

\* Mr Bailey

Submitted - 5<sup>th</sup> Oct 23

5:45

applicant

Louise Aherne

**From:** Rita Monaghan <Rita.Monaghan@cie.ie>  
**Sent:** 05 October 2023 11:14  
**To:** Louise Aherne  
**Subject:** FW: DART + West Electrified Heavy Railway Order- Oral Hearing- For the attention of Mr. Kevin Moore

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----- Forwarded message -----

**From:** GO'M [REDACTED]  
**Date:** Wed, Oct 4, 2023 at 11:59 PM  
**Subject:** DART + West Electrified Heavy Railway Order- Oral Hearing- For the attention of Mr. Kevin Moore  
**To:** <[oralhearing@pleanala.ie](mailto:oralhearing@pleanala.ie)>, Sean Malone [REDACTED]  
[REDACTED]

Dear Mr. Moore,

Sean Malone as personal representative of the late John Malone and Grainne Malone withdraw the objection of the late John Malone and Grainne Malone dated 25th October 2022, to the application of CIE/IE for the DART + West Electrified Heavy Railway Order - Dublin City to Maynooth and M3 Parkway County Dublin, County Meath, County Kildare.

We have reached a Scheduled Agreement between CIE/Iarnrod Eireann-Irish Rail (CIE/IE) and Sean Malone as personal representative of the late John Malone and Grainne Malone, in relation to the application for a Railway Order. A copy of this Scheduled Agreement will be made available to you as required.

Many thanks.

Kind Regards,  
Sean and Grainne Malone

--  
Gráinne Malone MSc BSc (Hons) MMI JEB Dip

31 4 2 3 2 - 2 2

**An Bord Pleanála Oral Hearing**

**In the matter of an application for a Railway Order pursuant to the Transport (Railway Infrastructure) Act 2001 (as amended and substituted) ("the 2001 Act")  
Córas Iompair Éireann / Iarnród Éireann**

**DART+ West Electrified Heavy Railway Order [    ]**

**Agreement between:**

**Córas Iompair Éireann (CIÉ)  
Iarnród Éireann/Irish Rail**

**First Party**

**-and-**

**Seán Malone as personal representative of the late John Malone and Gráinne Malone**

**Second Parties**

**SCHEDULED AGREEMENT**

The following Scheduled Agreement has been reached between CIÉ/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 withdraw the objection of the late John Malone and Gráinne Malone dated 25<sup>th</sup> October 2022 (05857S-22 An Bord Pleanála date stamp 27<sup>th</sup> 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 discrete 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 the 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 window sills, 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.

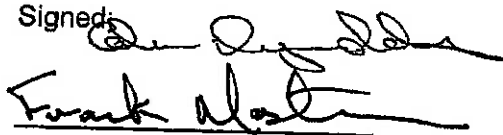
13. The Contractors shall, before the commencement of any of the Works within 50 metres of the Property, conduct a detailed structural survey and assessment of the Property and shall prepare a report detailing the findings. A further condition survey will be carried out post construction. A copy of the 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 50m 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 4mm/s for frequencies less than 10hz and 10mm/s for frequencies between 50 and 100hz;
- (iii) for continuous vibrations the equivalent limits will be 2.0mm/s and 5.0mm/s 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/IE.

Signed:



Córas Iompair Éireann (CIÉ)

Iarnród Éireann-Irish Rail

Date: <sup>nm</sup> ~~14~~ <sup>15</sup> October 2023

Witnessed by: <sup>nm</sup> Níla Monaghan

Date: <sup>nm</sup> ~~14~~ <sup>15</sup> October 2023  
CIÉ Solutions

Signed:



Séan Malone as personal representative of the late John Malone

Date: 04/10/23.

Witnessed By: Marie Campbell 4<sup>th</sup> Oct 2023

Signed:

Gráinne Malone

Gráinne Malone

Date: 04<sup>th</sup> October 2023

Witnessed By:

Marie Campbell 4<sup>th</sup> Oct 2023

## **Appendix 1**

**Drawing MAY-ROD-HRW-LC01-DR-C-SK017**



NOTED

2. ALL LEVELS ARE IN METERS ABOVE NATIONAL GRIDANCE DATUM. ALL LEVELS ARE IN METERS ABOVE NATIONAL GRIDANCE DATUM.

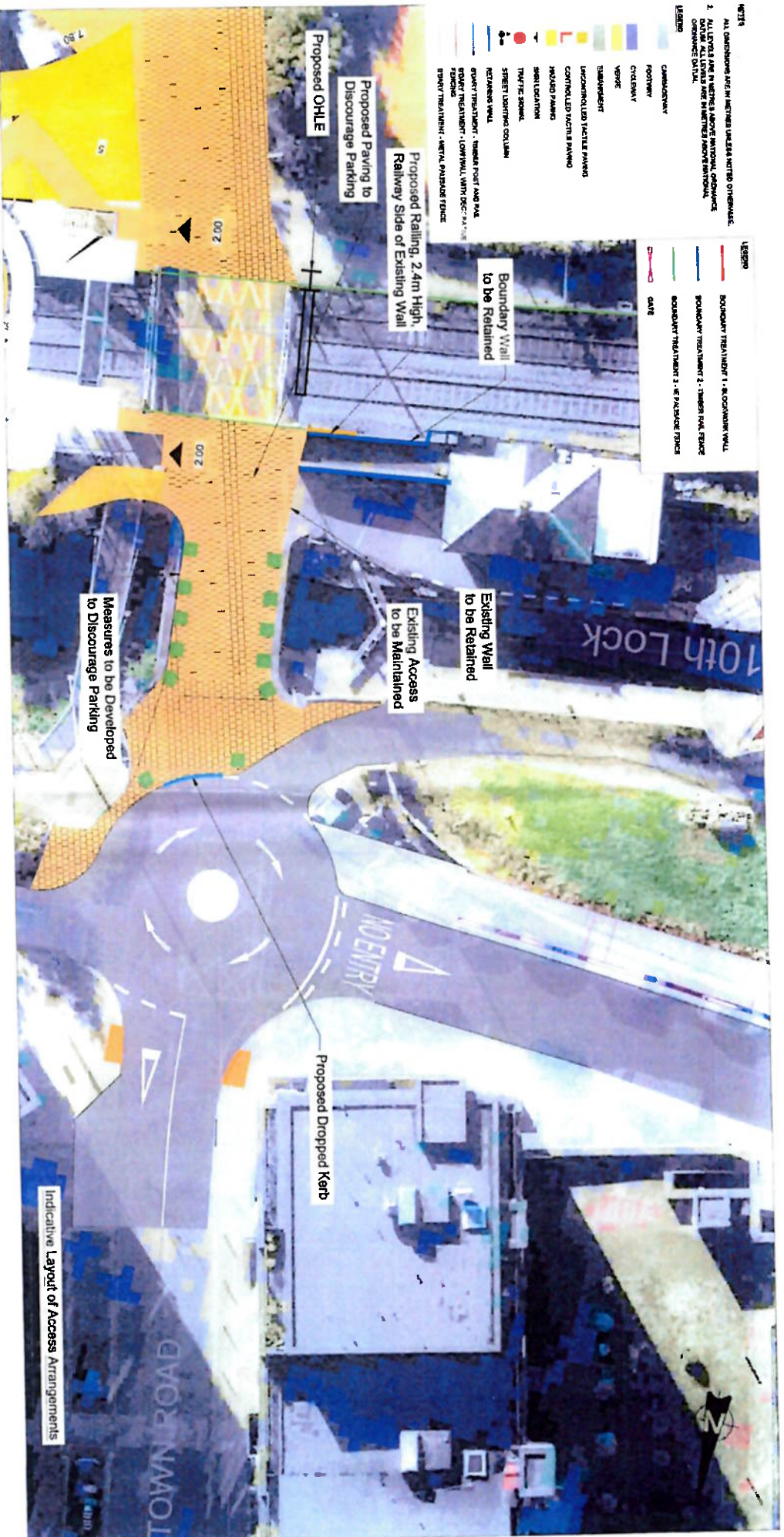
**STANDARD**

- CONCRETE WALL  
 FOOTING  
 CRACKING  
 VIBRATION  
 EMBLEMMENT  
 UNCONTROLLED FACILE PAVING  
 CONTROLLED FACILE PAVING  
 POLYMER PAVING  
 SEAL COATING  
 TRAFFIC SIGNAL  
 STREET LIGHTING COLUMN  
 RETAINMENT WALL  
 GROUT TREATMENT - RETAINMENT PILE AND PILE  
 GROUT TREATMENT - LOW WALL WITH DEEP PILE  
 PILING  
 BRIDGE TREATMENT - METAL PAVEMENT JOINTS

**MONITORING TREATMENT 1. IN OCCASIONAL WALL**

- BOUNDARY TREATMENT 3 - 6E PALMACE FENCE

**Call**



### Existing research on the Internet

## Abstract

U.S. - 6 - 1111

ROADWORKS DESIGN - LLC 1. ASHLEIGH

7

Drawing Number	Project	Originator	Director	Location	Phase
1000	1000	1000	1000	1000	1000

1296 @ A11 300 @ A2  
MAY MDC HRW LC01 BR C SK017 C

Year	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

0	3 179 4 75	12.5	April 2022	2010-2019	11 - April 2020 to Present	40%
0	3 179 4 75	12.5	April 2022	2010-2019	11 - April 2020 to Present	40%

via Monaghan  
C/E Schwartz  
4/10/23

Graeme Malone,  
04 October  
Graeme  
04/10/23.