



MARITIME AREA CONSENT (MAC)
FOR
BRIDGE INFRASTRUCTURE AT CO. DUBLIN
TO
DUBLIN CITY COUNCIL

MAC240014

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PARTICULARS SCHEDULE

Maritime Area Consent Reference Number:	MAC240014
Grantor:	Maritime Area Regulatory Authority
Grantor address:	2 nd Floor, Menapia House, Drinagh Business Park, Drinagh Wexford, Y35 RF29
Holder:	Dublin City Council
Holder registered address:	Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F
MAC Commencement Date:	05/06/2026
Term:	50 years from the MAC Commencement Date
Levy Payment Date:	One month after the MAC Commencement Date and on every successive anniversary of the MAC Commencement Date thereafter for the duration of the Term.
Consent Area:	That part of the maritime area marked red on the map attached hereto.
Permitted Maritime Usage:	The construction, use, operation and maintenance of bridge structures and associated infrastructure, including all associated decommissioning, demolition, rehabilitation, and any other works required on foot of any Roads Act Approval relating to the infrastructure.
Date by which application for Section 51 Roads Act	18 months from the MAC Commencement Date.

Approval must be submitted:	
Appendix containing spatial representation of the Consent Area:	Appendix 1
Appendix containing Rehabilitation Schedule:	Appendix 2

REASONS FOR DETERMINATION

Maritime Area Regulatory Authority (MARA) has considered the criteria specified in the Maritime Area Planning Act, 2021, as amended (the Act), in so far as such criteria are relevant to the occupation of the part of the maritime area the subject of the permitted maritime usage. On the basis of the information available and subject to compliance with the conditions set out herein, MARA is satisfied that the Maritime Area Consent (MAC) should be granted in accordance with Part 4, Chapter 3 of the Act.

In reaching this decision MARA has considered the application and supporting documentation received from the applicant, including all supplementary information and the reports of its analysts, marine advisors and financial advisors.

1. DEFINITIONS

1.1 In this Consent, the terms are as defined in the Act unless otherwise stated here.

(a) “**Act**” means the Maritime Area Planning Act 2021, as amended.

(b) “**Business Day**” means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed, or a payment is to be made.

(c) “**Change of Control**” means the direct or indirect acquisition, whether in a single transaction or a series of transactions, of either:

- (i) twenty percent (20%) or more of the legal or beneficial ownership of the issued share capital, or
- (ii) the power to direct or control the exercise of twenty percent (20%) or more of the aggregate voting rights attached to issued shares (whether by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating any body corporate, or otherwise),

in respect of either the Holder or a Supporting Entity (excluding a Supporting Entity which is a listed company with a market capitalisation of more than one hundred million Euro (€100,000,000)) by any one person, any group of persons acting in concert, any company or other entity who did not have such control at the MAC Commencement Date.

(d) “**MAC Commencement Date**” means the date identified as the MAC Commencement Date in the Particulars Schedule.

(e) “**Consent**” means this Maritime Area Consent (MAC) and any part, schedule or appendix to it, as may be amended in accordance with terms hereof and the provisions of the Act.

(f) “**Consent Area**” means the geographical area identified as the Consent Area in Appendix 1.

- (g) “**Development Permission**” has the meaning ascribed to it in the Act, and, where the context requires, means any development permission granted for the Permitted Maritime Usage.
- (h) “**Encumber**” means the placing of a charge, mortgage, lien or other burden on all or part of the Consent Area to include lodging this Consent with any person, company or other entity as collateral for loans and Encumbrance shall be construed accordingly.
- (i) “**Euro**” means the single currency of participating member states of the European Union or such replacement equivalent currency thereof.
- (j) “**Existing Infrastructure**” means the Tom Clarke Bridge, and associated infrastructure, including the control room and associated vessel collision prevention structures as in existence within the Consent Area on the MAC Commencement Date.
- (k) “**Force Majeure**” means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Consent, the Act, or the Roads Act 1993, (as amended or substituted), including:
 - (i) acts of terrorists or protesters;
 - (ii) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
 - (iii) sabotage, acts of vandalism, criminal damage or the threat of such acts;
 - (iv) plague, epidemic, pandemic (excluding COVID-19 or any related strains);
 - (v) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Éireann over the previous ten years;

- (vi) the occurrence of radioactive or chemical contamination or ionising radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
- (vii) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
- (viii) the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party to this Consent; and
- (ix) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Consent, other than due to an act or omission of the Holder;

provided that Force Majeure shall not include:

- a) lack of funds and/or the inability of a party to pay;
 - b) mechanical or electrical breakdown or failure of machinery, plant or other facilities owned or utilised by any party other than as a result of the circumstances identified in sub-clauses (i) to (ix), above; or
 - c) any strike or industrial action not falling within sub-clause (vii) above.
- (l) **“The Grantor”** means the Maritime Area Regulatory Authority, save where the context otherwise requires.
- (m) **“The Insured Risks”** means any or all of the following risks: fire, storm, flood, earthquake, lightning, explosion, riot, civil commotion, labour disturbance and malicious damage or impact of any vehicle, airborne aircraft, vessel or floating object, or anything or part fallen from same and such other risks as the Grantor may in his absolute discretion from time to time reasonably determine.
- (n) **“Law”** means any Act of the Oireachtas, regulation, statutory instrument,

European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction but does not include this Consent.

- (o) **“Levy”** means the annual sum specified by the Grantor pursuant to condition 7 and payable by the Holder in accordance with the provisions thereof.
- (p) **“Particulars Schedule”** means the Schedule of information on the third and fourth page of this Consent.
- (q) **“Permitted Maritime Usage”** means the maritime usage identified as the Permitted Maritime Usage in the Particulars Schedule together with all reasonably necessary ancillary activities.
- (r) **“Rehabilitation Schedule”** means:
 - (i) the Schedule appended to this Consent in the Appendix identified as such; and/or
 - (ii) the “planning rehabilitation schedule” as prescribed under Section 95 of the Act.
- (s) **“Roads Act Approval”** means approval by An Coimisiún Pleanála under section 51 of Roads Act 1993, as amended.
- (t) **“Supporting Entity”** means the entity that has provided and continues to have in place a guarantee in favour of the Grantor guaranteeing the Holder’s financial commitments or obligations under this Consent as specified in the guarantee.
- (u) **“Term”** means the period of time identified in the Particulars Schedule commencing on the MAC Commencement Date, subject to the provisions of this Consent and the Act in respect of termination prior to the expiry of the Term, in which case the Term shall mean the Term up to the date of such determination and expressions such as the last year of the Term shall be construed accordingly.

2. INTERPRETATION

- 2.1 Where two or more persons are included in the expression “the Holder”, such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Holder shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
- (a) words importing a person include a corporate body and vice versa;
 - (b) any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders; or
 - (c) any reference to the singular includes reference to the plural.
- 2.3 Any covenant in this Consent by the Holder not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 To the extent that there is a conflict between this Consent and the applicable provisions of the Act, the interpretation of the Act shall prevail.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, byelaws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.
- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Consent.
- 2.7 Any reference to a condition, clause, sub-clause or schedule means a condition, clause, sub-clause or schedule of this Consent unless expressly stated otherwise.

2.8 References to “month” or “months” mean a calendar month or months.

3. GRANT OF CONSENT

3.1 This Consent is granted by the Grantor to the Holder pursuant to section 81(1)(a) of the Act.

3.2 The rights and entitlements conferred by this Consent shall (subject to condition 4) endure for the Term.

3.3 This Consent is subject to both the terms and conditions contained herein and to the provisions of the Act.

3.4 This Consent permits the Holder, subject to condition 4 and the conditions otherwise herein contained:

- (a) To occupy the Consent Area for the purpose of carrying out the Permitted Maritime Usage strictly in accordance with the conditions attached to this Consent and the requirements of the Act; and
- (b) To use of the Consent Area on a non-exclusive basis for the purpose of carrying out the Permitted Maritime Usage strictly in accordance with the conditions contained herein and the requirements of the Act.

3.5 This Consent does not confer on the Holder any estate or proprietary interest in the Consent Area or any other part of the maritime area and for the avoidance of doubt the Grantor and/or the State may at any stage during the Term grant maritime area consents, licences and other authorisations of any kind in respect of the Consent Area for any other maritime usages.

3.6 This Consent is not a Roads Act Approval, development consent, development permission or planning permission or maritime usage licence and does not operate to relieve the Holder of any legal obligation to obtain Roads Act Approval, development consent, development permission, planning permission or any other consent or authorisation required to carry out any development on the Consent Area or any other part of the maritime area.

Reason: In the interests of clarity.

4. **COMMENCEMENT OF THE RIGHT OF OCCUPATION**

- 4.1 Notwithstanding the MAC Commencement Date and Term, the Holder shall not obtain any right to occupy the Consent Area pursuant to condition 3.4 and shall not commence any works, activities or operations permitted by the Permitted Maritime Usage as provided for under this Consent Area unless and until the Holder has obtained a Roads Act Approval.
- 4.2 In the event Roads Act Approval is being sought in phases relating to parts only of the Consent Area, a right to occupy shall not arise in respect of any part of the Consent Area concerned until the Holder has complied with condition 4.1 in respect of that part.
- 4.3 Notwithstanding condition 4.1, the right to occupy the Consent Area shall commence on the MAC Commencement Date in relation to Existing Infrastructure.
- 4.4 The provisions of this condition 4 shall not operate to waive or postpone the performance by the Holder under this Consent.

Reason: To provide clarity on the permitted occupation of the Consent Area

5. **ROADS ACT APPROVAL**

- 5.1 The Holder shall submit an application for Roads Act Approval relating to the Permitted Maritime Usage the subject of this Consent on or before the date set out in the Particulars Schedule. The application for a Roads Act Approval shall have attached to it a Rehabilitation Schedule, within the meaning of Section 95 of the Act.
- 5.2 Without prejudice to any other remedies available pursuant to this Consent and at Law, this Consent shall terminate immediately in the event that a Roads Act Approval for the Permitted Maritime Usage is refused, or the required application is not made in accordance with the requirements of condition 5.1.
- 5.3 In the event that a Roads Act Approval for the Permitted Maritime Usage is granted, the following provisions shall apply:
- (a) The Holder shall furnish the Grantor with a copy of the said Roads Act Approval as soon as practicable after it has been granted;
 - (b) The Holder shall furnish the Grantor with a copy of the Rehabilitation Schedule as consented to by the Roads Act Approval as soon as practicable after the Roads Act Approval has been granted; and
 - (c) The Holder shall give the Grantor a copy of any material alteration to the Roads Act Approval as soon as practicable after the alteration has been made.

Reason: To assist in the effective management of State Resources

6. **COMPLIANCE WITH THE CONSENT AND APPLICABLE LAWS**

- 6.1 The Holder shall not use the Consent Area for any purpose other than the Permitted Maritime Usage.
- 6.2 The Holder shall give MARA not less than 14 days advance notice in writing before the commencement of the Permitted Maritime Usage in the Consent Area.

6.3 The Holder shall ensure that contractors, and their subcontractors, are made aware of and comply with all conditions in this Consent.

Reason: To ensure the proper management and orderly undertaking of the Permitted Maritime Usage.

7. **LEVY**

- 7.1 The Holder shall pay to the Grantor the Levy specified by the Grantor within one month of the MAC Commencement Date and on every succeeding anniversary of the MAC Commencement Date for the Term of this Consent.
- 7.2 The Levy is in accordance with the levy framework established by the Grantor pursuant to section 92 of the Act and is subject to review and amendment in accordance with same.
- 7.3 All payments by the Holder in connection with this Consent shall be made in accordance with the written instructions of the Grantor and shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.
- 7.4 If any amount which is payable under this Consent has not been paid on or before the date that payment is due, the Grantor is to be paid interest on the outstanding amount at the rate prescribed in accordance with section 169(2) of the Act or, if no such rate stands subscribed, at the rate of 2 per cent, such interest to be calculated from the date that payment was due until the date of actual repayment.
- 7.5 Without prejudice to all and any other remedies under this Consent, the Act and at Law, the Grantor may institute proceedings for recovery of any sum due and owing by the Holder to the Grantor in accordance with this Consent or the Act as a simple contract debt in any court of competent jurisdiction.

7.6 In exceptional circumstances, the Grantor may in its absolute discretion grant a moratorium on the payment of the Levy, subject to such conditions as may be imposed. Such moratorium may operate as a deferral or a waiver of the Levy but unless expressly stated to be a waiver, any such moratorium shall be a deferral only.

Reason: To comply with section 92(1) of the Act and specify details concerning the Levy that shall be paid to the Grantor by the Holder for the occupation of the Consent Area for the purpose of undertaking the Permitted Maritime Usage.

8. **FIT AND PROPER PERSON**

8.1 The Holder shall for the duration of the Term continue to be a fit and proper person within the meaning of Schedule 2 of the Act.

Reason: To ensure compliance with the legislation and proper management of the Consent Area.

9. **SECURITY AND FINANCING**

9.1 The Holder shall not create, extend or permit to subsist any encumbrance or security or interest of any kind over this Consent or otherwise use it as security for any borrowings or other liability whatsoever, without the prior written consent of the Grantor, to be granted or refused at the Grantor's sole discretion, and subject to such terms and conditions as the Grantor may specify.

9.2 The Grantor, at its sole discretion, may at the request of the Holder, without any obligation to do so, consider amendments to this Consent, to facilitate the financing of the project.

Reason: To ensure the Grant of this Consent is personal to the Holder that has been deemed a fit and proper person pursuant to the criteria set out in Schedule 2 of the Act.

10. **CHANGE IN CIRCUMSTANCES**

10.1 The Holder shall provide the Grantor with notice in writing of any material change of circumstances within the meaning of Section 136 of the Act.

Reason: To ensure the Grantor is informed of any material change in circumstances within the meaning of Section 136 of the Act.

11. **INDEMNITY**

11.1 The Holder shall keep the Grantor, the State, and their officers, servants, visitors, agents and employees fully indemnified from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities:

- (a) arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Consent; and
- (b) arising directly or indirectly from a failure by the Holder to comply with:
 - (i) any of the provisions of this Consent;
 - (ii) any provision of the Act relevant to this Consent; or
 - (iii) a provision of one or more than one condition attached, or deemed to be attached, to this Consent.

11.2 Without prejudice to the generality of the foregoing, the Holder shall make good all loss sustained by the Grantor in consequence of any breach by the Holder of any covenants or conditions herein.

11.3 The Holder warrants to the Grantor that it has made due enquires and is satisfied that there are no third party interests in the Consent Area and the Holder shall keep the Grantor, the State and their officers, servants, visitors, agents and employees fully indemnified from and against all or

any actions proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities arising directly or indirectly from the undertaking by the Holder (including its employees, contractors, subcontractors, servants, visitors, consultants, representatives and/or agents) of the Permitted Maritime Usage the subject of this Consent in the Consent Area.

11.4 In the event of any third party asserting rights having priority over the rights granted by way of this Consent, such claim shall not relieve the Holder of its responsibility under any other covenant or condition in this Consent (including as to reinstatement or remedial works) unless and to the extent that the third party rights prevented compliance with it (in which case provision could be made for a financial compensation in lieu of performance of the covenant or permission). While MARA may disclose any information it holds of any adverse claims to the Holder (subject to appropriate confidentiality obligations), given the extent of property owned by the State and the many Departments, branches and agencies of government, there is no warranty that no other Department, branch or agency of government does not hold relevant information and that any risk of loss or damage attributable to any undisclosed information shall not, in the absence of fraud or dishonesty, afford any cause of action against, or impair the forementioned indemnity in favour of, MARA and the State.

Reason: For the necessary protection of the Grantor in light of possible risks arising from the Permitted Maritime Usage.

12. **INSURANCE**

12.1 Without prejudice to the Holder's liability to indemnify the Grantor which shall be unlimited (and others as specified in condition 11), the Holder shall, prior to the commencement of occupation of the Consent Area:

- (a) insure and keep insured, in an insurance office licensed to operate in the State or which has received authorisation to operate in the State in

accordance with Article 14 of Directive 2009/138/EC in the joint names of the Grantor and the Holder in the full reinstatement cost thereof or in the sum not less than the estimated maximum loss amount as determined by a suitably qualified and experienced independent consultant (to be approved from time to time by the Grantor or its surveyor and including an inflationary factor) the Consent Area and all structures and chattels thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Consent Area, and where available on the market such policy to include a non-invalidity clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiating clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Holder gives sufficient reason for the insurer to prove the insurance policy to be void, the Grantor will not be denied the protection of the policy);

- (b) effect and keep in force a public liability insurance policy of indemnity in the name of the Grantor and Holder in an insurance office licensed to operate in the State with a limit of €6,500,000 (six million and five hundred thousand Euro) (or such increased amount as the Grantor may from time to time reasonably determine) in respect of any one claim or a series of claims arising out of a single occurrence (except for pollution and products liability cover which may be on an annual aggregate basis if unavailable on a single occurrence basis) for any damage, loss or injury which the Grantor or Holder may be legally liable for which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the Permitted Maritime Usage and exercise of the rights granted in this Consent;
- (c) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State with a limit of €13,000,000 (thirteen million Euro) for any one claim or a series of claims arising out of a single occurrence. This

policy should include an indemnity to principles clause with a specific indemnity to the Grantor;

- (d) in the event that the Consent Area or any part thereof, shall be damaged by any of the Insured Risks, then and as often as shall happen, apply all monies received in respect of such insurance as aforesaid as soon as practicable in or upon reinstating the Consent Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency;
- (e) whenever required to do so by the Grantor, produce to the Grantor for inspection evidence of insurances, including certificates together with evidence of renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Grantor by the Holder's insurers, and to comply with all conditions pertaining to any such policy or policies;
- (f) not do or omit to do anything which might cause any policy of insurance (if required) relating to the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage to become void or voidable, wholly or in part, nor (unless the Holder has previously notified the Grantor and the Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;
- (g) as soon as reasonably practicable notify the Grantor in writing of the making of any claim under any policy of insurance which is required to be held in connection with this Consent and to provide the Grantor with all information in relation to any such claim; and
- (h) ensure that any contractors, servants or agents of the Holder engaged in connection with activities in the Consent Area or otherwise in connection with this Consent have appropriate insurance and that evidence of such insurance policies shall be provided to the Grantor, if requested, as soon as is reasonably practicable.

12.2 Where the Grantor deems that the limit of the public liability insurance

policy in condition 12.1(b) should be increased having regard to changes in circumstances (including but not limited to inflation, increased costs and changes in the value of money) then the Grantor may notify the Holder of the required increase, and the Holder shall increase the relevant policy limit within 90 Business Days of the receipt of such notification subject to any extension as may be permitted by the Grantor following a written request by the Holder.

Reason: To mitigate against risk to the Grantor and the State in the event of insolvency or incapacity on the part of the Holder where insurable.

13. **INSPECTION AND INVESTIGATIONS**

13.1 The Grantor may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Consent as it sees fit including requiring the submission of electronic and/or paper records to the Grantor for the purposes of inspection (including periodic inspections).

13.2 Without prejudice to the generality of condition 13.1, and to all other rights of the Grantor to enter upon the Consent Area, the Grantor shall have the right to:

- (a) enter the Consent Area for the purposes of enabling the Grantor to carry out inspections (including periodic inspections) for the purposes of ascertaining whether or not there has been a contravention of a provision of this Consent, the Act, or one or more conditions attached or deemed to be attached to this Consent; or
- (b) enter the Consent Area if the Grantor has reason to believe that the Holder has contravened:
 - (i) a provision of this Consent;
 - (ii) a provision of the Act; or
 - (iii) a provision of one or more conditions attached, or deemed to be attached, to this Consent.

- 13.3 The Holder shall cooperate and assist the Grantor in the Grantor's performance of its functions under and in relation to this Consent and the Act.
- 13.4 The Holder acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Consent is without prejudice to the Holder's rights and obligations under this Consent, the Act or at Law and no failure or delay in taking any action arising from such investigation, inspection or enquiry shall amount to a waiver of any such rights or relieve the Holder from any such obligations; and does not amount to an acknowledgement by the Grantor, or any officer, servant or agent of the Grantor, that the Holder has complied with or is in compliance with this Consent, the Act or Law in relation to any matters to which the investigation, inspection or enquiry relates.

Reason: To ensure the Grantor can evaluate the compliance of the Holder with its obligations under this Consent and the Act.

14. REHABILITATION

- 14.1 The Holder shall before the expiration of this Consent, rehabilitate the Consent Area, and any other part of the maritime area, adversely affected by the Permitted Maritime Usage in accordance with the requirements of the Rehabilitation Schedule and the meaning of Section 95 of the Act.
- 14.2 This obligation does not relieve the Holder from any obligation to apply for or obtain any other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other authorisation) required under the Act or any other enactment in order to enable the Holder to discharge that obligation.
- 14.3 The Holder shall comply with any notice given by the Grantor pursuant to Section 97 of the Act requiring the Holder to make an application within the period set out in the notice for Development Permission or Roads Act

Approval or any other consent required to amend or replace the Rehabilitation Schedule to take account of the matters set out in the notice.

- 14.4 Notwithstanding termination or revocation of this Consent pursuant to this Consent or the Act, the Holder must continue to comply with the obligations under this condition 14 and Section 96 of the Act to the extent as agreed by the Grantor in all the circumstances of the case.

Reason: To ensure the Consent Area is rehabilitated in an appropriate and acceptable manner in accordance with the Act and this Consent, any applicable Roads Act Approval and any other consent required.

15. REHABILITATION FINANCIAL PROVISION

- 15.1 The provisions of this condition 15 are subject to the requirements of any Roads Act Approval authorising the Permitted Maritime Usage.

- 15.2 Not later than 5 years before the expiration of this consent or such earlier date as the Grantor shall in its sole discretion determine, the Holder shall establish an account with an account bank nominated by the Holder and approved by the Grantor (the “Secured Account”) into which certain payments are made in such amounts as required by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The Secured Account will be subject to:

- (a) a first ranking charge in favour of the Grantor;
- (b) any other security required by the Grantor; and
- (c) will contain funds sufficient to:
 - (i) Ensure the proper performance of the Holder’s obligations pursuant to condition 14 and Chapter 8 of Part 4 of the Act in relation to the rehabilitation of the Consent Area and if necessary, any other part of the maritime area adversely affected by the Permitted Maritime Usage, as may be determined by, and to the satisfaction of, the Grantor; and

- (ii) Cover any other liabilities which may be incurred in relation to any rehabilitation whether pursuant to this Consent or otherwise.

15.3 The following provisions apply to determining the amount of the funds to be deposited in the Secured Account:

- (a) The amount of the funds required must at all times be acceptable to the Grantor;
- (b) The Holder shall make and complete such deposits to the Secured Account in euro (€) as are required to ensure that, at any given time, there is standing to the credit of the Secured Account (in cleared funds) an amount equal to, or greater than, the amount (if any) as determined by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The amount will be agreed by the Grantor having regard to the estimated costs of rehabilitation from time to time; and
- (c) The estimated costs of rehabilitating the relevant parts of the Consent Area and if necessary, any other part of the maritime area, adversely affected by the Permitted Maritime Usage and any other liabilities which the Grantor reasonably considers may be incurred by the Holder of this Consent or otherwise.

15.4 The right to demand under a rehabilitation financial provision is without prejudice to any other remedies available to the Grantor under this Consent or at Law.

15.5 The Holder shall deliver a certificate of completion of rehabilitation by an appropriate expert that confirms that rehabilitation has been completed in accordance with the Rehabilitation Schedule. Following receipt of this certificate the Grantor may carry out an inspection to determine if rehabilitation has been completed in accordance with the Rehabilitation Schedule. When the Grantor is satisfied that rehabilitation has been completed in accordance with the Rehabilitation Schedule, the Grantor shall execute a deed of release of its security over the Secured Account.

Reason: To mitigate the risk of the Holder not being in the position to discharge their duties with regard to Rehabilitation.

16. **CHANGE OF CONTROL**

16.1 A Change of Control shall constitute a material breach of this Consent unless the provisions in condition 16.2 are complied with by the Holder and consent in writing is given by the Grantor.

16.2 In the event of a prospective Change of Control, the Holder shall, prior to any Change of Control becoming effective, make an application to the Grantor for consent in writing to the Change of Control and the provisions of Section 85 of the Act with all necessary modifications shall apply to the process of seeking and granting such consent as if the Holder as controlled after the prospective Change of Control was the 'proposed assignee' as provided for therein.

Reason: To provide clarity on the procedure to be followed in the event of a change of control occurring.

17. **JOINT AND SEVERAL OBLIGATIONS**

17.1 Save where otherwise specified, any obligations of the Holder under this Consent are joint and several obligations.

Reason: To clarify that where there is more than one Holder that obligations under the MAC are joint and several.

18. **FORCE MAJEURE**

18.1 Except as otherwise provided by this Consent, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Consent, the Act, or the Planning and Development Act 2000, (as amended or substituted), by reason of Force Majeure:

- (a) as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other party, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;
- (b) this Consent shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;
- (c) subject to full compliance with this condition 18, during suspension of any obligation pursuant to sub clause (b), the relevant party or parties shall not be treated as being in breach of that obligation;
- (d) the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Consent by reason of Force Majeure and to resume full performance of its obligations under this Consent as soon as is reasonably practicable;
- (e) as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Consent so far as is reasonably practicable during the period of the Force Majeure;
- (f) upon cessation of a party's inability to perform all or any of its obligations under this Consent by reason of Force Majeure, that party shall notify the other party; and
- (g) insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

18.2 Condition 18.1(d) above shall not require the settlement of any strike, walk-out, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

Reason: To clarify the events that excuse the non-performance of obligations in this Consent.

19. EXERCISE OF RIGHTS

19.1 The Holder shall exercise this Consent in such a manner as not to cause damage or injury to the Consent Area (save for incidental damage caused in the completion of works in substantial compliance with the Roads Act Approval), the Grantor, the occupants of the Consent Area and any other part of the maritime area affected by the Permitted Maritime Usage and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

Reason: To clarify the manners in which the rights granted under the Consent shall be exercised by the Holder.

20. RELATIONSHIP OF THE PARTIES

20.1 Nothing in this Consent may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage, or any agency, association, joint venture or partnership between the Grantor and the Holder.

20.2 Except as is expressly provided for in this Consent, nothing in this Consent grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.

20.3 It is hereby certified for the purposes of Section 238 of the Companies Act 2014, as amended, that the Grantor is not a director, or a person connected with a director of the Holder.

Reason: To clarify the legal relationship of the Grantor and Holder.

21. SEVERANCE

21.1 If any provision of this Consent is or becomes or is declared invalid, unenforceable or illegal by the courts of Ireland or by order of the relevant body of the European Union, that provision shall be severed, and the remainder of this Consent shall remain in full force and effect.

21.2 The Holder shall comply with this Consent, as amended.

Reason: To clarify the impact of any condition of this Consent being declared invalid, unenforceable or illegal by the Courts in Ireland and to ensure the remainder of the conditions in this Consent remain in full force and effect.

22. GOVERNING LAW AND JURISDICTION

22.1 This Consent and all other documents relating to it shall be governed by and construed only in accordance with the laws of Ireland.

22.2 The Holder hereby submits irrevocably to the exclusive jurisdiction of the courts of Ireland in respect of any dispute arising out of or in connection with this Consent.

22.3 This condition is for the benefit of the Grantor only. The Grantor shall not be prevented from taking proceedings against the Holder in any other courts with jurisdiction. To the extent allowed by law, the Grantor may take concurrent proceedings in any number of jurisdictions.

Reason: To clarify the Holder must submit to the exclusive jurisdiction of the Irish courts in respect of any dispute and the provisions of this Consent shall be construed in accordance with the laws of Ireland.

23. STAKEHOLDER ENGAGEMENT PLAN

23.1 Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with Dublin Port Company to plan and schedule the

Permitted Maritime Usage in order to ensure that any potential disruption to port operations is managed. Records of all engagements and consultations held and agreements reached, if any, shall be maintained by the Holder and made available to the Grantor if requested.

23.2 Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with Gas Networks Ireland to plan and schedule the Permitted Maritime Usage in order to ensure that any potential disruption to foreshore consent (reference (FS003998) and nearby infrastructure operations is managed. Records of all engagements and consultations held and agreements reached, if any, shall be maintained by the Holder and made available to the Grantor if requested.

Reason: To ensure the orderly undertaking of the proposed maritime usage

24. **NAVIGATIONAL RISK ASSESSMENT**

24.1 The Holder shall implement the mitigation measures in Section 7.1 of the Navigational Risk Assessment (February 2026).

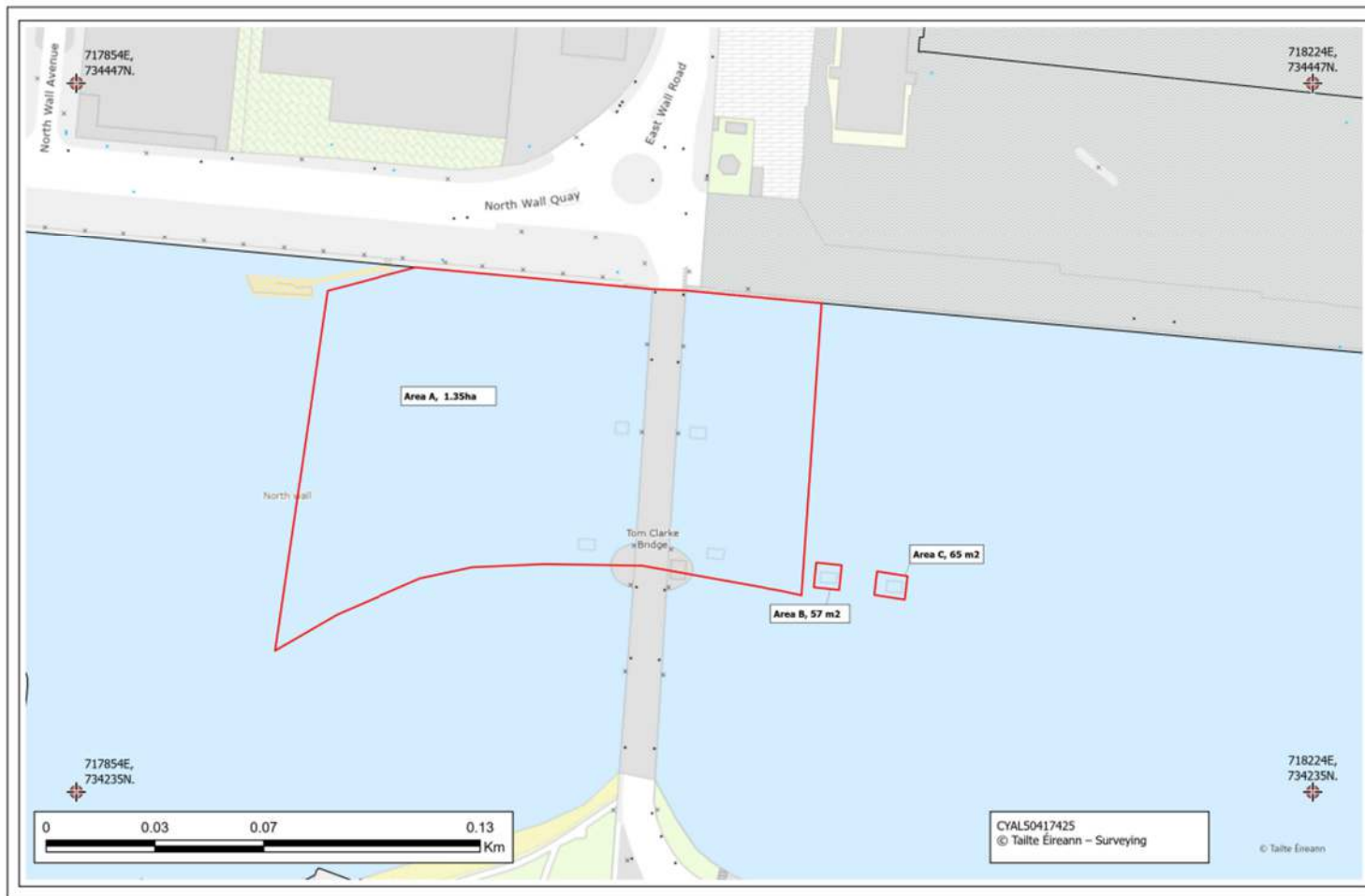
Reason: To ensure the orderly undertaking of the proposed maritime usage

APPENDIX 1

THE CONSENT AREA

The Consent Area is the part of the maritime area as shown for identification purposes on the attached map titled “Maritime Area Consent Map MAC240014” surrounded by a red line (Map reference drawing number MAC240014-001).

Provided that the Consent Area shall not include any part of the maritime area that is privately-owned.



Drawn by: DS
Approved by: RR
Date: 05/05/2026
Dwg. No.: MAC240014-001
Projection: ITM
Scale: 1:1,000 @A3

Notes:
1. Georeference using grid coordinate intersects shown.
2. Where the MAC adjoins or abuts land, islands or rocks, the High Water Mark as defined by the Chief Boundary Surveyor is the boundary of the MAC area.

Maritime Area Consent Map MAC240014

Maritime Area Consent Area
 High Water Mark - Chief Boundary Surveyor
+ Grid Coordinate Intersects ITM

MARA
An tAidise Náisiúnaí Limistéir Mhuinín
Maritime Area Regulatory Authority

APPENDIX 2
REHABILITATION SCHEDULE

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POINT BRIDGE AND TOM CLARKE BRIDGE WIDENING PROJECT



MARITIME AREA REHABILITATION SCHEDULE

April 2026



PROJECT SPONSORING AGENCY/ CONTRACTING AUTHORITY



PROJECT SANCTIONING AUTHORITY



Doc. Ref.: PTCB-ROD-ENV-AE-RP-EN-406501

Status: S4 - Issued for Approval

Revision: P01



POINT BRIDGE AND TOM CLARKE BRIDGE WIDENING PROJECT

MARITIME AREA REHABILITATION SCHEDULE

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1. INTRODUCTION

1.1 Background

The proposed Point Bridge and Tom Clarke Bridge Widening (PTCB) Project is located in the vicinity of the existing Tom Clarke Bridge in Dublin, spanning the River Liffey between North Wall Quay and Ringsend (see Figure 1.1). Within the extents of the foreshore (spatial extents of maritime area (MAC Application Reference Number: MAC240014), the project comprises the construction of a new pedestrian and cyclist bridge, known as Point Bridge (immediately west of the existing Tom Clarke Bridge), together with modification (rehabilitation and demolition) works to the existing Tom Clarke Bridge and associated ancillary infrastructure.

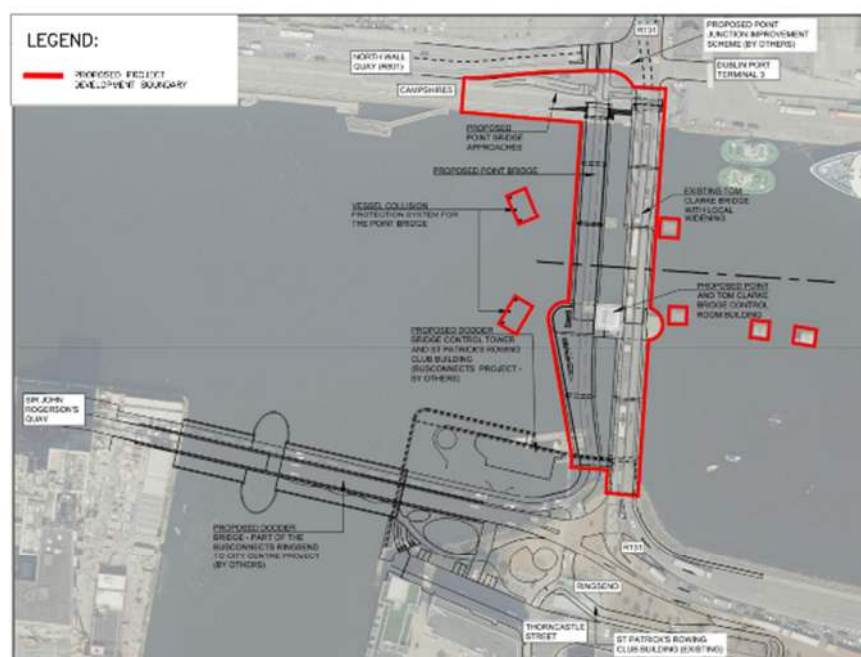


Figure 1.1. PTCB Project - Development Extents¹

Existing Structures - Rehabilitation and Demolition Works

Planned rehabilitation works to the existing Tom Clarke Bridge include the widening of the deck to accommodate additional traffic lanes, narrowing of existing footpaths to cater for maintenance/ operational use only, and upgrades to parapets, public lighting and deck finishes.

The project also includes the demolition of the existing vessel collision protection structures to the west of the Tom Clarke Bridge (to facilitate the construction of the Point Bridge). No works are proposed to the existing vessel collision protection structures on the eastern approach to the Tom Clarke Bridge as part of the PTCB project.

¹ Extract from drawing ref. PTCB-ROD-ENV-AE-DR-EN-401000.

The existing Tom Clarke Bridge movable span control room building will be demolished as part of the project and replaced with a new control room building, as noted below. Upgrades to the movable span MEICA equipment (Mechanical, Electrical, Instrumentation, Control, and Automation) are planned to allow integration with the MEICA for the proposed Point Bridge movable span.

Proposed New Structures

Point Bridge will be approximately 150 m in length and will mirror the form of the Tom Clarke Bridge, comprising four river piers and five spans, including a central movable span to maintain river navigation. The bridge will provide segregated pedestrian and cyclist facilities, together with a public viewing and amenity area located adjacent to the central span.

Two new vessel collision protection structures are proposed on the western approach to the Point Bridge. Each structure will be formed using a group of five number large diameter driven steel piles (circa 1.2m diameter) placed in a circa 6.0m centre to centre grid. A prefabricated steel frame will be installed to connect the piles as a structural group. The frame will in turn support three number c. 0.9m diameter piles which will extend to a level of circa 1m above mean high water springs (MHWS) tide level.

The new control room building will be located between the Tom Clarke Bridge and Point Bridge and will operate both bridges. The control room building will be three-storeys high with external structural envelope dimensions of c. 7.5m x 7.5m on plan and c. 14.5m in height.

1.2 Rehabilitation Schedule Scope

The existing Tom Clarke Bridge (incl. associated control room building) and vessel collision protection structures are currently an "unauthorised usage" of the foreshore in accordance with Section 106 of the Maritime Area Planning Act 2021 (MAP Act). Dublin City Council (DCC), as the "relevant person" in accordance with the same section of the Act are applying to regularise the unauthorised usage as part of the MARA MAC application ref. MAC240014. This document comprises the required "Rehabilitation Schedule" to be submitted with the MAC application in accordance with Section 96 (1 & 4), of the MAP Act. This document outlines how Dublin City Council if granted the MAC will discharge the obligation to rehabilitate that part of the maritime area the subject of the MAC (It is not anticipated that any other part of the maritime area has been adversely affected by the maritime usage the subject of the MAC).

1.2.1 Parts of Maritime Area included in this Rehabilitation Schedule

This Rehabilitation Schedule applies to the following existing infrastructure within the maritime area (parts as shown in Figure 1.2):-

- i. The existing Tom Clarke Bridge (incl. control room building)
- ii. The existing vessel collision protection structures
 - a. Two number on the western side of the Tom Clarke Bridge
 - b. Four number on the eastern side of the Tom Clarke Bridge

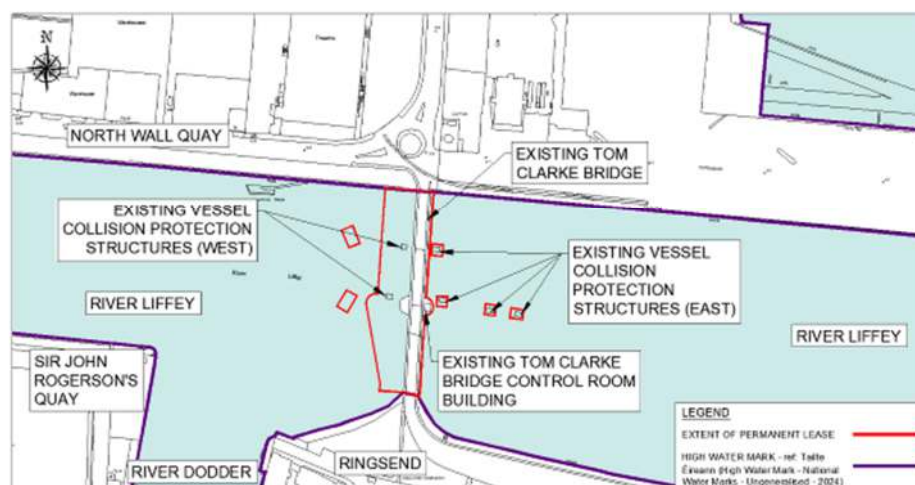


Figure 1.2. Rehabilitation Schedule (Relevant Parts of Maritime Area)²

1.2.2 Parts of Maritime Area excluded from this Rehabilitation Schedule

Consent for the proposed new structures within the maritime area (i.e., the Point Bridge, new vessel collision protection structures to the west of the Point Bridge and the new control room building) is being applied for under section 75(1) of the MAP Act. Therefore, a rehabilitation schedule for the parts of the maritime area at the locations of these structures will be submitted as part of the development permission (as required under Section 75(5) of the MAP Act).

² Maritime Area as show on drawing ref. PTCB-ROD-ENV-AE-DR-EN-200001.

2. PLAN FOR EXISTING STRUCTURES IN THE MARITIME AREA

The following sections provide further background and outline the plan for the existing structures within the maritime area, namely:

- i. The existing Tom Clarke Bridge (incl. control room building)
- ii. The existing vessel collision protection structures
 - a. Two number on the western side of the Tom Clarke Bridge
 - b. Four number on the eastern side of the Tom Clarke Bridge

Refer to section 3 below for the maritime area rehabilitation schedule particulars:

- the proposed rehabilitation programme and associated method of work;
- the proposed date for the rehabilitation programme commencement;
- the estimated costs of the rehabilitation programme;
- the authorisations (licence, consent, approval or any other authorisation) required to allow discharge of the obligations to rehabilitate the maritime area and the timelines for obtaining the same.

2.1 Tom Clarke Bridge

The existing Tom Clarke bridge was constructed in the early 1980s (formally opened in October 1984). It has a five-span arrangement (four fixed spans and a central movable span across the river navigation channel) with an overall bridge length of circa 150m between the north and south abutments. Each of the four fixed spans is circa 26m in length. The central movable span has an overall length of circa 46m and is a single-leaf rolling bascule type with an integrated below-deck counterweight.

The bridge is part of Dublin City Council bridges inspections and maintenance programme. As part of the programme, regular routine and principal inspections are undertaken along with routine maintenance.

Routine inspection and maintenance are generally undertaken at a maximum interval of two years and in line with the existing bridge maintenance and operation manual (structure and MEICA equipment). Principal inspections are undertaken at a maximum interval of six years and define the need for any special inspections/ investigations of particular elements of the bridge and planned or emergency repair and rehabilitation work.

The most recent principal inspection (undertaken in accordance with EIRSPAN Bridge Management System procedures) was carried out in January 2025 and concluded that the bridge is in good overall condition. The next programmed principal inspection is in 2029, following which the date for the next principal inspection will be set.

As part of the PTCB project, significant rehabilitation of the Tom Clarke bridge deck, control room building and MEICA is planned.

The planned works are as follows;

- The northern and southern fixed deck bridge spans are proposed to be widened to accommodate a left turn vehicle traffic lane onto North Wall Quay and a potential future right turn vehicle traffic lane to Sir John Rogerson's Quay (via the proposed Dodder Bridge – part of the separate BusConnects Ringsend to City Centre Core Bus Corridor Scheme), respectively.

- [illegible]

- The existing deck of the fixed spans comprises precast prestressed concrete beams with an in-situ concrete slab and non-structural precast concrete fascia beams on the bridge deck edges (elevations). Sections of the deck structure (beams & slab) and the deck edge fascia beams will be demolished on both the east and west sides to facilitate the widening (see Figure 2.1). The deck widening on both the east and west sides will comprise a new precast prestressed concrete edge beam with cast-in-place deck slab and deck edge steel fascia units. The new section of deck slab will integrate with the existing concrete deck. The structural depth of the deck widening will be the same as the depth of the existing deck. The overall deck width will increase from 10.5m to 12.95m.
- The movable span deck (bascule) of the Tom Clarke Bridge is of steel orthotropic ladder deck construction. Upgrades to the span deck edge parapet system and the integration of a deck edge steel fascia unit will result in local amendments to the span steelwork.
- The widened superstructure will be supported on the existing bridge substructure and foundations (comprising concrete piers on steel tubular or H-Piles). Some local widening of the abutments (located outside the maritime area) and modifications to the bascule pier will be required to accommodate the deck widening on the fixed spans. Modifications to the bascule pier will comprise; the provision of a new top slab to the western side of the bascule pier (to support the new control room building); Partial demolition of localised sections of the bascule pier southern perimeter wall to allow the formation of a bearing shelf to land the widened deck; the integration of new sections of perimeter wall to align the pier exterior with the new Point Bridge bascule pier section.
- The existing vehicular parapets on the Tom Clarke Bridge will be replaced with low-level safety barriers adjacent to the carriageway (traffic lanes) and pedestrian parapets along the deck edge (for vehicular and pedestrian containment, respectively).

- The existing Tom Clarke Bridge control room building located on the east side of the bascule pier is not suitable to house the control equipment for both the Tom Clarke Bridge and the Point Bridge and will be demolished as part of the proposed development (The existing building will be maintained to operate the Tom Clarke Bridge until the proposed new larger control room building is constructed to operate both bridges).

Following the PTCB project rehabilitation works, the Tom Clarke Bridge will continue to be inspected and maintained in line with Dublin City Council's current programme for the same. This programme aims to maintain the structure in a satisfactory state to enable its continuous use for its original purpose until the end of its design life. The remaining design life of the bridge is estimated to be a minimum of 50 years.

It is envisaged that a bridge at this location will be required indefinitely. At the end of the existing bridge design life, it is envisaged that it will be either partially or wholly replaced to continue the current usage within the maritime area.

2.2 Vessel Collision Protection Structures

The existing vessel collision protection structures (constructed at the same time as the Tom Clarke bridge) each comprise a reinforced concrete pile cap (plan dimensions 4 m x 5 m) with 12 number 350mm square timber piles.

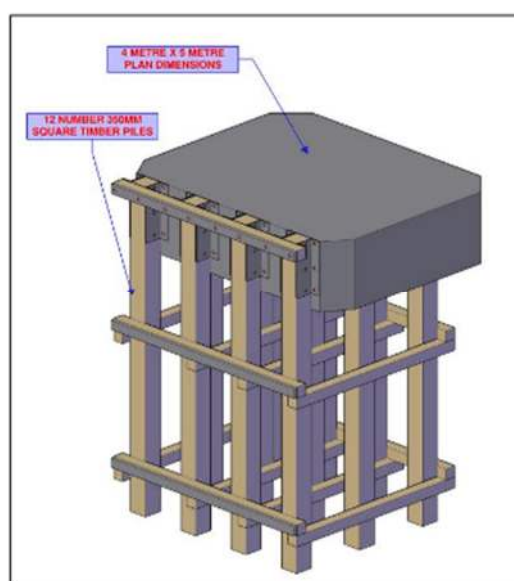


Figure 2.2. Typical Vessel Collision Protection Structure

The last structural inspection was carried out in July 2025 and concluded that the structures are in poor condition and require structural repairs to restore structural integrity for the remaining design life of the structures (anticipated to be 10 years). Following undertaking repairs, annual inspection of the structures prior to demolition is recommended to monitor the structure's condition.

As part of the PTCB project, it is proposed that the vessel collision protection structures on the western side of the Tom Clarke Bridge (two number) will be demolished to facilitate the construction of Point Bridge.

Decommissioning of Aids to Navigation (AtoN) (comprising marker lighting) will be undertaken in consultation with Dublin Port Company (the Local Lighthouse Authority) and the Commissioner of Irish Lights as the statutory sanctioning authority prior to demolition works.

The rehabilitation of the maritime area (i.e., the restoration of the part of the maritime area to a satisfactory state) will involve the complete removal of the structures and all waste material from the area.

As noted above, vessel collision protection structures on the eastern side of the Tom Clarke Bridge (four number) have a limited remaining design life and the removal of these structures and their replacement will be required in the near future.

It is envisaged that vessel collision protection structures on the eastern side of Tom Clarke Bridge will be required at the same locations indefinitely to continue to provide the required level of protection to the Tom Clarke Bridge from vessel collision. Therefore, a programme to replace these structures will be developed at a suitable time to allow the construction of new structures post demolition of the existing.

3. REHABILITATION PROGRAMME & AUTHORISATIONS

The following section comprises the particulars required to be included as part of the rehabilitation schedule as set out in Section 96(4) of the MAP Act. The section provides details in relation to; the decommissioning of infrastructure; the removal of infrastructure; the removal of waste material (i.e., a) b) and f) as listed in Section 96(2) of the MAP Act). Following completion of the rehabilitation works described herein, the relevant parts of the maritime area will be returned to a satisfactory state in accordance with Section 96 of the Maritime Area Planning Act 2021.

3.1 Programme Of Rehabilitation & Method of Works

3.1.1 Tom Clarke Bridge

As noted in section 2 above, it is envisaged that a bridge will be required indefinitely at the current location in the maritime area. At the end of its design life, it is anticipated that the Tom Clarke Bridge will be replaced to continue the current usage within the maritime area. An indicative programme of rehabilitation of this part of the maritime area at the end of the structure design life is shown in Table 3.1 below. The estimated timeframe required for the construction of a replacement bridge is 18 to 24 months. Construction of the new bridge is envisaged to take place immediately after the demolition/ rehabilitation works noted in the programme.

Activity	Year 1				Year 2				Year 3				Year 4			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Obtain Required Authorisations (See note 1)																
Scoping of the Demolition/ Rehabilitation Works (see note 2)																
Contractor Procurement																
Demolition/ Rehabilitation Works (See note 1)																

Table 3.1. Indicative Programme of Rehabilitation (Tom Clarke Bridge)

Table Notes

1. Refer to section 3.4.1 for details of the anticipated authorisations needed to undertake the maritime area rehabilitation (licence, consent, approval or any other authorisations).
2. Relates to the preparation of contractor procurement documentation.

An indicative method of works (which may be employed by the contractor) for undertaking the decommissioning and removal of infrastructure and associated waste material is outlined below.

- **Site Preparation:** Establish safety zones. Disconnection of utility supplies servicing the bridge. Mobilize marine plant (jack-up barge or floating pontoon with mobile crane and/ or excavator with suitable attachments (e.g., hydraulic breaker, ripper & grapple), floating crane (Sheerleg)).
- **Removal of Bridge Finishes, Secondary Structure Elements and Movable Span MEICA etc:** Removing surfacing, parapets, lighting columns, decommissioning and removal of mechanical and electrical equipment etc.
- **Removal of Movable Span and Associated Bearings & Track Supports:** Lift movable span using a sheer leg crane on to a barge and remove off site (for future reuse or recycling).

- **Removal of Fixed Span Concrete Beams and Deck Slab** : Saw cut the bridge deck longitudinally and lift bridge beams in pairs or as individual beams using a sheer leg crane on to a barge and remove off site (for recycling).
- **Installation of Temporary Works:**
 - a. Installation of temporary piles and support frame (on the south side of the bascule pier) to allow the control room building to be temporarily relocated (using the sheer leg crane) to this location prior to the bascule pier demolition.
 - b. Implement suitable environmental protection measures such as floating barriers, bubble curtains and turbidity curtains etc. prior to substructure and foundation demolition.
- **Temporary Relocation of Control Room Building**
- **Pier Concrete (Substructure) Removal:** Diamond wire sawing, hydro demolition or breaking the pier concrete into smaller sections (to allow removal by crane).
- **Bridge Pile (Foundation) Removal:** Removing steel piles with a vibratory hammer suspended from a crane.
- **Removal of temporary works from the river** (temporary works as noted above).
- **Reinstatement of river bed:** Reinstatement of sediment post works (using jetting).
- **Disposal/ Recycling:** Transporting removed materials brought to land (surfacing, deck furniture (parapets, lighting columns etc), concrete rubble and reinforcement and structural steel) to a EPA licenced recycling or landfill facility.

3.1.2 Vessel Collision Protection Structures

As noted in section 2 above, the vessel collision protection structures on the western side of the Tom Clarke Bridge (two number) will be demolished as part of the PTCB project to facilitate the construction of the Point Bridge. An indicative programme of rehabilitation of this part of the maritime area is shown in Table 3.2 below. The programme shown aligns with the PTCB project programme.

Activity (see note 1)	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Obtain Required Authorisations (See note 2)												
Scoping of the Demolition/ Rehabilitation Works (see note 3)												
Contractor Procurement												
Demolition/ Rehabilitation Works (See note 2)												

Table 3.2. Indicative Programme of Rehabilitation (Vessel Collision Protection structures - western side of the Tom Clarke Bridge (two number))

Table Notes

1. Activities undertaken as part of the PTCB Project.
2. Refer to section 3.4.2 for details of the anticipated authorisations needed to undertake the maritime area rehabilitation (licence, consent, approval or any other authorisations).
3. Relates to the preparation of contractor procurement documentation.

An indicative method of works (which may be employed by the contractor) for undertaking the decommissioning and removal of infrastructure and associated waste material is outlined below.

- **Site Preparation:** Establish safety zones. Mobilize marine plant (jack-up barge or floating pontoon) with mobile crane and/ or excavator with suitable attachments (e.g., hydraulic breaker, ripper & grapple). Implement suitable environmental protection measures such as floating barriers, bubble curtains and turbidity curtains etc.
- **Removal of Secondary Structure Elements and Fittings:** Removing non-structural elements like ladders, mooring points, marker lights and timber fenders.
- **Concrete Pile Cap Removal:** Diamond wire sawing or breaking the concrete pile cap into smaller sections to allow removal by crane.
- **Pile Removal:** Removing timber piles with a vibratory hammer suspended from a crane. Where a timber pile is too fragile a direct pull (hydraulic claw) or cutting the pile may be used (Excavating sediment around piles (using jetting) and cutting them 1 meter below the mudline (using hydraulic or pneumatic chainsaws operated by commercial divers).
- **Reinstatement of river bed:** Reinstatement of sediment post works (using jetting).
- **Disposal/Recycling:** Transporting removed materials (concrete and steel) to land and removal to an EPA licenced recycling or landfill facility.

As noted in section 2 above, the vessel collision protection structures on the eastern side of the Tom Clarke Bridge (four number) will need to be demolished in the near future. The programme of rehabilitation of the maritime area at these structures and method of works will be similar to that outlined above for the west side structures (Table 3.2). Following these works it is envisaged that similar replacement structures will be constructed at the same location as part of the same works contract. The estimated timeframe required for these works is 6 to 9 months (which are envisaged to take place immediately after the demolition/ rehabilitation works noted in the programme).

3.2 Proposed Rehabilitation Programme Start & End Dates

3.2.1 Tom Clarke Bridge

The proposed rehabilitation programme start date is unknown at this stage. The precise start date can only be ascertained once the end of the structure life is decided upon. An indicative start and end date is provided below in Table 3.3 based on the current estimate of minimum remaining design life of the structure (50 years).

	Start	End
Tom Clarke Bridge (see note 1)	Q1 2076	Q1 2080

Table 3.3. Indicative Rehabilitation Programme Dates (Tom Clarke Bridge)

Table Notes

1. The end date noted excludes the construction of a replacement bridge structure (indicative timeframe for these works is noted in section 3.1.1 above).

3.2.2 Vessel Collision Protection Structures

The proposed rehabilitation programme dates are as outlined in Table 3.4 below. The dates are indicative only and may change due to external factors (Funding approvals, extended authorisation durations etc).

	Start	End
Western side of the Tom Clarke Bridge (Two Areas with structure)	Q1 2027	Q1 2030
Eastern side of the Tom Clarke Bridge (Four Areas with structure (see note 1))	Q1 2035	Q1 2038

Table 3.4. Indicative Rehabilitation Programme Dates (Vessel Collision Protection structures)

Notes

1. The end date noted excludes the construction of replacement structures (indicative programme for these works is noted in section 3.1.2 above).

3.3 Estimated Costs Of Rehabilitation Programme

3.3.1 Tom Clarke Bridge

The estimated costs of the rehabilitation programme (as defined in section 3.1.1 above) are outlined in Table 3.5 below.

	Estimated Rehabilitation Programme Costs (See note 1)
Tom Clarke Bridge (see note 2)	€5m - €6m

Table 3.5. Estimated Costs Of Rehabilitation Programme (Tom Clarke Bridge)

Notes

1. Cost noted are present value costs.
2. Costs exclude the envisaged construction of a replacement bridge structure at the same location. The estimated construction cost for replacement structure is in the range of €30-40 million (present value costs – excluding allowances for project risk and contingency).

3.3.2 Vessel Collision Protection Structures

The estimated costs of the rehabilitation programme (as defined in section 3.1.2 above) are outlined in Table 3.6 below.

	Estimated Rehabilitation Programme Costs (See note 1)
Western side of the Tom Clarke Bridge (Two Areas with structure)	€400k - €600k
Eastern side of the Tom Clarke Bridge (Four Areas with structure) (See note 2)	€600k - €800k

Table 3.6. Estimated Costs Of Rehabilitation Programme (Vessel Collision Protection structures)

Notes

1. Cost noted are present value costs.
2. Costs exclude the envisaged construction of replacement vessel collision protection structures at the same location. The estimated construction cost for the replacement

structures (four number) is in the range of €2-3 million (present value costs – excluding allowances for project risk and contingency).

3.4 Required Authorisations

The following authorisations (or their equivalent in the future) are envisaged as being required to be put in place to allow obligations in relation to rehabilitation of the maritime area to be met.

3.4.1 Tom Clarke Bridge

Authorisation for the development noted in the rehabilitation programme in section 3.1.1 will require permission to be sought from An Coimisiún Pleanála. The application will comprise plans and particulars, Environmental Impact Assessment Report (EIAR) and Natura Impact Statement (NIS)). Approvals will be required from the Office of Public Works and the minister (section 245 of the Local Government Act, 2001). Prior to completing the works, authorisation will be required from the below for the method of works;

- Dublin Port Company ((DPC) - the Local Lighthouse Authority) and the Commissioner of Irish Lights (CIL) in relation to the structure Aids to Navigation (AtoN) and any temporary AtoN requirements;
- National Monuments Service (NMS) in the form of archaeological excavation/ monitoring licences for the works;
- Gas Networks Ireland (GNI) in relation to the method of works for demolition of the structure piles which are in the vicinity of GNI Abbotstown to Poolbeg high -pressure gas main tunnel;
- Dublin City Council in relation to the method of works for demolition of the structure piles which are in the vicinity of the 1926 Liffey Service Tunnel.
- Inland Fisheries Ireland and National Parks and Wildlife Service (NPWS).

The timelines for obtaining the above authorisations are addressed in the indicative programme in Table 3.1.

3.4.2 Vessel Collision Protection Structures

As noted in section 2 above, the vessel collision protection structures on the western side of the Tom Clarke Bridge (two number) will be demolished as part of the PTCB project to facilitate the construction of the Point Bridge. Permission for this development will be sought from An Coimisiún Pleanála (application will comprise plans and particulars, Environmental Impact Assessment Report (EIAR) and Natura Impact Statement (NIS)). Prior to completing the works, authorisation will be required from;

- Dublin Port Company ((DPC) - the Local Lighthouse Authority) and the Commissioner of Irish Lights (CIL) in relation to the structures Aids to Navigation (AtoN);
- National Monuments Service (NMS) in the form of archaeological excavation/ monitoring licences for the works;
- Gas Networks Ireland (GNI) in relation to the method of works for demolition of the structure piles which are in the vicinity of GNI Abbotstown to Poolbeg high -pressure gas main tunnel.
- Inland Fisheries Ireland and National Parks and Wildlife Service (NPWS).

As noted in section 2 above, the vessel collision protection structures on the eastern side of the Tom Clarke Bridge (four number) will need to be demolished in the near future. Permission for this development will be sought under Part VIII of the Planning

and Development Regulations 2001 (as amended). Prior to completing the works, authorisation will be required from DPC, CIL, NMS & NPWS as outlined above.

The timelines for obtaining the above authorisations are addressed in the indicative programme in Table 3.2.

EXECUTION OF THE MARITIME AREA CONSENT

This Maritime Area Consent is executed by Karen Creed on behalf of the Grantor who has been authorised to grant this Maritime Area Consent pursuant to Section 81(1)(a) of the Act.

Signed: 

Date: 05 June 2026

Dr. Karen Creed
Director of Maritime Authorisations
Maritime Area Regulatory Authority