

**ELEVENTH SCHEDULE**

**Article 5(1)**

**UNDERSTANDINGS REACHED AT THE ORAL HEARING**

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#### Agreements reached between Railway Procurement Agency and South Dublin County Council

| Reference No. | Agreement Reached (agreed position)  |
|---------------|--|
| 1             | <p>RPA is agreeable to boundary treatment specifications requested by SDCC as follows:</p> <ul style="list-style-type: none"> <li>• A 2.4 metre high dwarf wall and railings on the south side of Cookstown Road from Cookstown Way to the point intersected by the fence line perpendicular to house number 33 Belgard Green</li> <li>• A 2.4 metre high solid wall imprinted on both sides shall be erected west of house number 33 Belgard Green and north of the Horse Project</li> <li>• A stub wall / railing to the north of Fettercairn Community Centre</li> <li>• A parkland rail west of the Fettercairn Community Centre to the Outer Ring Road Phase 3.</li> </ul> <p>SDCC is agreeable to the works being carried out by the RPA</p> |
| 2             | <p>RPA agrees to submit full details of location, design and materials of boundary treatment to replace the existing fence to the rear of the houses adjacent to the LUAS alignment at Brookview at rear garden level and to agree these details in writing with the Planning Authority prior to commencement of development on site. This boundary treatment will be a 2.4 m high wall with pointed block finish to garden side and render finish to tramway side. The cost of these boundary treatments shall be provided by the RPA.</p>  |
| 3.            | <p>RPA agrees to submit drawings including sections and samples for the written agreement of the Planning Authority of all:</p> <ul style="list-style-type: none"> <li>• Pavement finishes</li> <li>• Boundary treatments</li> <li>• Lighting/seating</li> <li>• Notice boards</li> <li>• Bollards</li> <li>• Kiosks</li> <li>• Technical cubicles</li> <li>• Pedestrian access</li> <li>• Footpath access</li> </ul>  |

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|               | <ul style="list-style-type: none"> <li>• CCTV etc.</li> </ul> <p>to be provided at the proposed stops and the Park and Ride facility on the understanding that the works to be provided will be to a standard equivalent to the works on the existing Red Line.</p>  |
| 4.            | <p>RPA confirms that at passenger service commencement of Line A1, a minimum service of 10 trams per hour in the peak periods will be provided to the Tallaght terminus and that in acknowledging that Tallaght Town Centre remains the county town, services to the Tallaght terminus will be prioritised over those to the Citywest spur.</p> <p>RPA does not agree that the LUAS service pattern should be fixed by the Railway Order as it must retain the flexibility to respond to changes in development and passenger numbers.</p> <p>RPA and SDCC agree that the Red Line and the Citywest Spur services will be reviewed on a periodic basis and at a minimum, annually.</p> |
| 5.            | <p>RPA's position is that the Delta junction is preserved by way of the vertical design of the spur and that "future-proofing" works will be installed in terms of ducting etc. within the confines of the existing Red Line and Line A1 property.</p> <p>RPA requires SDCC to preserve the alignment required for the Delta as a condition of planning on any future development of the area.</p>   |
| 6.            | <p>RPA agrees that the proposed LUAS electricity substation at Saggart stop will be designed so as to enable the structure to be incorporated into any future development at this location, subject to no additional cost being borne by RPA over and above that of the existing design proposal.</p>  |
| 7.            | <p>The Railway Procurement Agency agrees to submit drawings for the written agreement of South Dublin County Council showing the alignment of the proposed LUAS line from the Horse Project at Fettercairn to the Outer Ring Road.</p>   |
| 8.            | <p>RPA's position (regarding Outer Ring Road and LUAS Line 1 junction) is that this is an existing contractual issue between SDCC and a third party in which RPA has no involvement.</p> <p>South Dublin County Council will accept the costs associated with these current works.</p>   |
| 9.            | <p>RPA agrees that the full costs of the following shall be borne by RPA</p> <ol style="list-style-type: none"> <li>1. A signalised junction at the entrance to Carrigmore Estate, off Fortunestown Lane.</li> <li>2. RPA shall provide and agree in good time the details of proposed</li> </ol>  |



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|               | crossing points on new roads e.g. at Cookstown, Fettercairn etc. RPA to pay full costs in providing track slab at road crossings. RPA shall coordinate its vertical alignment with the road design at all existing and proposed crossing points.  |
| 10.           | Should SDCC not be in a position to upgrade the Cookstown Road/Cookstown Way junction as per the Part VIII approved Embankment Road Extension scheme prior to the construction of LUAS Line A1, then RPA will undertake to carry out the junction reconfiguration as per the Railway Order design at it's own cost subject to the written agreement of the details with South Dublin County Council's Road Department.  |
| 11.           | RPA agrees to provide a 4-arm roundabout at the entrance to the Park and Ride facility, whilst ensuring proper sight lines in the vicinity of the proposed LUAS substation.   |
| 12.           | <p>The requirement to construct the Citywest Link Road is included in the Council's proposed Embankment Road Extension scheme that has already received Part VIII approval.</p> <p>RPA agrees to the Council's requirement for RPA to construct the Citywest Link Road westwards to Citywest Avenue.</p>  |
| 13.           | <p>Prior to LUAS Line A1 becoming operational RPA agrees to carry out only those additional works necessary to bring Citywest Avenue to a "taking in charge" standard.</p> <p>It is agreed that RPA will construct the Citywest link road from the Outer Ring Road junction with Embankment Road to the existing Citywest Avenue. The details of this will be provided for the written agreement of the Planning Authority. The cost of these roadworks will be borne by the RPA.</p> |
| 14.           | RPA agrees to provide for the footpath along the north side of Fortunestown Lane. RPA shall ensure that the swept path of the LUAS does not encroach on this footpath. An adequate barrier shall be provided between the footpath and the tramline and shall be agreed in writing with the Planning Authority prior to the vertical alignment of the lane and not the LUAS line.  |
| 14.1          | RPA agrees to submit for the written agreement of the Planning Authority full details including a Traffic Impact Assessment of the upgrade for the crossing of the junction at Fortunestown lane (junction west of Carrigcourt).  |
| 15.           | RPA agrees that details of screening required by a Road Safety Audit between the LUAS and the carriageway where the LUAS meets Fortunestown Lane shall be submitted for the written agreement of the Planning Authority prior to the commencement of development in this particular location.   |

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| 16.           | RPA agrees to submit for the written agreement of the Planning Authority full details of 24 hour security arrangements to be provided at the Cheeverstown Park and Ride facility.  |
| 17.           | <p>Re Tallaght priority – see Point (4) above – this is repeated as follows:</p> <p>RPA confirms that at passenger service commencement of Line A1, a minimum service of 10 trams per hour in the peak periods will be provided to the Tallaght terminus and that in acknowledging that Tallaght Town Centre remains the county town, services to the Tallaght terminus will be prioritised over those to the Citywest spur.</p>   |
| 18.           | <p>RPA agrees that water supply and drainage infrastructure, including the disposal of surface water, shall comply with the technical requirements of the Planning Authority including the following;</p> <p><u>Watermains</u></p> <ol style="list-style-type: none"> <li>1. AC trunk watermains shall be upgraded to Ductile Iron only where the proposed LUAS crosses it. Coordination with the road schemes shall be pursued.</li> <li>2. For water distribution pipes, a sleeve shall be installed where practical. The sleeve shall be the pipe size plus 150mm or nearest above. No redundancy shall be required if a sleeve is installed.</li> <li>3. The diversion of public water mains shall be carried out by South Dublin County Council at the applicant's expense. The diversions shall take place prior to the commencement of development.</li> <li>4. All works shall be carried out in accordance with the South Dublin County Council 'Specification for the Laying of Watermains' which can be viewed/downloaded from <a href="http://environment.southdublin.ie">http://environment.southdublin.ie</a></li> <li>5. Prior to commencement of the development all water drawings for the development shall be submitted to the Water Maintenance Engineer (South Dublin County Council Deansrath Depot, Nangor Road, Clondalkin, Dublin 22).</li> </ol> <p><u>Foul and Surface Water Drainage</u></p> <ol style="list-style-type: none"> <li>6. RPA shall apply to the Office of Public Works for Consent under Section 50 of the Arterial Drainage Act, 1945 to construct, replace, or alter culverts. All new culverts shall have the capacity to convey the 100 year storm subject to a minimum size of 900mm diameter. Single ope culverts shall be preferred in contrast to multiple ope culverts. Where rectangular culverts are used, these shall be a minimum 1.2m in height.</li> <li>7. The diversion of any public sewers shall be carried out by South</li> </ol> |



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|               | <p>Dublin County Council at the expense of the RPA. The diversions shall take place prior to the commencement of development. The diversions shall not result in any loss of capacity in the sewer.</p> <p>8. Manholes shall be required on each side of the LUAS line for maintenance.</p> <p>9. An incident control plan for the project shall be submitted for the written agreement of the planning authority prior to construction.</p> <p>10. The RPA shall submit detailed drawings for proposed culvert crossings and stream/watercourse diversions, including proposed treatment of existing ditches. These details shall include all levels, plans, and cross-sections of any proposed works. Full design calculations for the culverts showing that flows in the streams will not be constricted or reduced during any major storm event shall be submitted.</p> <p>11. all drainage works for this development shall comply with the Greater Dublin Regional Code of Practice for Drainage Works which can be viewed/downloaded from <a href="http://environment.southdublin.ie">http://environment.southdublin.ie</a></p> <p>12. Prior to commencement of development surface water drainage details shall be agreed on site with the planning authority Environmental Services (Ph 01-4138500).</p> <p>13. Surface water runoff from the Park and Ride, including roads shall be routed via silt traps and petrol/oil/diesel interceptor before discharging to the surface water sewer. Details of these shall be submitted for agreement prior to the commencement of development.</p> <p>14. prior to commencement of development applicant shall provide surface water drainage plans for the proposed development, including those for the construction phase, showing location and size of drains, attenuation facilities, gullies, interceptors silt traps etc.</p> <p>15. Surface water runoff from the development, including construction phase of the development shall comply with the requirements of the Local Government (Water Pollution) Acts, 1977-1990. Prior to commencement of development applicant shall submit proposals for the written agreement of the Water Pollution Engineer.</p> |
| 19.           | <p>RPA agrees that prior to commencement of any development on site, that it will submit the following for the written agreement of the Planning Authority;</p> <p>(i) Tie in to existing LUAS Red Line</p>  |

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|               | <p><u>Water</u><br/>Provisions to facilitate future maintenance of water mains under the proposed LUAS line during diversions of water mains.</p> <p><u>Foul Water Drainage</u><br/>Clarification of the proposed diversion route for the existing 225mm foul sewer, prior to the commencement of development.</p> <p><u>Surface Water Drainage</u><br/>Details of the upsizing of the existing 300mm surface water sewer under the proposed LUAS line to 900mm.</p> <p><b>(ii) Cookstown Road to Outer Ring Road</b></p> <p><u>Water</u><br/>Provisions to facilitate future maintenance of the existing 1200mm water main under the proposed LUAS line.</p> <p><u>Surface Water Drainage</u><br/>Details of the redesign of the Surface water pipes conveying runoff from the Kilmartin Housing Estate to facilitate a single crossing, with a minimum 900mm diameter under the proposed LUAS line.</p> <p><b>iii) Outer Ring Road to N82</b></p> <p><u>Water</u><br/>Provisions to facilitate future maintenance of the existing 400mm water main under the proposed LUAS line.</p> <p><u>Foul Water Drainage</u><br/>Details of the provision of 2 no. 375 mm sleeves to allow for future 225mm gravity foul sewers, and 2 no. 250mm sleeves to allow for future 100mm foul rising mains servicing pockets of lands west of the proposed outer ring road.</p> <p>Details of a 450mm sleeve (approx Chainages 2650-2700) to facilitate the crossing of the proposed LUAS line of the proposed Saggart Branch Sewer discharging to Brookfield pumping station.</p> <p><u>Surface Water Drainage</u><br/>The applicant shall attenuate surface water discharges to 31/s/ha and provide an oil/petrol interceptor before discharge to existing surface water system. Details of proposed flow control mechanisms to be</p> |



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|               | <p>submitted to Environmental Services Department for agreement.</p> <p>iv) N82 to Garter Lane</p> <p><u>Surface Water Drainage</u><br/>Details indicating how it is proposed to cater for main tributaries of the Camac River along the proposed LUAS Line.</p>  |
| 20.           | <p>RPA agrees to submit for the written agreement of the Planning Authority plans, details and schedules of landscaping works, including boundary treatments, paving, public realm furniture and lighting to be carried out at the expense of the RPA/developer, on the understanding that the works to be provided will be to a standard equivalent to the works on the existing Red Line.</p>   |
| 21.           | <p>In addition to the boundary treatment agreed in Point 1 above RPA agrees to the following:</p> <ul style="list-style-type: none"> <li>• RPA considers the Horse Project to be a valuable asset to the community and is willing to contribute a maximum of €80k towards a new flood lighting system,</li> <li>• Should there be an impact to the arena area due to LUAS works, RPA will restore the arena to its original size.</li> <li>• IRPA will make good any localised damage caused to grazing lands.</li> <li>• RPA will also advise the Horse Project of its construction programme and will seek to accommodate the latter's requirements.</li> </ul> |
| 22.           | <p>RPA's position is that the use of a short section of ballasted track to replace the existing slab track at Cookstown curve and the tie-in of the spur line is required to minimise the potentially significant disruption to existing LUAS services. However the RPA recognises SDCC's concerns regarding quality of finish and possible anti-social behaviour. Thus the RPA will provide details of the trackform to be used at the Tie-in to the existing Red Line at Cookstown for the prior written agreement of the planning authority.</p>   |
| 23.           | <p>Ownership of Lands :----While it is intended that it will not be necessary to exercise CPO rights, nevertheless RPA is seeking a Railway Order which of itself will permit the implementation and operation of the project on a standalone basis, including full CPO powers. The following sets out the agreement reached with SDCC on the principles of acquisition of SDCC lands that will ensure CPO rights are not exercised by RPA:</p> <p>The Council is agreeable (and RPA concurs) to the transfer of its</p>  |



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|               | <p>property interests as required for the sole purpose of facilitating the construction and operation of the Line A1 project at nil cost to RPA. This property shall include that required for the tracks, swepth path, OCS system, P+R etc. SDCC shall retain all subterranean and air space property rights.</p> <p>It is RPA's understanding that agreement on costs has been reached with Citywest LUAS Ltd. in relation to the council position as outlined:- Where in order to facilitate LUAS Line A1, the Council has had to acquire new lands or to compensate other land owners for moving the road reservation to to make way for the LUAS then , as always envisaged, the Council will require to be re-imbursed the costs plus fees of such special acquisitions.</p> <p>Access to the LUAS Line A1 through Council lands will be by way of Public Right of Way only, and Council owned land will not be transferred to the RPA to facilitate any road construction.</p> <p>In the event of the Council failing to provide any of the proposed roads, a licence will be granted to the Railway Procurement Agency to build such roads if required for the purpose of accessing the LUAS Line.</p> |