
SCHEDULE 13

List of Agreements with Third Parties

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Agreement between Córas Iompair Éireann/ Iarnród Éireann-Irish Rail and Transport Infrastructure Ireland

The following Scheduled Agreement has been reached between CIÉ/Iarnród Éireann-Irish Rail (“CIÉ/IE”) of the first part and Transport Infrastructure Ireland (“TII”) of the second part (“the parties”) in relation to the aforesaid application for a Railway Order:

1. The parties agree that if An Bord Pleanála (“the Board”) is of the view that it would be appropriate to grant the railway order, this Scheduled Agreement shall, subject to the Board's discretion, be included as an agreement to the 13th schedule of the draft Railway Order (or such other or alternatively numbered Schedule as the Board may decide) and, where required, part of the provisions of this Agreement may be included as (a) conditions in the Eleventh Schedule of the draft Railway Order (or such other or alternatively numbered Schedule as the board may decide).

CIÉ/Iarnród Éireann-Irish Rail agree to the following schedule of commitments for the protection of the natural road and light rail network to form part of the proposed Railway Order.

Proposed Railway Order conditions for the protection of the national road network

2. Development shall be undertaken in accordance with TII Publications. Prior to commencement of development, plans and details of works on, or in the vicinity of the national road network required under TII Publications shall be submitted for the written agreement of planning authority in consultation with TII.
3. Prior to commencement of development in the vicinity of the National Road Network, the Construction Environmental Management Plan (CEMP) shall be submitted for the written agreement of the planning authority subject to the written agreement of TII The CEMP will reflect mitigation and monitoring for the national road network.

4. Prior to commencement of development in the vicinity of One National Road Network, the Construction Traffic Management Plan including access to services, shall be submitted for the written agreement of the planning authority subject to the written agreement of TII. The Construction Traffic Management Plan shall:
 - (a) Demonstrate consultation with the Motorway Maintenance and Renewals Contract Network A and M3 PPP Contractors, via TII and the relevant road authorities,
 - (b) Include detailed information on traffic management, including signage (static and VMS) to ensure the strategic function of the national road network is protected.

Proposed Railway Order conditions for the protection of the light rail network (Luas)

1. Overhead Conductor System (OCS) poles are located on/or adjacent to the proposed scheme. Prior to commencement of development in the vicinity of the light rail network (Luas), the following plans and details shall be submitted for the written agreement of TII:
 - (i) OCS pole protection and safety distances, and/or
 - (ii) Existing, temporary, and subsequent permanent fixings.

CIÉ/Iarnród Éireann-Irish Rail shall be liable for all costs associated with the removal and reinstatement of the Luas related infrastructure.
2. Prior to commencement of development in the vicinity of the light rail network (Luas), the Construction Environmental Management Plan (CEMP) shall be submitted for the written agreement of the planning authority subject to the written agreement of TII. The CEMP will contain a method statement to resolve all Luas interface issues that shall:
 - (i) Identify all Luas alignment interfaces,

- (ii) Contain a risk assessment for works associated with the interfaces, including all electrification fault scenarios, and
- (iii) Contain mitigation measures for unacceptably high risks, including electromagnetic interference (EMI) and vibration and settlement monitoring regime if necessary.

The method statement shall be in accordance with Transport Infrastructure Ireland's "Code of engineering practice for works on, near, or adjacent the Luas light rail system."

3. All works associated with removal, temporary and final installation of Luas infrastructure are to be undertaken outside of Luas operational hours, under system shutdown and Overhead Conductor System isolation with prior agreement with TII and the Luas Operator as required.
4. Prior to commencement of development in the vicinity of the light rail network (Luas), the Construction Traffic Management Plan including access to services, shall be submitted for the written agreement of the planning authority subject to the written agreement of TII. The Construction Traffic Management Plan shall include identification of mitigation measures to protect operational Luas infrastructure. The Luas operator/ Transport Infrastructure Ireland will require 24hr access to Luas infrastructure and CIÉ/Iarnród Éireann-Irish Rail will enter into an access and maintenance agreement with TII.
5. If necessary, CIÉ/Iarnród Éireann-Irish Rail will apply for a works permit from the Luas Operator by virtue of the Light Railway (Regulation of Works) Bye-laws 2004 (Statutory Instruments number 101 of 2004) which regulates works occurring close to the Luas infrastructure in accordance with Transport Infrastructure Ireland's "Code of engineering practice for works on, near, or adjacent the Luas light rail system". CIÉ/ Iarnród Éireann-Irish Rail shall be liable for all of Transport Infrastructure Ireland's costs associated with the removal and reinstatement of Luas related building fixings and infrastructure.

Agreement between Córas Iompair Éireann/ Iarnród Éireann-Irish Rail and Sean Malone as personal representative of the late John Malone and Grainne Malone.

The following Scheduled Agreement has been reached between Córas Iompair Éireann/Iarnród Éireann-Irish Rail (“CIÉ/IÉ”) of the first part and Seán Malone as personal representative of the late John Malone and Gráinne Malone of the second part (“the parties”) in relation to the aforesaid application for a Railway Order:

1. Seán Malone as personal representative of the late John Malone and Gráinne Malone withdrew the objection of the late John Malone and Gráinne Malone dated 25th October 2022 (LDG-058575-22 An Bord Pleanála date stamp 27th October 2022) to the application of CIÉ/IÉ for the DART+ West Electrified Heavy Railway Order [] (“the Railway Order”) and support the granting of the Railway Order.
2. The parties agree that if An Bord Pleanála (“the Board”) is of the view that it would be appropriate to grant the Railway Order pursuant to the provisions of section 43 of the Transport (Railway Infrastructure) Act 2001 (as amended and substituted) (“the 2001 Act”), this Scheduled Agreement shall, subject to the decision of the Board under section 43(2) of the 2001 Act, be included as an Agreement to the Thirteenth Schedule of the draft Railway Order (or such other or alternatively numbered Schedule as the Board may decide) and, where required, part of the provisions of this Agreement may be included as (a) condition(s) in the Eleventh Schedule of the draft Railway Order (or such other or alternatively numbered Schedule as the Board may decide).
3. This Scheduled Agreement is strictly without prejudice to the rights of Seán Malone as personal representative of the late John Malone and Gráinne Malone, their respective heirs and successors, to claim compensation arising from the compulsory acquisition of their interests in the property at Station House located at Ashtown, Dublin 15 (“the Property”)

including pursuant to the provisions of section 45 of the 2001 Act and the coming into operation of the DART+ West Electrified Heavy Railway Order [] pursuant to the 2001 Act and consequent upon the service of a Notice to Treat.

4. It is intended that the works authorised by the Railway Order (“the Works”) will include *inter alia* the closure of the existing level crossing. Following the implementation of the Works, pedestrian, and vehicular access from the public road to the Property shall be maintained. The works to facilitate such access are set out in the drawings appended to this Agreement at **Appendix 1**.
5. The Boundary wall between the railway and the Property shall be maintained and a discreet railing shall be constructed by CIÉ/IÉ on of the railway side of the wall over one third of the portion of the wall closest to the existing level crossing. The entrance gate will be replaced as part of the Works with one matching the design of the proposed railing. The railing will be detailed so as to avoid impact on daylight at Station House. The details of the proposed boundary wall and the railing are set out in the drawing appended to this Agreement at **Appendix 1**. CIÉ/IÉ will liaise with Seán Malone and Gráinne Malone on the final details of the proposed railing.
6. The proposed pedestrian cycle bridge at Ashtown Station will be designed with low level lighting incorporated into handrails rather than discrete lighting columns to mitigate light spill to Station house.
7. Overhead electrical line support structures in proximity to Station House will be of a cantilever type with posts and foundations located south of the railway. Individual posts will be located as remote from the house on the Property as is practicable, consistent with the overhead electrical system to be implemented as part of the Works.

8. Permanent vehicular access will be maintained to Station House. CIÉ/IÉ agree to implement the following measures to mitigate the risk of parked vehicles obstructing access to Property:
 - (i) the urban landscaping fronting the Property will implement a pallet in respect of paving which will be designed to discourage parking;
 - (ii) measures will be used to further discourage inappropriate parking;
 - (iii) A dropped kerb detail will be provided on the southern edge of the proposed roundabout to clarify the non-vehicular character of the access. This will incorporate a dropped kerb;
 - (iv) targeted signage will be implemented in the design prevent parking.

Indicative details of the proposed arrangement are set out in the drawing appended to this Agreement at **Appendix 1**. The details will be subject to further development as part of the detailed design. CIÉ/IÉ will liaise with Seán Malone and Gráinne Malone on the final design detail.

9. The contractors appointed by CIÉ/IÉ (“the Contractors”) shall implement a Dust Mitigation Plan (“the plan”). The plan will require the contractors to undertake daily inspection, of the Malone property, to monitor dust, record inspection results, and make the log available to Seán Malone and Gráinne Malone when asked. This should include regular dust soiling checks of surfaces such as boundary walls, cars and windowsills, with cleaning to be provided if necessary. It will provide for increased frequency of site inspections by the person accountable for air quality and dust issues on site when activities with a high potential to produce dust are being carried out and during prolonged dry or windy conditions.

10. Gráinne Malone shall have the option of availing of reasonable appropriate alternative accommodation, to be provided at the expense of CIÉ/IÉ, for such time as the Works and/or any associated compounds are in operation within 100m of the property, including costs of furniture removals, transport costs, travel costs etc.
11. In the event that Gráinne Malone decides to avail of alternative accommodation, then for any such period:
 - (i) CIÉ/IÉ and the Contractors will have the right to limit access to the Property;
 - (ii) Seán Malone and Gráinne Malone will give 24 hours notice to the Contractors should they wish to access the Property;
 - (iii) the Contractors shall use their best endeavours to facilitate such access by Seán Malone and Gráinne Malone; and
 - (iv) In emergency circumstances, the Contractors will be required to afford access to the Property without the need for prior notice.
12. In the event that Gráinne Malone decides not to avail of alternative accommodation, then for any such period:
 - (i) CIÉ/IÉ and the Contractors will be required to maintain access to the Property at all times except for short periods (less than 1 week) where vehicular access may be restricted with prior notification, 4 weeks in advance of the associated Works; and
 - (ii) where vehicular access is blocked, alternative secure parking will be made available by the Contractors at a Construction Compound within 200m of Station House.
13. The Contractors shall, before the commencement of any of the Works within 50 metres of the Property, conduct a detailed structural survey and assessment of the Property and shall prepare a report detailing the findings. A further condition survey

will be carried out post construction. A copy of the reports will be provided to Seán Malone as personal representative of the late John Malone and Gráinne Malone and to Julian Keenan, Director of Trafficwise Limited.

14. The Contractors shall monitor the condition of the Property during the Works. During any period when works are carried out within 50 metres of the property then the Property will be inspected on a weekly basis.

15. CIÉ/IÉ agree to impose the following constraints on the Contractors in respect of vibrations at the Property:
 - (i) The proposed construction works will be carried out in compliance with the recommendations in BS5228-Prt 2:2009 +A1:2014: Code of practice for noise and vibration control on construction and open sites;
 - (ii) The maximum peak particle velocities due to intermittent vibrations at the Property will be limited to 4 millimetres per second for frequencies less than 10 hertz and 10 millimetres per second for frequencies between 50 and 100 hertz;
 - (iii) For continuous vibrations the equivalent limits will be 2.0 millimetres per second and 5.0 millimetres per second respectively; and
 - (iv) The Contractor will be required to monitor vibrations before and during construction activity to ensure compliance with the requirements of the construction contract with CIÉ/IÉ.