al. (2011). Habitats were classified according to Fossitt (2000). The field survey was also used to identify potential sources and pathways for impacts to designated sites. The survey also aimed to assess whether any species for which any locally designated site have received their designation are to be found within this study area.

#### 4.5 Habitats Description

No rare, threatened or protected species of plants as per the Red Data Book (Curtis and McGough, 1988) or Red List (Wyse Jackson et al., 2016) were found. No species listed in the Flora Protection Order (2015) were found to occur within the study area.

#### 4.6 Overview of habitats and classification

An overview of the main habitats recorded within and surrounding the proposed trail survey area are provided here.





Most habitat types noted here are found outside the zone of influence of the works. Works for this trail development will primarily be carried out within the following habitats:

- Buildings and Other Artificial Surfaces BL3
- Cutover Bog PB4
- Scrub WS1

#### 4.6.1 Buildings and Other Artificial Surfaces BL3

This habitat type includes all buildings (domestic, agricultural, industrial and community) along with roads, and other sealed surfaces. With this study, this habitat type was mostly associated with roads, existing tracks and laneways. No significant (rare or threatened) floral species were recorded within this habitat type.

#### 4.6.2 Cutover bog (PB4)

Cutover bogs are areas of bog where part of or most of the original mass of peat has been removed through turf cutting or other forms of peat extraction. The areas of cutover recorded were confined to a very limited portion of the route to the west where the walk will loop around an area of former raised bog. Cutover bog often appears as a transitional habitat, or complex of habitats, that can include mosaics of bare peat but also several other habitat types. In this section, the fringes of this piece of cutover bog are being colonised by scrub species such as Gorse (*Ulex europaeus*) and 'pioneer' woodland species –predominantly Downy Birch (*Betula pubescens*). There was some Ling (*Calluna vulgaris*), a typical bogland species.

#### 4.6.3 Scrub (WS1)

Scrub may be defined as areas that are dominated by at least 50% cover of shrubs, stunted trees or brambles and the canopy height is generally less than 5 metres. Gorse and Bramble were noted as being the predominant species in much of the scrub areas bordering bogland. Trees in the scrub usually consisted of Willows (*Salix Spp.*), Downy Birch (*Betula pubescens*) and Hawthorn (*Crataegus monogyna*). Scrub was commonly found along the sides of the track

between the proposed route and areas of cutover bog but is also occurs on the edges of and along the rides of the coniferous plantations.

#### 4.6.4 Conifer Plantation (WD4)

Fossitt (2000) describes this category as areas that support dense stands of planted conifers where the broadleaved component is less than 25% and the overriding interest is commercial timber production. The conifer plantations encountered were characterised by even-aged stands of trees that are usually planted in regular rows running adjacent to the proposed route and in the surrounds. Plantations recorded were dominated by Sitka Spruce (*Picea sitchensis*), Species diversity was generally low and single species stands were most common.

#### 4.6.5 Hedgerows (WL1) and Treelines (WL2)

Hedgerows are linear strips of shrubs, often with occasional trees. Most hedgerows recorded during this survey were outside the boundary of the study areas e.g. along roadways or along the side of the proposed route. Hedgerows usually contained plants such as Hawthorn (*Crataegus monogyna*), Blackthorn (*Prunus spinosa*), Gorse (*Ulex europaeus*), Holly (*Ilex aquifolium*) and Bramble (*Rubus fruticosus* agg). Almost all of the fields crossed by the route were divided by hedgerows or treelines as detailed below.

Treelines were also common features in the same context as hedgerows discussed above. Treelines usually had the same characteristics as hedgerows but contained more mature trees. Treelines species included: Beech (*Fagus sylvatica*), Downy Birch (*Betula pubescens*), Horse Chestnut (*Aesculus hippocastanum*), Sycamore (*Acer pseudoplatanus*), Ash (*Fraxinus excelsior*) and Alder (*Alnus glutinosa*).

#### 4.6.6 Drainage ditches (FW4)

This category includes linear water bodies or wet channels that are entirely artificial in origin, and some sections of natural watercourses that have been excavated or modified to enhance drainage and control the flow of water. Drainage ditches either contained water (flowing or stagnant) or were wet enough to support wetland vegetation. Drainage ditches occur within



the agricultural lands crossed by the route with one substantial example of this habitat type occurring toward the east of the local road at Corry.

#### 4.6.7 Bog Woodland (WN7)

Bog woodland typically occurs on deep acid peat that is relatively well drained in the upper layers and is commonly associated with former turf cutting activity or drainage. It may also occur in areas of cutover bog where most of the peat has been removed. Bog woodland was recorded in extensive areas within the study area. Downy Birch (*Betula pubescens*) was the dominant species and Willows (*Salix spp.*) were also frequent. It should be noted that the proposed route will not pass through any of this habitat type.

#### 4.6.8 Wet grassland (GS4)

Some areas of wet grassland are found immediately adjacent the proposed route, particularly to the north of the existing track as it enters woodland and also to the south of the track at the west of the route. These were generally dominated by Rushes (*Juncus spp*) and Sedges (*Carex Spp*). Grasses are abundant and Yorkshire-fog (*Holcus lanatus*) and Creeping Bent (*Agrostis stolonifera*) were noted. It should be noted that the proposed route will not pass through any of this habitat type.

#### 4.7 Mammal Activity

A dedicated mammal survey could not be carried out. However, it was recorded that much of the habitat here would be unsuitable for the location of Badger (*Meles meles*) setts. It is noted from the Newtownforbes Biodiversity Plan by O'Connell (2020) that a badger sett is referred to toward the west of the proposed route.

The Camlin River and River Shannon would both have territories of Otters (*Lutra lutra*) and so this species would likely occur within 0.5km of the proposed route.

#### 4.8 Breeding Birds

No bird survey could be carried out given the constraints of the time of year. However, There is no doubt that the greater majority of the area through which the trail is to be routed is of high significance for both breeding and wintering birds. Ballykenny-Fishertown Bog SPA has records of a range of wetland wintering bird species. However, the Special Conservation Interest for this site – the Greenland White-fronted Goose (*Anser albifrons flavirostis*) has not been recorded utilising this site since winter 1990/1991.

#### 4.9 Bats

Dedicated surveys for sites suitable for bat roosts (e.g. buildings or large mature trees) were not carried out. However, likely roost sites were recorded if seen from the route. None of these were noted within the footprint of the trail route. Some trees capable of holding roosts were noted surrounding the route in adjacent agricultural lands. A derelict building is passed by the route but this will not be impacted upon by the proposed walkway project. Much suitable foraging area (e.g. wet/marginal grassland) for several bat species occurs over parts of the area surveyed.

## 4.10 Assessment of Impacts on Qualifying interests / Special Conservation Interests

HABITAT TYPES /SPECIAL CONSERVATION INTEREST	IMPACT PREDICTED (Y/N)	RATIONALE
Natural eutrophic lakes with Magnopotamion or Hydrocharition - type vegetation	N	This habitat type does not occur within proposed route
Active raised bogs*	N	Proposed route will not cross any active raised bog areas. No construction activities will impact on this habitat type.
Degraded raised bogs still capable of natural regeneration	N	Proposed route will not cross any active raised bog areas. No construction activities will impact on this habitat type.
Rhynchosporion Vegetation	N	This habitat type does not occur within proposed route
Alluvial forests with <i>Alnus glutinosa</i> and <i>Fraxinus excelsior</i> (Alno-Padion, Alnion <i>incanae</i> , <i>Salicion albae</i> )*	N	This habitat type does not occur within proposed route
<i>Anser albifrons flavirostris</i> Greenland White-fronted Goose	N	This SCI species is no longer recorded on the SPA. Last record of this species was in winter 1990/1991.

## 5 ARTICLE 6(3) SCREENING ASSESSMENT

This Screening assessment questionnaire (EC, 2001) is used to assess whether this project has the potential to impact upon Natura 2000 sites. The consideration criteria of potential for impacts on relevant Natura 2000 sites is detailed below.

### 5.1 Article 6(3) Assessment Criteria

#### 5.1.1 Description of the individual elements of the project likely to give rise to impacts on the Natura 2000 site.

It is not considered likely that the proposed development is likely to give rise to impacts to any Natura designated sites.

Minor risk of disturbance to protected species using the sites may exist during the construction operations for the trail through noise and light pollution but these would be temporary and no impacts are predicted on the Special Conservation Interest of the SPA.

#### 5.1.2 Description of any Likely Direct, Indirect or Secondary Impacts of the Project on the Natura 2000 Site.

Any likely direct, indirect or secondary impacts of the proposed development, both alone and in-combination with other plans or projects, on the SAC by virtue of the following criteria: size and scale, land take, distance from the Natura 2000 site or key feature thereof, resource requirements, emissions, excavation requirements, transportation requirements and duration of construction, operational and decommissioning phases of the works are detailed in the Table 5 below.



Table 5: Assessment of Likely Impacts

ASSESSMENT OF LIKELY IMPACTS	
<b>Size and scale</b>	<p>The proposed walk will extend only 5 no. linear kilometres and is proposed to be less than 3 metres wide. This includes c. 3.24km which will be routed on existing road, laneway or track.</p> <p>Therefore no significant impacts to any Natura designated sites owing to size or scale of the proposed works exist.</p>
<b>Land-take</b>	No land-take, other than a change in track surfacing will take place from the designated sites.
<b>Distance from the Natura 2000 site or key features of the site;</b>	C. 1.32km of the proposed route will be within Ballykenny-Fisherstown Bog SPA and Lough Forbes SAC.
<b>Resource requirements (water abstraction etc.);</b>	No materials for construction will be sourced from within any Natura 2000 sites. No water will be abstracted from the site during the construction or operation of the development. Therefore, there will be no impact on any Natura 2000 sites as a result of resource requirements.
<b>Emissions (disposal to land, water or air);</b>	No emissions are predicted as likely that will impact upon any Natura 2000 sites beyond those normally associated with any trail development projects.
<b>Excavation requirements;</b>	Some unsuitable material may have to be removed from route however no significant excavation requirements are predicted.
<b>Transportation requirements;</b>	Access to the proposed trail route can take place using pre-existing roads, and laneways and will thus not impact any Natura 2000 sites.
<b>Duration of construction, operation, decommissioning, etc.;</b>	Duration of operations not known at time of writing. It is likely that the construction period would be c.3 months. The operational phase of the trail would be indefinite.

<b>Timing of works</b>	Works shall be timed to minimise disturbance to native species. Track clearance in or near woodland or scrub areas should take place outside of the breeding season for birds. Works shall be carried out in dry conditions and not during/immediately after floods. Works shall not be permitted after dusk or before dawn to avoid impact upon crepuscular species.
<b>Cumulative or In-combination Impacts with other Projects and Plans</b>	A number of projects and plans are discussed in section 5.3 (below). It is considered that there will be no significant impacts arising from cumulative or in combination effects of these. There are no other projects or plans known to the authors that would, in-combination with the proposed works have significant impacts on any Natura 2000 site.

## 5.2 Description of any Likely Changes to the Natura 2000 Sites

Any likely changes to the Natura 2000 site are described in the table below with reference to the following criteria: reduction of habitat area, disturbance to key species, habitat or species fragmentation, reduction in species density, changes in key indicators of conservation value and climate change.

Table 6: Likely changes to the Nature 2000 site

<b>Likely Changes to the Natura 2000 Site</b>	
<b>Reduction of habitat area</b>	<p>No habitats identified within the proposed works area are qualifying interest species of the SAC.</p> <p>Any areas of intact raised bog or bog capable of restoration are outside the proposed route. Works are therefore extremely unlikely to have either direct or indirect impacts on these habitat typee. Therefore, risks of habitat reduction are considered negligible.</p>



<b>Disturbance to key species</b>	The Special Conservation Interest of Ballykenny Fishertown Bog Special Protection Area has not been recorded on this site since 1990/1991 (NPWS, 2012). It was confirmed with the local NPWS Conservation Ranger that this species no longer utilises this Special Protection Area. No disturbance to this species may therefore be predicted.
<b>Habitat or species fragmentation</b>	No impacts on any qualifying interest of Special Conservation Interest are predicted. Therefore there will be no impacts within any Natura 2000 sites with regard to habitat or species fragmentation.
<b>Reduction in species density</b>	No reduction in species density is considered likely within the SAC or SPA as a result of the proposed works. This is due to the lack of potential impacts as detailed above.
<b>Changes in key indicators of conservation value (water quality etc.);</b>	Habitat integrity is the most relevant of the key indicators of conservation value with regard to these Natura 2000 sites. No impacts on habitats within the Natura 2000 sites are predicted. The risk of any significant impacts on water quality within this site during the construction phase can be excluded due to nature of the works and absence of any such habitats.
<b>Climate change</b>	No effects to the sites as a result of or in combination with enhanced climate change are predicted as a result of the proposed development.

**5.2.1 Likelihood of Interference with the key relationships that define the structure and function of the Natura 2000 Site as a whole:**

It is considered that there will be no long-term residual impacts from the proposed works upon the key relationships that define the local Natural 2000 sites. Appropriate measures will be put in place during the works phase to prevent any possible impacts during construction. A Construction Environmental Management Plan will be implemented in order to adhere to best practice construction methods and prevent any impacts on adjacent habitats.

### 5.2.2 Indicators of Significance as a Result of the Identification of Effects

Indicators of significance as a result of the identification of effects as set out below in terms of loss, fragmentation, disruption, disturbance and changes to the key elements of site.

Table 7: Indicators of significance

Indicators of Significance	
<b>Loss</b>	There will be no loss of habitat within any Natura 2000 site as a result of the proposed works.  It is not anticipated that the loss of any species of conservation interest will occur as a result of the proposed works due to injury or mortality.
<b>Fragmentation</b>	No habitat fragmentation to any Natura 2000 site is predicted.
<b>Disruption</b>	No significant risk of disruption to any Natura 2000 sites are considered likely during this project.
<b>Disturbance</b>	No significant risk of disturbance to the qualifying interests of any Natura 2000 sites are considered likely during this project.
<b>Change to key elements of the site (e.g. water quality etc.)</b>	No long term changes to any key elements of any Natura 2000 site are predicted as a result of the proposed development.

### 5.2.3 Description of any Likely Significant Impacts or Indeterminate Impacts of the Project on the Natura 2000 Site

Based on a consideration of the likely impacts arising from the proposed works and a review of their significance in terms of the conservation interests on Ballykenny-Fisherstown Bog SPA and Lough Forbes SAC, no significant impacts have been identified as *likely* on the Natura 2000 sites as a result of the proposed development.



### 5.3 FINDINGS OF ARTICLE 6(3) SCREENING ASSESSMENT

**Name of project or plan:** Newtownforbes Bog Walk

**Name and location of Natura 2000 Site:** Proposed works are to take place across a 5km route of road, laneway, track and bogland.

**Description of project or plan:** A walking trail – the Newtownforbes Bog Walk, is proposed. It will follow some existing road and laneways as well as access track. Off road, this will be a 3m-wide trail that will be unbound (quarry dust finish).

The project will involve the clearance of vegetation in some areas but will generally improvement/upgrade of existing routeway. Also involved will be the installation of signage, seating areas and associated works.

**Is the project or plan directly connected with or necessary to the management of the site?:**

The project is not directly connected with or necessary to the management of any Natura 2000 sites.

**Are there no other projects or plans that together with the project or plan being assessed could affect any Natura designated sites?**

A number of other projects were reviewed via the Longford County Council Planning application finder<sup>1</sup>. The greater majority of recent or pending planning applications were of small, domestic or farm-scale projects.

A number of plans were also reviewed including the Longford County Development Plan (2015-2020) and Smarter Travel: a sustainable transport future, a new transport policy for Ireland (2009-2020). It is considered that the proposed Trail is in line with long-term

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<sup>1</sup><https://longfordcoco.maps.arcgis.com/apps/webappviewer/index.html?id=19502a11070f4f278d82912cc9a9d4>

environmental policies drawn up to avoid or negate environmental impacts. Therefore, no cumulative or in combination impacts arising from these plans is predicted.

No other plans of projects are known that in combination with this proposed project are likely to lead to impacts to any designated sites.

### 5.3.1 Assessment of Significance of Effects

**Describe how the project or plan (alone or in combination) is likely to affect the Natura 2000 site:**

The proposed project will not significantly affect any Natura 2000 sites.

**Explain why these effects are not considered significant:**

- Scale and duration of works are limited.
- No qualifying interest or Special Conservation Interests will be impacted upon.
- Nature of the proposed development.

**Direct impacts upon the Natura 2000 Sites:**

- None Predicted

**Indirect impacts upon the Natura 2000 Site:**

- None predicted

## 5.4 Data collected to carry out the assessment

The following sources of data were employed:

- Environmental Protection Agency Database
- NBDC database ([www.biodiversity.ie](http://www.biodiversity.ie))
- NPWS protected species database and online mapping
- Historical OSI Maps
- NPWS protected species database and online mapping.
- NPWS Site Synopsis and Conservation Objectives Ballykenny-Fisherstown Bog SPA and Lough Forbes SAC
- Longford County Council Planning Database



#### **Level of assessment completed**

- Desk Study
- Site visits and surveys in November 2020
- JNCC Phase 1 Habitat Assessment
- Fossitt Level III Habitat Recording

### **5.5 Overall Conclusions**

Impacts to the Ballykenny-Fisherstown Bog SPA and Lough Forbes SAC and or any other Natura 2000 designated sites as a result of the proposed trail construction are extremely unlikely. Disturbance to the Special Conservation Interest of the Special Protection Area may be ruled out as this species does not utilise this site. Impacts to the qualifying interests of Lough Forbes SAC are extremely unlikely as these habitat types do not occur within the proposed route. It is therefore concluded that a full Appropriate Assessment is not required.

## 6 References

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NPWS (2012) Site Synopsis: Ballykenny-Fisherstown Bog SPA (Site Code 004101)

NPWS (2013) Site Synopsis: Lough Forbes SAC (Site Code 001818, Rev 13)

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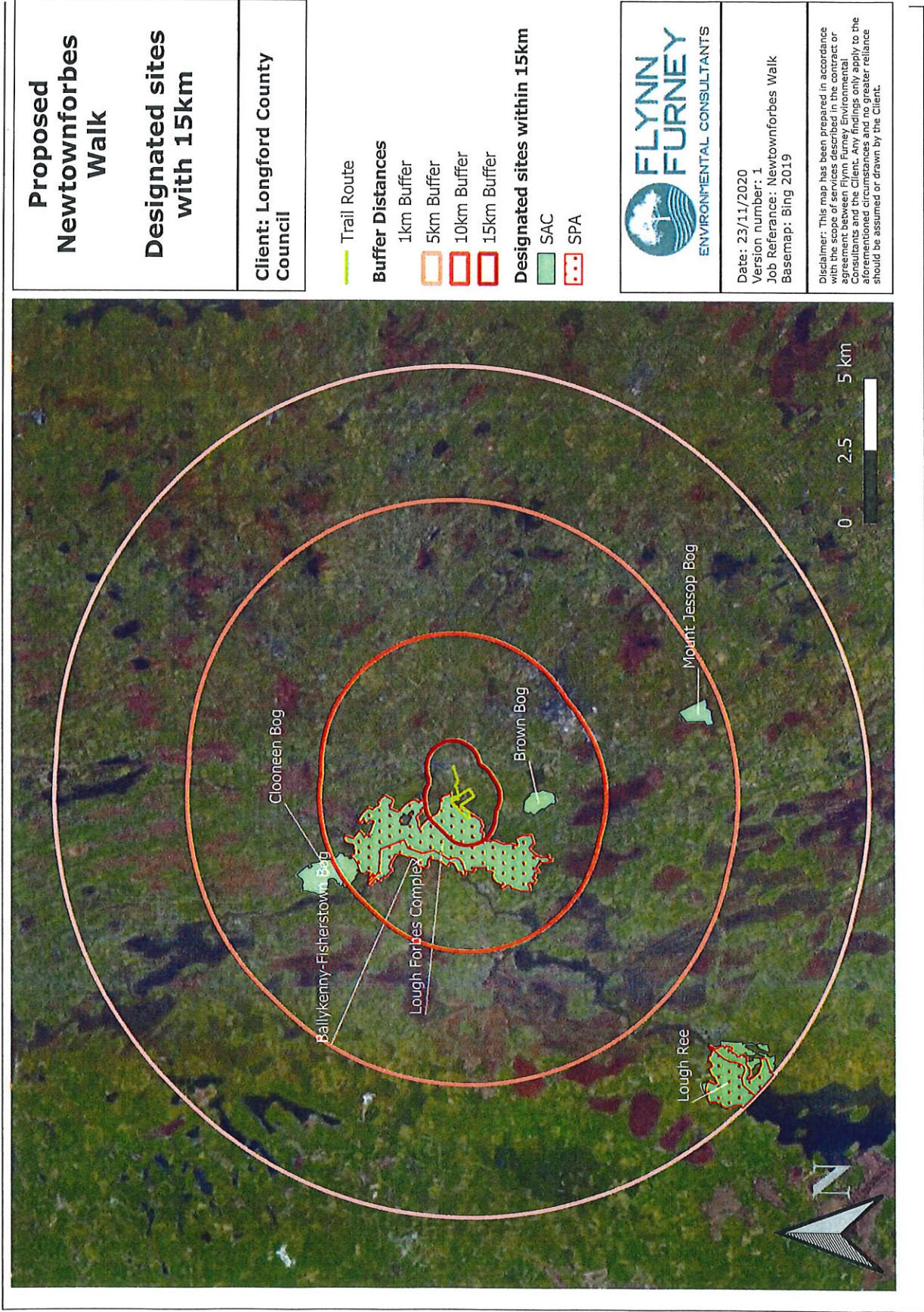
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Appendix A: Designated sites with 15km of the proposed Trail route

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# Proposed Newtownforbes Walk

## Designated sites with 15km

Client: Longford County Council

- Trail Route
- Buffer Distances
  - 1km Buffer
  - 5km Buffer
  - 10km Buffer
  - 15km Buffer

- Designated sites within 15km
  - SAC
  - SPA



Date: 23/11/2020  
Version number: 1  
Job Reference: Newtownforbes Walk  
Basemap: Bing 2019

Disclaimer: This map has been prepared in accordance with the terms and conditions of the agreement between Flynn Furney Environmental Consultants and the Client. Any findings only apply to the aforementioned circumstances and no greater reliance should be assumed or drawn by the Client.

## Appendix B: Some Photographs of Route

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 <p>Fig. 1 Existing Laneway</p>	 <p>Fig. 2 Derelict building on laneway</p>	 <p>Fig. 3 improved agricultural grassland</p>
 <p>Fig. 4 Treeline passed by route</p>	 <p>Fig. 5. Existing roadway</p>	 <p>Fig. 6. Woodland access track</p>



 <p>A photograph showing a dense thicket of Japanese knotweed plants. A red and white flag is visible in the foreground, marking a specific area of the treated vegetation.</p>	 <p>A photograph of a large, bushy plant with bright green, glossy leaves, identified as Cherry Laurel, growing on a pathside.</p>	 <p>A photograph of a bushy plant with green leaves and small yellow flowers, identified as a Rhododendron, growing on a pathside.</p>
<p>Fig. 7 Treated Japanese knotweed</p>	<p>Fig. 8 Cherry Laurel on pathside</p>	<p>Fig. 9. Rhododendron on pathside</p>
 <p>A photograph showing a bog margin area with several birch trees growing alongside a trail.</p>	 <p>A photograph showing a large area of damage to the trail surface, likely caused by a vehicle, with people standing nearby for scale.</p>	 <p>A photograph showing a section of the trail that is heavily eroded and in need of repair, with exposed soil and debris.</p>
<p>Fig. 10. Birch recolonising bog margin beside trail</p>	<p>Fig. 11 Damage to trail surface from vehicle</p>	<p>Fig. 12. Area of trail in need of repair.</p>

## **Landowner/Trail Developer**

### **Memorandum of Understanding (“MoU”)**

**For**

**Name of Trail: Cluain Geis Trail (“the Trail”)**

#### **1. Overview**

This MoU forms an agreement between Alfie Moorehead, owner of lands at Corry, Newtownforbes, County Longford (“**the Owner**”) and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail (“**the body responsible**”).

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.

- All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

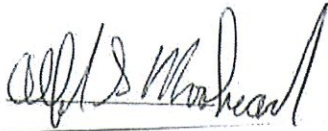
- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be pedestrian/cycling only.

#### 8. Timing

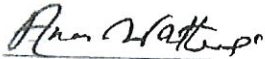
This agreement will commence when the MoU is signed by all parties ("the commencement date") and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

Signed:



Witness:



Date:

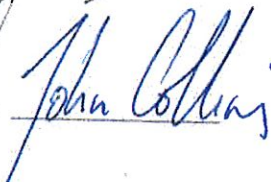
10/10/2020

#### On behalf of the body responsible

Signed:



Witness:



Date:

10/10/2020

## **Landowner/Trail Developer**

### **Memorandum of Understanding ("MoU")**

**For**

**Name of Trail: Cluain Geis Trail ("the Trail")**

#### **1. Overview**

This MoU forms an agreement between Barry McCann, owner of lands at Corry, Newtownforbes, County Longford ("**the Owner**") and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail ("**the body responsible**").

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.



#### 4. Maintenance

The body responsible will take responsibility for the ongoing monitoring, maintenance and upkeep of the Trail and it is accepted that the Owner does not have any responsibility for same.

#### 5. Promotion/ Publicity

- The Trail will be promoted online, on information signs at the start of the route of the Trail and directional markers along the Trail itself.
- All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be **pedestrian/cycling** only.

#### 8. Timing

This agreement will commence when the MoU is signed by all parties ("**the commencement date**") and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

Signed:

Barry M. Carr

Barry John M. Carr.

Witness:

RH Boodée

ROBERT HENRY Boodée

Date:

14/11/20.

#### On behalf of the body responsible

Signed:

John Collier

Witness:

John Collier

Date:

14/11/2020

## **Landowner/Trail Developer**

### **Memorandum of Understanding (“MoU”)**

#### **For**

**Name of Trail: Chuin Geis Trail (“the Trail”)**

#### **1. Overview**

This MoU forms an agreement between Dermot Manning, owner of lands at Corry, Newtownforbes, County Longford (“**the Owner**”) and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail (“**the body responsible**”).

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.

#### 4. Maintenance

The body responsible will take responsibility for the ongoing monitoring, maintenance and upkeep of Trail and it is accepted that the Owner does not have any responsibility for same.

#### 5. Promotion/ Publicity

- The Trail will be promoted online, on information signs at the start of the route of the Trail ; directional markers along the Trail itself.
- All publicity relating to the project in reports, media or press must include reference to the contribution all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be **pedestrian/cycling** only.

#### 8. Timing

This agreement will commence when the MoU is signed by all parties (“**the commencement date**”) and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

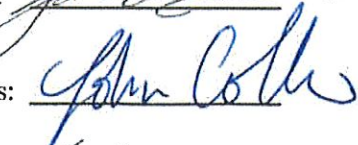
Signed: 

Witness: 

Date: 2-11-2020

#### On behalf of the body responsible

Signed: 

Witness: 

Date: 2/11/20

## **Landowner/Trail Developer**

### **Memorandum of Understanding (“MoU”)**

**For**

**Name of Trail: Cluain Geis Trail (“the Trail”)**

#### **1. Overview**

This MoU forms an agreement between John Mahon, owner of lands at Corry, Newtownforbes, County Longford (“**the Owner**”) and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail (“**the body responsible**”).

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.



- All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be pedestrian/cycling only.

#### 8. Timing

This agreement will commence when the MoU is signed by all parties ("the commencement date") and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

Signed:

*Joe McGarry,*

Witness:

*Mr. Andrew Walter*

Date:

*01/10/2020*

#### On behalf of the body responsible

Signed:

*John Collins*

Witness:

*John Collins*

Date:

*01/10/2020*

## **Landowner/Trail Developer**

### **Memorandum of Understanding ("MoU")**

**For**

**Name of Trail: Cluain Geis Trail ("the Trail")**

#### **1. Overview**

This MoU forms an agreement between John McGowan, owner of lands at Killeen, Newtownforbes, County Longford ("**the Owner**") and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail ("**the body responsible**").

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.

#### 4. Maintenance

The body responsible will take responsibility for the ongoing monitoring, maintenance and upkeep of the Trail and it is accepted that the Owner does not have any responsibility for same.

#### 5. Promotion/ Publicity

- The Trail will be promoted online, on information signs at the start of the route of the Trail and directional markers along the Trail itself.
- All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

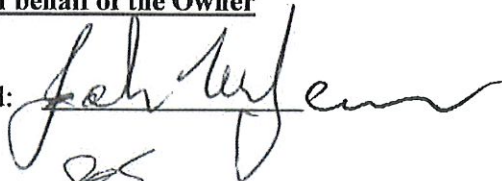
- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be **pedestrian/cycling** only.

#### 8. Timing

This agreement will commence when the MoU is signed by all parties (“**the commencement date**”) and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

Signed:



Witness:



Date:

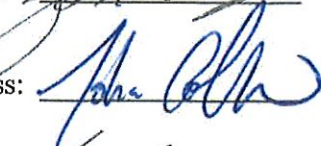
11/10/2020

#### On behalf of the body responsible

Signed:



Witness:



Date:

11/10/2020

## **Landowner/Trail Developer**

### **Memorandum of Understanding ("MoU")**

**For**

**Name of Trail: Cluain Geis Trail ("the Trail")**

#### **1. Overview**

This MoU forms an agreement between Michael Nolan, owner of lands at Killeen, Newtownforbes, County Longford ("the Owner") and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail ("the body responsible").

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.

#### **4. Maintenance**

The body responsible will take responsibility for the ongoing monitoring, maintenance and upkeep of the Trail and it is accepted that the Owner does not have any responsibility for same.

#### **5. Promotion/ Publicity**

- The Trail will be promoted online, on information signs at the start of the route of the Trail and directional markers along the Trail itself.



▪ All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

## 6. Funding

▪ The body responsible body will arrange funding for the development and upkeep of the Trail.

## 7. Constraints

▪ All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.

▪ The usage of the route will be **pedestrian/cycling** only.

## 8. Timing

This agreement will commence when the MoU is signed by all parties (“**the commencement date**”) and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

### By/On behalf of the Owner

Signed:

Michael Nola

Witness:

Hein Madden

Date: 15.9.20

### On behalf of the body responsible

Signed:

John Egan

Witness:

John Collins

Date: 15/9/2020

## **Landowner/Trail Developer**

### **Memorandum of Understanding ("MoU")**

**For**

**Name of Trail: Cluain Geis Trail ("the Trail")**

#### **1. Overview**

This MoU forms an agreement between Richard Gregg, owner of lands at Corry, Newtownforbes, County Longford ("**the Owner**") and Newtownforbes Tidy Towns Association, Newtownforbes, Co Longford, the body responsible for the Trail ("**the body responsible**").

This agreement covers the ownership, access arrangements, responsibilities, insurance and funding of the Trail, developed in co-operation with the Owner.

The route will offer access to the public, based on good recreational and environmental practice and reflects the varied interests and concerns of:

- The Owner
- Statutory and non-statutory partners
- Users and the local community

#### **2. Landownership**

The Owner gives permission for members of the public to access the Trail along the route shown on the map attached hereto subject to the conditions outlined in this MoU.

It is understood that persons who use the Trail do so due to the kindness of the Owner and no matter how often they enter the Trail, or in what numbers, they do not do so as of right. No amount of expenditure by the partners or private individuals on the Trail will alter this position. As evidence of the permissive nature all promotional/informational material will carry wording to that effect, and the Trail will be closed for one day every year. This closure will be undertaken by the Owner on a specific and agreed day.

The Owner agrees to grant this permission for a minimum period of twenty five years, at which point a revised MoU will be considered. The Owner reserves the right to withdraw permission for the Trail on giving five years notice to the body responsible. Such intent to withdraw permission should be notified to the body responsible in writing.

#### **3. Public Liability Insurance**

- Following the completion of the development work on the Trail, Public Liability insurance cover will be offered to indemnify the Owner, subject to Sport Ireland approval.
- The Trail will not open until written confirmation of this Liability Insurance for the Trail has been obtained.
- The body responsible will maintain a register of the landowners along the route of the Trail for insurance purposes. If there is a change in ownership, the registered landowner should notify the body responsible.

#### 4. Maintenance

The body responsible will take responsibility for the ongoing monitoring, maintenance and upkeep of the Trail and it is accepted that the Owner does not have any responsibility for same.

#### 5. Promotion/ Publicity

- The Trail will be promoted online, on information signs at the start of the route of the Trail and directional markers along the Trail itself.
- All publicity relating to the project in reports, media or press must include reference to the contribution of all partners.

#### 6. Funding

- The body responsible body will arrange funding for the development and upkeep of the Trail.

#### 7. Constraints

- All work on the route of the Trail will be undertaken in a manner which is sensitive to the environment using local or indigenous material wherever possible.
- The usage of the route will be **pedestrian/cycling** only.

#### 8. Timing

This agreement will commence when the MoU is signed by all parties (“**the commencement date**”) and will continue for a minimum of twenty five years from the commencement date at which time the agreement may be extended through the agreement of all parties.

#### By/On behalf of the Owner

Signed: Richard Geary

Witness: [Signature]

Date: 10/04/2020

#### On behalf of the body responsible

Signed: [Signature]

Witness: [Signature]

Date: 10/4/2020





