



An tÚdarás Rialála Limistéir Mhuirí  
Maritime Area Regulatory Authority

MARITIME AREA CONSENT (MAC)  
FOR  
ROAD INFRASTRUCTURE AT RINGSEND TO CITY CENTRE, CO.  
DUBLIN

TO

NATIONAL TRANSPORT AUTHORITY

MAC20230034

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### PARTICULARS SCHEDULE

<b>Maritime Area Consent Reference Number:</b>	MAC20230034
<b>Grantor:</b>	Maritime Area Regulatory Authority
<b>Grantor address:</b>	2 <sup>nd</sup> Floor, Menapia House, Drinagh Business Park, Drinagh Wexford, Y35 RF29
<b>Holder:</b>	National Transport Authority
<b>Holder registered address:</b>	Dún Scéine, Harcourt Lane, Dublin 2
<b>MAC Commencement Date:</b>	17 April 2026
<b>Term:</b>	120 years from the MAC Commencement Date
<b>Levy Payment Date:</b>	One month after the MAC Commencement Date and on every successive anniversary of the MAC Commencement Date thereafter for the duration of the Term.
<b>Consent Area:</b>	That part of the maritime area marked red on the map attached hereto.
<b>Permitted Maritime Usage:</b>	The construction, use, operation and maintenance of infrastructure relating to the Ringsend to City Centre Core Bus Corridor Scheme including all associated decommissioning, demolition, rehabilitation, and any other works required on foot of any development permission relating to the infrastructure.

<b>Date by which Financial Close must be achieved:</b>	18 months from the date of grant of Development Permission
<b>Appendix containing spatial representation of the Consent Area:</b>	Appendix 1
<b>Appendix containing Rehabilitation Schedule:</b>	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) **“Financial Close”** means the date where funding to achieve build completion / commercial operation of the MAC project is secured and available for drawdown.
- (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 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 6 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 1993 approval”** means approval by An Coimisiún Pleanála under section 51 of Roads Act 1993.
- (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 any unincorporated association or 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, except where use on an exclusive basis is required and provided for under another authorisation or enactment.
- 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 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 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
- 3.7 The Holder shall implement the mitigation measures in Section 7.1 of the *Navigational Risk Assessment (February 2026)*.

- 3.8 The Holder shall;
- (a) at least annually from the anniversary of the MAC Commencement date; and
  - (b) whenever required to do so by the Grantor, produce to the Grantor for inspection, evidence of compliance with Condition 3.7.

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 Section 51 Roads Act 1993 approval.

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

#### 5. **COMPLIANCE WITH THE CONSENT AND APPLICABLE LAWS**

- 5.1 The Holder shall not use the Consent Area for any purpose other than the Permitted Maritime Usage.
- 5.2 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.
- 5.3 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.

## 6. LEVY

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

## 7. FIT AND PROPER PERSON

7.1 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.

## 8. SECURITY AND FINANCING

8.1 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.

8.2 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.

8.3 The Holder shall have achieved Financial Close relating to the Permitted Maritime Usage the subject of this Consent on or before the date set out in the Particulars Schedule. This date may be extended on request in writing by the Holder and provided the Grantor is satisfied that there are reasonable grounds for doing so and the extension does not constitute a material amendment to this Consent.

8.4 Without prejudice to any other remedies available pursuant to this Consent and at Law, this Consent shall terminate immediately in the event that Financial Close for the Permitted Maritime Usage is not achieved in accordance with the requirements of condition 8.3.

8.5 In the event that Financial Close for the Permitted Maritime Usage is achieved, the following provisions shall apply:

(a) The Holder shall furnish the Grantor with evidence of Financial Close as

soon as practicable after it has been achieved.

(b) The Holder shall give the Grantor a copy of any material alteration to the funding arrangements as soon as practicable after the alteration has been made, the provisions of condition 9 and of the Act shall apply.

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.

## 9. CHANGE IN CIRCUMSTANCES

9.1 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.

## 10. INDEMNITY

10.1 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.

10.2 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.

10.3 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.

10.4 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.

## 11. **INSURANCE**

11.1 Without prejudice to the Holder's liability to indemnify the Grantor which shall be unlimited (and others as specified in condition 10), 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- invalidation clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiation 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.

11.2 Where the Grantor deems that the limit of the public liability insurance policy in condition 11.1(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.

## 12. INSPECTION AND INVESTIGATIONS

12.1 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).

12.2 Without prejudice to the generality of condition 12.1, 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.

12.3 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.

12.4 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.

### 13. REHABILITATION

13.1 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.

13.2 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.

13.3 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 any other

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

13.4 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 13 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 1993 approval and any other consent required.

#### 14. REHABILITATION FINANCIAL PROVISION

14.1 The provisions of this condition 14 are subject to the requirements of any Development Permission authorising the Permitted Maritime Usage and section 87 of the Act shall apply to any irreconciliation arising.

14.2 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 13 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.

14.3 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.

14.4 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.

14.5 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.

**15. CHANGE OF CONTROL**

15.1 A Change of Control shall constitute a material breach of this Consent unless the provisions in condition 15.2 are complied with by the Holder and consent in writing is given by the Grantor.

15.2 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.

**16. JOINT AND SEVERAL OBLIGATIONS**

16.1 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.

**17. FORCE MAJEURE**

17.1 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 17, 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.

17.2 Condition 17.1(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.

## 18. EXERCISE OF RIGHTS

18.1 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 Development Permission), 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.

## 19. RELATIONSHIP OF THE PARTIES

19.1 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.

19.2 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.

19.3 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.

## 20. SEVERANCE

20.1 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.

20.2 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.

## 21. **GOVERNING LAW AND JURISDICTION**

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

21.2 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.

21.3 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.

## 22. **STAKEHOLDER ENGAGEMENT PLAN**

22.1 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.

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

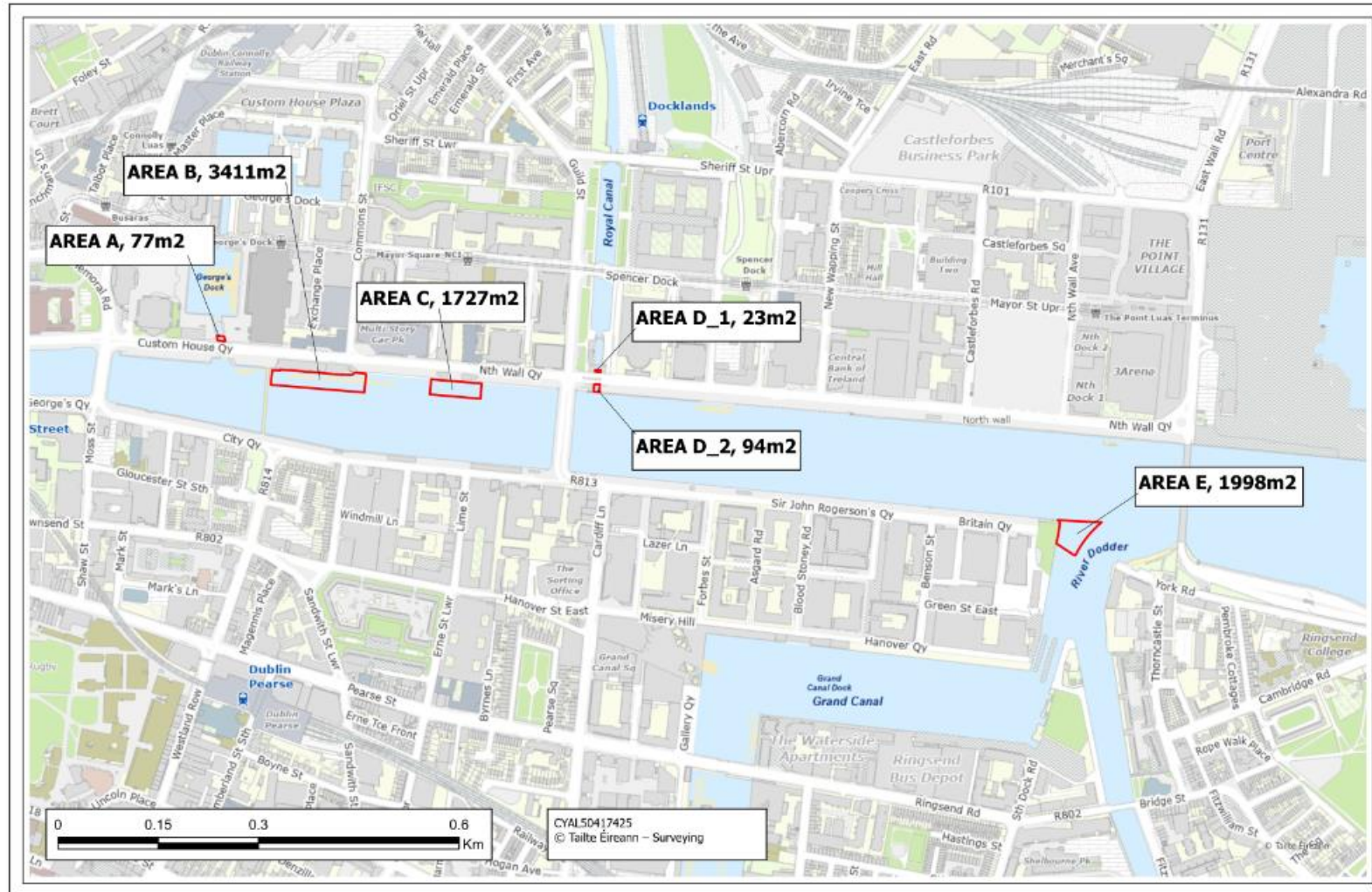
## **APPENDIX 1**

### **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 MAC20230034” surrounded by a red line (Map reference drawing number MAC20230034-001).

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

# MAC MAP



Drawn by: MTM  
Approved by: PN  
Date: 12/03/2026  
Dwg. No.: MAC20230034-001  
Projection: ITM  
Scale: 1:5,000 @BAJ

Notes:  
1. Georeferenced 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  
MAC20230034

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



APPENDIX 2  
REHABILITATION SCHEDULE

**Ringsend to  
City Centre Core  
Bus Corridor Scheme**  
Jan 2026

**Marine Area  
Consent**

**Rehabilitation  
Schedule**

**BUS  
CONNECTS**  
SUSTAINABLE TRANSPORT FOR A BETTER CITY.

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6. Custom House Quay Boardwalk Ringsend	18

## 1 Introduction

This document is the Rehabilitation Report for the Ringsend to City Centre Core Bus Corridor Scheme (referred to as the Proposed Scheme throughout this report). The Proposed Scheme will support integrated sustainable transport usage through infrastructure improvements for active travel (both walking and cycling), and the provision of enhanced bus priority measures for existing (both public and private) and all future services who will use the corridor.

The Proposed Scheme has an overall length of approximately 4.3km (2 x 1.6km along the River Liffey Quays and 1.1km of cycle route through Ringsend and Irishtown to Sean Moore Road) and is routed along the north and south quays River Liffey, linking the city centre with the Docklands and an onward cycling connection to Ringsend and Irishtown, all within the County of Dublin and within the Dublin City Council (DCC) administrative area. The Proposed Scheme will involve works on existing streets, the relocation of both pairs of Scherzer Bridges along the north quays and the provision of a new opening bridge across the River Dodder (i.e., the Dodder Public Transport Opening Bridge (DPTOB)) will create a new pedestrian, cycle and public transport connection between Sir John Rogerson’s Quay and East Link Road by way of segregated cycling facilities and bus priority infrastructure.

The route of the Proposed Scheme is shown in Fig 1.1.

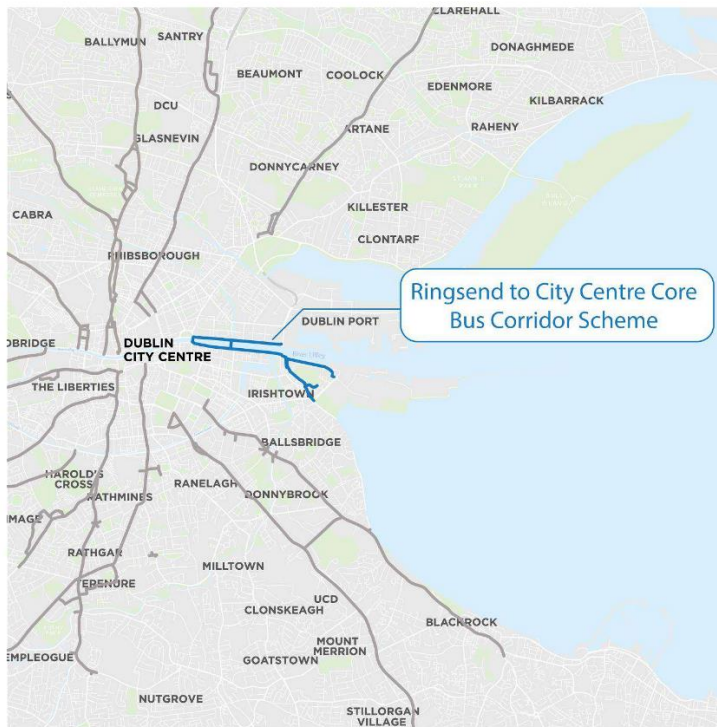
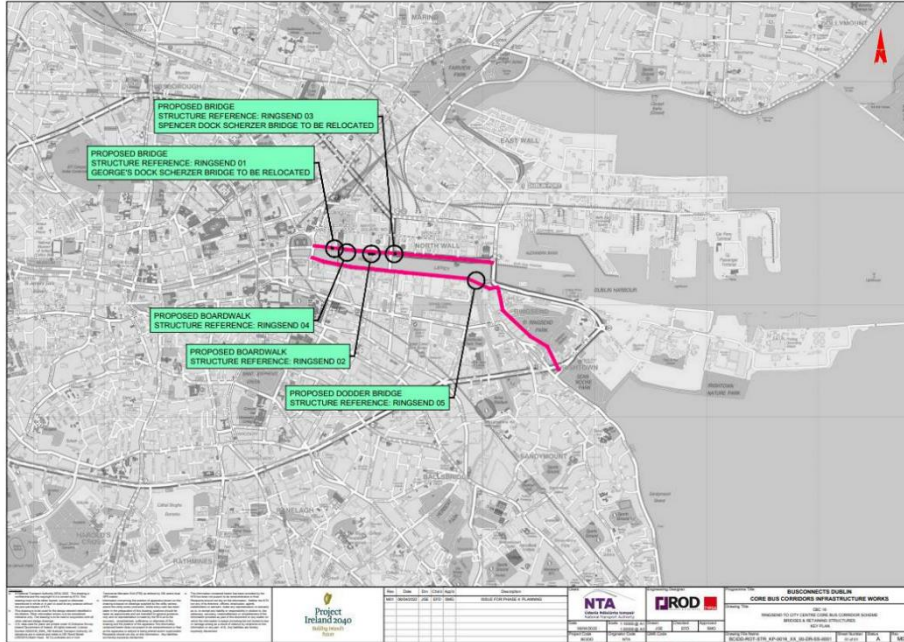


Figure 1.1 – Route of the Proposed Scheme



**Figure 1.2 – Key Structures for the Proposed Scheme**

There are 5 no. key structures required for the Proposed Scheme:

- Structure 1 – Dodder Public Transport (Opening) Bridge
- Structure 2 - New and Relocated Bridges at George’s Dock (Scherzer Bridges)
- Structure 3 – Boardwalk at North Wall Quay
- Structure 4 - New and Relocated Bridges at Spencer Dock/ Royal Canal (Scherzer Bridges)
- Structure 5 – Custom House Quay Boardwalk Ringsend

This report outlines the rehabilitation strategies for these structures.

Ringsend to City Centre Core Bus Corridor is one of twelve core bus corridors proposed for the BusConnects Dublin Programme. The overall costs of the Dublin BusConnects Programme is approximately €2 billion (currently allocated under the National Development Plan).

The anticipated annual rehabilitation/ maintenance costs for these structures is approximately €600,000 per annum. It is design life of these structures is 120 years so demolition/ removals costs are not anticipate for the near term

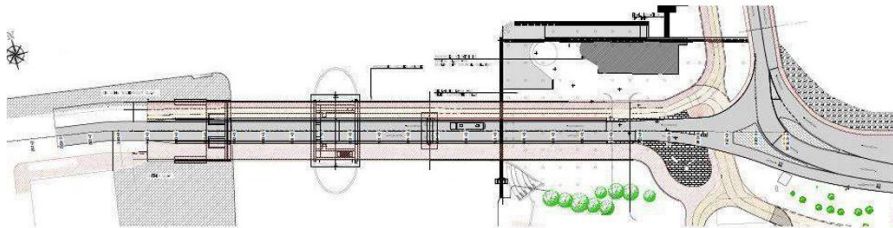
**2 Dodder Public Transportation Opening Bridge**

**2.1 Overview**

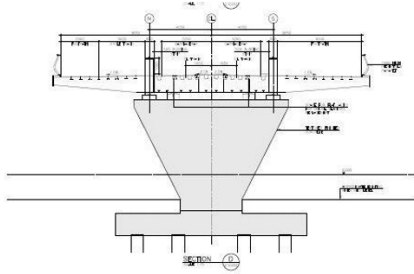
The most significant structure included within the Proposed Scheme is the bridge across the confluence of the River Dodder and the entry channel to Grand Canal Dock with the River Liffey. This multi-span structure includes an opening span to maintain navigation into the Grand Canal Basin. The bridge also requires the construction of a new quay wall on the southwestern corner of the Tom Clarke East Link Bridge. The scheme had previously been developed for Dublin City Council as a standalone scheme prior to its incorporation into the Proposed Scheme.

This bridge comprises an orthotropic steel superstructure over the River Dodder including an opening bascule span. The substructure shall comprise an in-situ reinforced concrete pier and abutments supported by bored cast-in-place concrete foundation piles. The west abutment wingwall includes a short section of back to back retaining walls supporting the road onto Sir John Rogerson’s Quay (west). The proposed bridge will be 96m long and 20.7m wide. The bridge will allow buses, taxis, pedestrians, and cyclists to cross the River Dodder to connect to Ringsend at York Road. No general traffic will be permitted to use this bridge crossing. It will have three spans as shown in Figure 2.1, and the western span will open vertically for passage of boats to the Grand Canal Basin a short distance to the south.

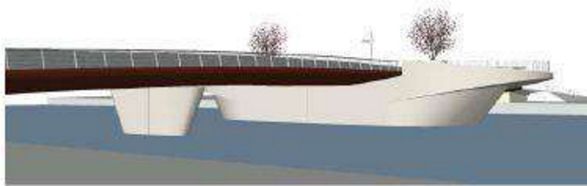
This chapter outlines the rehabilitation strategy for the Dodder Public Transportation Opening Bridge.



**Figure 2.1 – Plan of Proposed Dodder Public Transport Opening Bridge**



**Figure 2.2 – Cross Section and Pier Detail**



**Figure 2.2 – View Looking West Towards Bascule Abutment**

## 2.2 Structural Solution

The Dodder Bridge has three spans. The western span is a single leaf bascule opening span of length 33.0m. The central and east spans are continuous, 25.15m and 26.4m respectively. An 11.15 m length of bridge made up of the bascule top slab is between the western and central span. The bridge deck is approximately 20.7 m wide and carries a two-lane carriageway, cycle tracks on the north verge and footpaths to both sides.

In normal operation, the bridge carriageway serves public transport only: initially just buses and taxis. However, the bridge is designed and includes details such that it could be readily converted, without significant structural works or modifications, to take two tracks of electrified light rail (Luas) as well. The superstructure is a painted steel orthotropic deck box with cantilever outstands. All spans are square (no skew).

The bascule trunnion and counterweight backspan are contained within the west bascule pier in the river. A second, smaller slender pier in the river supports the central and east span via articulated bearings. The option of detailing a fixed connection, eliminating the bearing requirement, will be examined at the detailed design stage. The bascule span west abutment is a piled bankseat, founded behind the existing Britain Quay wall but cantilevering out over the top of the wall to support the bearing shelf. The east span abutment is on an area of land reclaimed as part of this scheme. All substructures shall comprise in-situ reinforced concrete construction on reinforced concrete piles. All proposed foundations are bored cast-in-place reinforced concrete piles, socketed into bedrock.

## 2.3 Design Life

The structure is designed in accordance with international standards to have a 120-year design life. Table 2.1 provides a summary of the design life of the key structural elements.

Steel machinery elements (cast or forged)	120 years
Trunnion shafts	120 years
Trunnion bearings or bushings	50 years
Nose lock bushings	25 years
Nose lock bars	50 years
<b>HPU Components:</b>	
• Fabricated components	50 years
• Manifold blocks	50 years
• Valves	25 years
• Seals, gauges	15 years
• Hydraulic Piping	50 years
• Hydraulic Hoses	15 years
<b>Hydraulic Cylinders for Actuation</b>	
• Body, rod, piston, hardware	50 years
• Seals, wear elements	25 years
• Spherical bearings	25 years
Fabrications for the mechanical components	120 years
Electrical equipment	15 years
Corrosion protection system	25 years

**Table 2.1 – Summary of Design Life of Key Structural Component**

### 2.4 Inspection and Maintenance

All structures require regular inspections and routine maintenance and replacement of certain components during their design life. These are the structural concrete, structure steelwork, bridge bearings, movement joints, waterproofing, pedestrian parapets, lighting and lifting span mechanisms. The structure will be subject to a programme of principal inspections along the guidelines of AM-STR06054.

For the design of the steel orthotropic deck, the recommendations of the TII Publication DN-STR-03012 'Design for Durability'. Clause 2.7 recommends that the size of box sections in bridge decks should be such that proper inspection and maintenance within the box can be carried out otherwise the box shall be sealed to prevent water or airborne pollutants from entering the interior of the box. The proposed depth of the deck for the bascule bridge at the centreline of the carriageway is approximately 1.2m. Access would be difficult due to being a confined space with limited height clearance. Therefore, it is proposed to treat the superstructure box of the bascule and fixed bridge as a sealed box with no access. At the detailed design stage, the longitudinal upstand portions (with the localised extended height provision) of the superstructure box may be considered for access use.

Deck steelwork corrosion protection inspection and maintenance will be required. Inspection can be completed from a boat while in the lowered position or using a drone while the bridge is in either the raised or lowered position. Following detailed engagement with the Client’s bridge maintenance department, an Operations and Maintenance Manual methodology for maintenance of the deck corrosion protection system shall be developed. The methodology will mitigate risk of harm for maintainers, the public, river users and the environment as required.

The external panels are planar in shape which will simplify future maintenance. The internal surfaces of the box girders are provided with a reduced corrosion protection system and will be sealed from moisture and debris.

Design and detailing for ease of access for inspection and maintenance operations will be addressed for all aspects. For the bascule bridge superstructure, it is proposed no access will be provided at this stage of the design. Inspection and maintenance of the bascule piers will be relatively

straightforward due to their accessibility from the bridge bascule top slab deck hatches. The substructure piers and abutments, and the reclaimed land pile supported slab comprises largely reinforced concrete which should not incur any substantial maintenance costs and will be designed to achieve the required 120-year design life. Access to the bascule chamber for close inspection may be gained with the assistance of the internal walkways and platforms. The structure can be accessed on foot, using binoculars to get a better view of details where required. All external surfaces of the bridge superstructure can be inspected and maintained from the bridge deck and the river beneath.

## 2.5 Proposed Programme of Rehabilitation

### 2.5.1 Reinforced Concrete

Exposed concrete elements shall have a high-quality texture finish. Otherwise, all concrete elements including the bridge substructure are F1 finish.

C40/50 concrete is proposed for the bridge substructure elements and approach retaining walls. CEM III/A concrete is proposed for most structural concrete as XS3 exposure class conditions are prevalent on site. This contains a high proportion of ground granulated blast furnace slag (GGBS), a by-product of the steel industry. The pile cap / pier concrete includes 50% GGBS cement replacement which increases durability in a marine environment. The reclaimed land's slab and slipway is C32/40, also of 50% GGBS cement replacement. Durability requirements are shown in Table 3.2 for the various concrete elements. The design and detailing of concrete meet the durability requirements of the relevant standards.

All reinforcement is carbon steel high yield grade B500B or B500C and comply with I.S. EN 10080 and BS 4449:2005 (Grade B500B or C).

### 2.5.2 Structural Steelwork

All structural steelwork is typically grade S355, fabricated to the TII Specification for Road Works series 1800 and IS EN 1090. The bridge superstructure is generally of IS EN 1090 welded steel plates to IS EN 10025-2. Secondary steelwork used for access inside the bascule pier is of hot or cold rolled steel sections.

Any bolts used in the bridge superstructure or otherwise subject to bridge loading are preloaded, series HR or HRC to IS EN 14399.

### 2.5.3 Protective Systems to Structural Steelwork

Corrosion protection systems are provided for all structural steelwork components to reflect the exposure and difficulty of access for inspection and repainting. The corrosion protection systems specified reflect best international bridge construction practice.

The structural steelwork shall be provided with a painted corrosion protection system. Modern painting systems have a life of up to 25 years before the first major maintenance painting.

All paintwork is compliant with TII Specification for Roadworks series 1900, options summarised in Table 3.3. As far as is reasonably practicable, all paintwork is shop applied with structural steelwork delivered to site with the full system already applied.

Secondary steelwork, handrails, walkway grillages etc inside the bascule pier and any other access steelwork and handrails forming accesses to bearings shelves at the abutments are hot dip

galvanised to a marine standard (85µm minimum coating thickness) which will meet or exceed the required life to maintenance/replacement.

**2.5.4 Parapets**

Vehicular parapets shall be steel which will be corrosion protection painted similar to the superstructure external surfaces. Pedestrian parapets on the deck edges shall be stainless steel.

**2.5.5 Sheet Piles**

Permanent sheet piles are grade S275 or S355. Piles will be of Larssen type (pan depth 480 mm), size to be confirmed at the detailed design stage. Visible areas of sheet piles are to be clad with stone of similar appearance to the Liffey quay walls.

**2.5.6 Backfill**

Structural backfill to the bridge abutments shall be 6N/6P. Backfill to the reclaimed land is 6N/6P under the building and road. Provisionally, 6N/6P shall be used elsewhere as general fill on top of the reclaimed land. However, opportunity may be identified at the detailed design stage or even during construction to use locally won material.

Element	Material	Design Life (Years)	Time to First Inspection (Years)	Frequency of Inspection (Years)	Time to First Replacement (Years)	Time of Removal (Years)
Main Span	Steel	120	5 to visual inspection	Visual Inspection every 2 years	120	Never. This is a permanent structure and will be required indefinitely
Abutments and Piles	Concrete	120	5 to visual inspection	Visual Inspection every 2 years	120	Never
Deck Surfacing	Bituminous	40	5 to visual inspection	Visual Inspection every 2 years	10	Never
Steel Parapet Handrailing	Steel	120	5 to visual inspection	Visual Inspection every 2 years	50	Never

**Table 2.1 Proposed Programme of Rehabilitation**

**2.6 Expected Timelines for Authorisation**

The NTA’s intention is that the Dodder Public Transportation Opening Bridge will be re-used for the same purpose subject to routine inspection and maintenance and in accordance with development permission at the time.

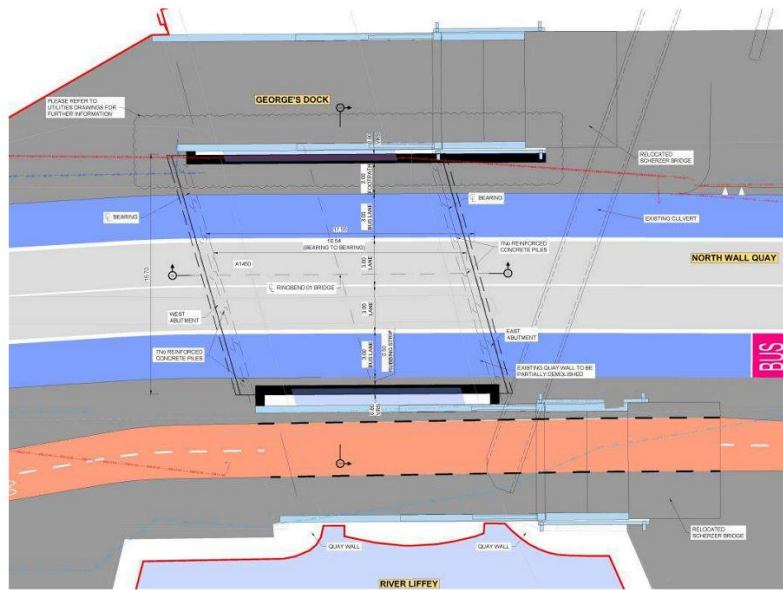
### 3 New and Relocated Bridges at Georges Dock

#### 3.1 Overview

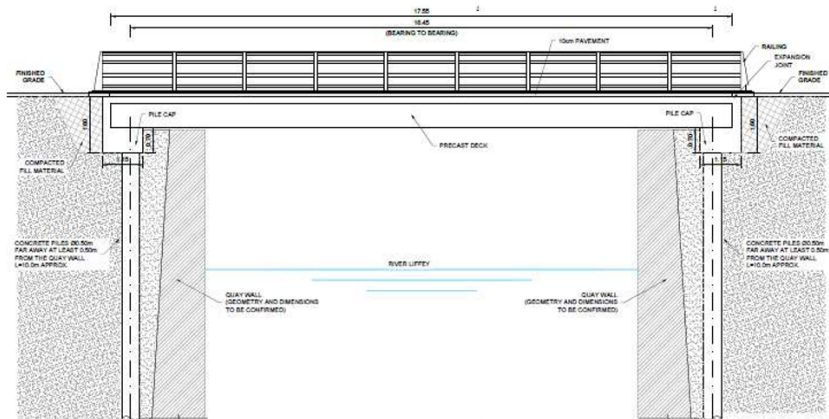
The purpose of the proposed bridge design at this location is to provide increased lane capacity for cyclists and public transport in comparison to the existing Scherzer Bridges in the George’s Dock area. The design requirements cannot be accommodated within the configuration of the existing structures. The proposed solution therefore is to construct a new road bridge at the location of the existing Scherzer Bridges in the area. There is however a desire to keep the existing Scherzer Bridges in operation due to their historic and unique nature.

The proposal is that these existing bridges will be relocated adjacent to the new bridge, and will accommodate the new cycle lane and footpaths. A composite plan view of the new bridge together with the existing Scherzer bridges in their new position is shown in Figure 3.1 below. The new bridge is skewed in plan due to the new abutments being parallel to the direction of the existing quay walls. The structural configuration is a single span, fully integral portal bridge 17.55 m long and 15.70 m wide, as shown in Figure 3.2 below.

This chapter outlines the rehabilitation strategy for the New and Relocated Bridges at Georges Dock.



**Figure 3.1 – Composite View of New Structure and Relocated Scherzer Bridges**



**Figure 3.2 – Side Elevation of New Structure at Georges Dock**

### 3.2 Structural Solution

The existing Scherzer Bridges are protected structures. They comprise steel bascule (or rolling lift) bridges, constructed in 1911, to control the raising and lowering of the North Wall Quay / Custom House Quay roadway to allow clearance for access to George’s Dock and the Royal Canal by water underneath.

To facilitate the construction of the proposed widened bus corridor scheme, the Scherzer Bridges shall be dismantled and removed off site, shot blasted, re-painted (including any repairs necessary) and then re-assembled adjacent to the proposed bridge new foundations will be constructed to support the Scherzer Bridges at their proposed location. The relocated Scherzer Bridges will be used to carry the new cycle lanes and footpaths which will increase the overall width of the existing carriageway.

The Scherzer Bridges are historic structures and will be kept in the existing form. All structural steel shall be cleaned, repaired where necessary and repainted.

The level of the Scherzer’s Bridges after the relocation will match the level of the existing carriageway, maintaining the overall aesthetic to the area while providing continuity to the bus and traffic lanes to North Wall Quay.

The new bridge is to carry a four-lane road - 2No. bus lanes and 2No. traffic lanes, one lane of each type per direction. The road layout also includes 2No. rubbing strips, and the bridge deck allows for sufficient space for the traffic restraint system at both sides.

The proposed bridge will be supported on piled foundations. The bridge’s foundation consists of 6No. reinforced concrete piles of 0.50 m diameter per abutment; a reinforced concrete pile cap at the top of the piles, to transfer the loads from the deck to the piles; and a ballast wall to retain the ground. The length of the piles has been estimated to be approximately 16.5m (this figure will be finalised in later design stages). The integral connection between the deck and the substructure is to be made at the pile cap during construction. Due to the bridge being integral, expansion joints are not needed

### 3.3 Design Life

The new structure is designed in accordance with international standards to have a 120-year design life.

Corrosion protection for the Scherzer Bridges shall be carried out in accordance with the maintenance painting clauses of Series 1900 of the TII Specification.

In addition, the specification of suitable materials will enhance durability and reduce the maintenance liability. The following measures are proposed:

- Durable concrete to be provided in accordance with TII DN-STR-03012 (formerly BD 57);
- Buried concrete surfaces to be waterproofed in accordance with the TII Specification for Road Works;
- Stainless steel reinforcement to be provided in elements that are subject to de-icing salts and that are particularly vulnerable;
- Bridge deck to be waterproofed with a spray applied system that has a current BBA / IAB Certificate.

### 3.4 Inspection and Maintenance

The inspection of bridges shall be carried out in accordance with TII procedures by suitably qualified personnel who shall be responsible for providing the relevant equipment and establishing traffic management appropriate to the type of inspection being carried out.

Inspection of most parts of the bridges can be done from finished road level. Inspection of the soffit of the proposed bridge shall be carried out from George's Dock Canal / Spencer Dock.

The top of the structure will be accessible from North Wall Quay / Custom House Quay. The underside can be inspected from George's Dock Canal / Spencer Dock.

### 3.5 Proposed Maintenance of Rehabilitation

#### 3.5.1 Superstructure

All structural steelwork surfaces will be visible for inspection. The overhead assembly can be inspected using a mobile elevated working platform (MEWP) or scissor lift under a temporary lane closure.

#### 3.5.2 Substructures

The substructures consist of in situ reinforced concrete mostly buried, which should not incur any substantial maintenance costs.

#### 3.5.3 Parapets

Parapets will be shot blasted and painted in accordance with the maintenance painting clauses of Series 1900 of the Specification

Element	Material	Design Life (Years)	Time to First Inspection (Years)	Frequency of Inspection (Years)	Time to First Replacement (Years)	Time of Removal (Years)
Main Span	Steel/ Concrete	120	5 to visual inspection	Visual Inspection every 2 years	120	Never. These are permanent structures and will be required indefinitely
Abutments and Piles	Concrete	120	5 to visual inspection	Visual Inspection every 2 years	120	Never
Deck Surfacing	Bituminous	40	5 to visual inspection	Visual Inspection every 2 years	10	Never
Steel Parapet Handrailing	Steel	120	5 to visual inspection	Visual Inspection every 2 years	50	Never

**Table 3.1 Proposed Programme of Rehabilitation**

### 3.6 Expected Timelines for Authorisation

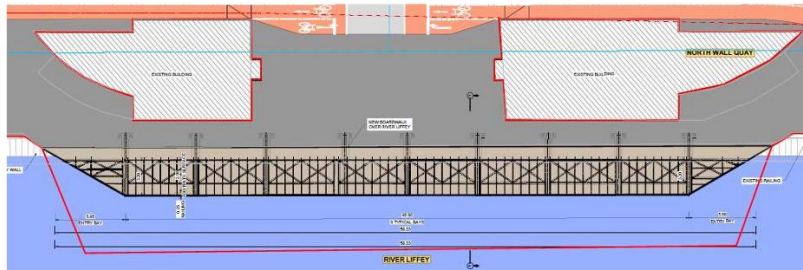
The NTA's intention is that the Scherzer Bridges will be re-used for the same purpose subject to routine inspection and maintenance and in accordance with development permission at the time.

## 4 Boardwalk at North Wall Quay

### 4.1 Overview

The available footpath space at the intersection of Excise Walk and North Wall Quay is constrained by the presence of 2 No. commercial units / restaurants. To increase the available space for pedestrians, a new cantilevered footpath extension is proposed above the River Liffey. The plan view of the new structure is shown in Fig 4.1

This chapter outlines the rehabilitation strategy for the Ringsend Structure 01 Bridge.



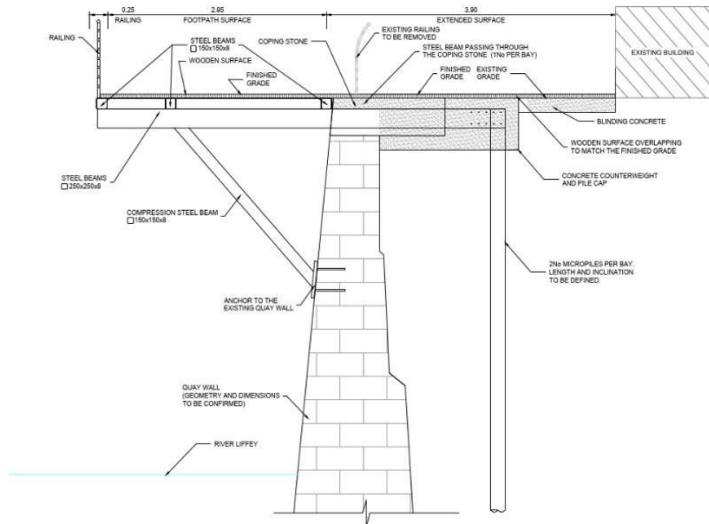
**Figure 4.1 – Plan View**

### 4.2 Structural Solution

The new structure is a boardwalk or elevated walkway cantilevering from the existing quay Wall. The boardwalk has a total length of 58.33 m and a width of 3.20 m, measured from the edge of the existing quay wall.

The structure consists of a cantilevered steel deck, supported by a compression steel beam anchored to the front face of the existing quay wall, and with a reinforced concrete back-span counterweight block with tension micropiles at the back of the quay wall. The cantilevered steel deck is formed by the main structural beams, supported by compression steel beams. These are embedded into the concrete counterweight block by steel beam X-bracings, between the main beams. Transverse steel I-section beams are employed to support the timber deck. Anti-slip timber planks form the deck, will be constructed on top of the bracings and the counterweight concrete block to provide a uniform walking surface. The typical section of the structure is shown in Figure 4.2.

The coping stones atop the quay wall and the wall itself will be partially demolished to accommodate the new boardwalk. The main beams will span over the existing quay wall without being in direct contact; therefore, there will not be additional vertical loads on top of the quay wall.



**Figure 4.2 – Typical Section**

### 4.3 Design Life

The proposed structure will be designed to achieve the required 120 years design life.

In addition, the specification of suitable materials will enhance durability and reduce the maintenance liability. The following measures are proposed:

- Durable concrete to be provided in accordance with TII DN-STR-03012 (formerly BD 57);
- Buried concrete surfaces to be waterproofed in accordance with the TII Specification for Road Works;
- Contract Documents should make allowance for impregnation and coating of steel beams to prevent corrosion;
- The timber planks for the deck will have a shorter service life than the structure. Therefore, it will need to be replaced during the whole service life of the structure.

### 4.4 Inspection and Maintenance

The inspection of bridges shall be carried out in accordance with TII procedures by suitably qualified personnel who shall be responsible for providing the relevant equipment and establishing traffic management appropriate to the type of inspection being carried out.

Inspection of most parts of the structure can be done from deck level. Inspection of the soffit of the proposed walkway shall be carried out from the River Liffey.

### 4.5 Proposed Maintenance of Rehabilitation

#### 4.5.1 Superstructure

Structural steelwork will require regular inspection and maintenance, with major maintenance (paint system) required every 20 years.

#### 4.5.2 Substructures

The substructures consist of in situ reinforced concrete, which should not incur any substantial maintenance costs.

#### 4.5.3 Parapets

The parapet design is yet to be agreed with the Client. Nevertheless, it shall employ materials with low to no maintenance requirements (i.e. glass, galvanised steel parapets, etc.).

Element	Material	Design Life (Years)	Time to First Inspection (Years)	Frequency of Inspection (Years)	Time to First Replacement (Years)	Time of Removal (Years)
Main Span	Steel	120	5 to visual inspection	Visual Inspection every 2 years	120	Never. This a permanent structures and will be required indefinitely
Abutments and Piles	Steel	120	5 to visual inspection	Visual Inspection every 2 years	120	Never
Deck Surfacing	Wood	40	5 to visual inspection	Visual Inspection every 2 years	10	Never
Steel Parapet Handrailing	Steel	120	5 to visual inspection	Visual Inspection every 2 years	50	Never

**Table 4.1 Proposed Programme of Rehabilitation**

#### 4.6 Expected Timelines for Authorisation

The NTA's intention is that the Boardwalk at North Wall Quay will be re-used for the same purpose subject to routine inspection and maintenance and in accordance with development permission at the time.

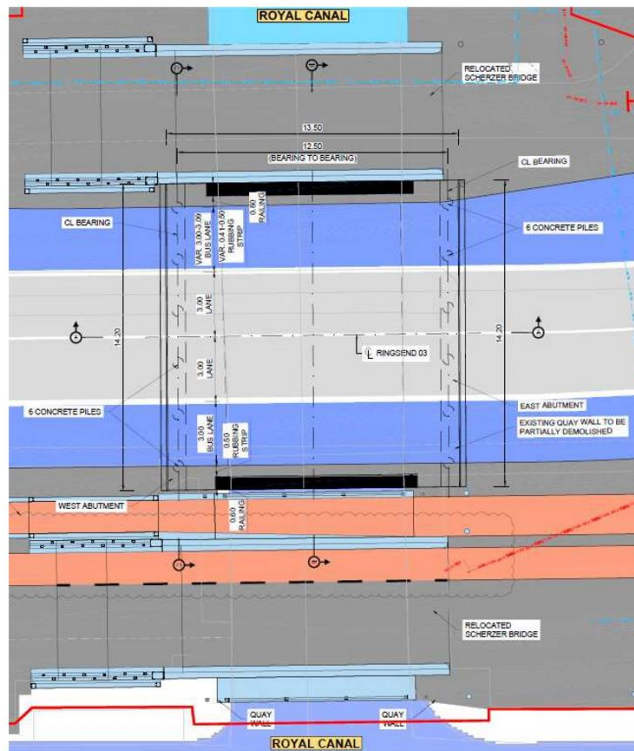
**5 New and Relocated Bridges at Royal Canal**

**5.1 Overview**

As part of the Proposed Scheme, the design provides increased lane capacity for cyclists and public transport in comparison to that available in the existing Scherzer Bridges in the Spencer Dock area where the Royal Canal enters the River Liffey. The proposed design cannot be accommodated within the layout of existing structures. Therefore, it is proposed to construct a new road bridge at the location of the existing bridges in the area. There is, however, a desire to keep the existing Scherzer Bridges in operation due to their historic and unique nature; therefore, the existing bridges are to be relocated adjacent to the new bridge, to carry the new cycle lane and footpaths

The plan view of the new Ringsend bridge and the existing Scherzer Bridges relocated to their new position are shown in Figure 5.1.

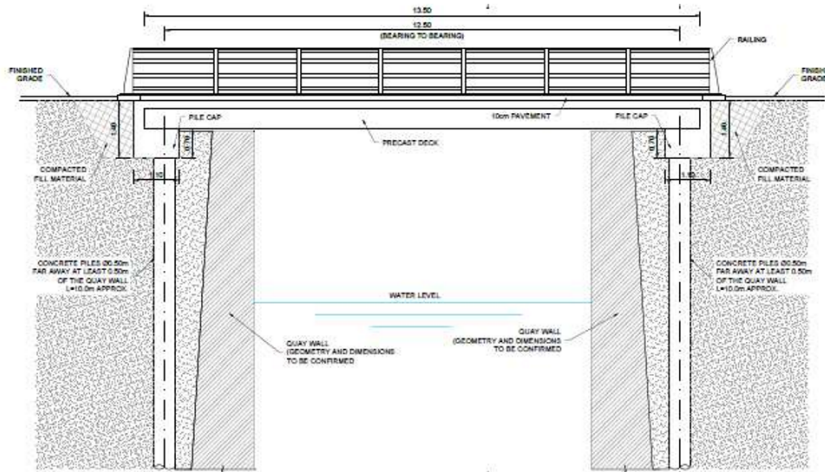
This chapter outlines the rehabilitation strategy for the New and Relocated Bridges at Spencer Dock.



**Figure 5.1 – Composite View of New Structure and Relocated Scherzer Bridges**

The new bridge is slightly skewed in plan due to the new abutments are parallel to the direction of the existing quay walls.

The new bridge is a single span, fully integral portal bridge 13.50m long and 14.20m wide. Figure 5.2 shows the elevation view of the bridge.



**Figure 5.2 – Side Elevation of New Structure at Spencer Dock/ Royal Canal**

## 5.2 Structural Solution

The existing Scherzer Bridges are protected structures. They comprise steel bascule (or rolling lift) bridges, constructed in 1911, to control the raising and lowering of the North Wall Quay / Custom House Quay roadway to allow clearance for access to George’s Dock and the Royal Canal by water underneath.

To facilitate the construction of the proposed widened bus corridor scheme, the Scherzer Bridges shall be dismantled and removed off site, shot blasted, re-painted (including any repairs necessary) and then re-assembled adjacent to the proposed bridge new foundations will be constructed to support the Scherzer Bridges at their proposed location. The relocated Scherzer Bridges will be used to carry the new cycle lanes and footpaths which will increase the overall width of the existing carriageway.

The Scherzer Bridges are historic structures and will be kept in the existing form. All structural steel shall be cleaned, repaired where necessary and repainted.

The level of the Scherzer’s Bridges after the relocation will match the level of the existing carriageway, maintaining the overall aesthetic to the area while providing continuity to the bus and traffic lanes to North Wall Quay.

The new bridge is to carry a four-lane road - 2No. bus lanes and 2No. traffic lanes, one lane of each type per direction. The road layout also includes 2No. rubbing strips, and the bridge deck allows for sufficient space for the traffic restraint system at both sides.

The proposed bridge will be supported on piled foundations. The bridge’s foundation consists of 6No. reinforced concrete piles of 0.50 m diameter per abutment; a reinforced concrete pile cap at

the top of the piles, to transfer the loads from the deck to the piles; and a ballast wall to retain the ground. The length of the piles has been estimated to be approximately 16.5m (this figure will be finalised in later design stages). The integral connection between the deck and the substructure is to be made at the pile cap during construction. Due to the bridge being integral, expansion joints are not needed

### 5.3 Design Life

The new structure is designed in accordance with international standards to have a 120-year design life.

Corrosion protection for the Scherzer Bridges shall be carried out in accordance with the maintenance painting clauses of Series 1900 of the TII Specification.

In addition, the specification of suitable materials will enhance durability and reduce the maintenance liability. The following measures are proposed:

- Durable concrete to be provided in accordance with TII DN-STR-03012 (formerly BD 57);
- Buried concrete surfaces to be waterproofed in accordance with the TII Specification for Road Works;
- Stainless steel reinforcement to be provided in elements that are subject to de-icing salts and that are particularly vulnerable;
- Bridge deck to be waterproofed with a spray applied system that has a current BBA / IAB Certificate.

### 5.4 Inspection and Maintenance

The inspection of bridges shall be carried out in accordance with TII procedures by suitably qualified personnel who shall be responsible for providing the relevant equipment and establishing traffic management appropriate to the type of inspection being carried out.

Inspection of most parts of the bridges can be done from finished road level. Inspection of the soffit of the proposed bridge shall be carried out from George's Dock Canal / Spencer Dock.

The top of the structure will be accessible from North Wall Quay / Custom House Quay. The underside can be inspected from George's Dock Canal / Spencer Dock.

### 5.5 Proposed Maintenance of Rehabilitation

#### 5.5.1 Superstructure

All structural steelwork surfaces will be visible for inspection. The overhead assembly can be inspected using a mobile elevated working platform (MEWP) or scissor lift under a temporary lane closure.

#### 5.5.2 Substructures

The substructures consist of in situ reinforced concrete mostly buried, which should not incur any substantial maintenance costs.

#### 5.5.3 Parapets

Parapets will be shot blasted and painted in accordance with the maintenance painting clauses of Series 1900 of the Specification.

Element	Material	Design Life (Years)	Time to First Inspection (Years)	Frequency of Inspection (Years)	Time to First Replacement (Years)	Time of Removal (Years)
Main Span	Concrete/ Still	120	5 to visual inspection	Visual Inspection every 2 years	120	Never. These are permanent structures and will be required indefinitely
Abutments and Piles	Concrete	120	5 to visual inspection	Visual Inspection every 2 years	120	Never
Deck Surfacing	Bituminous	40	5 to visual inspection	Visual Inspection every 2 years	10	Never
Steel Parapet Handrailing	Steel	120	5 to visual inspection	Visual Inspection every 2 years	50	Never

**Table 5.1 Proposed Programme of Rehabilitation**

### 5.6 Expected Timelines for Authorisation

The NTA's intention is that the Scherzer Bridges will be re-used for the same purpose subject to routine inspection and maintenance and in accordance with development permission at the time.

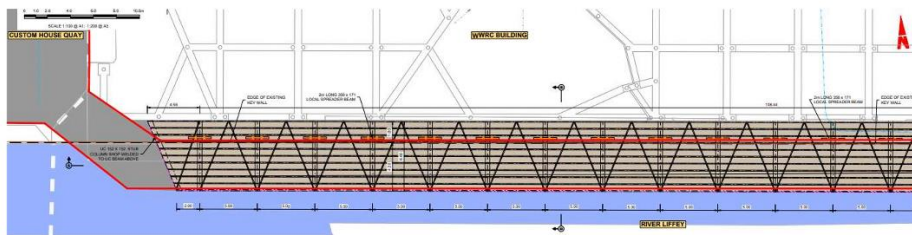
## 6 Custom House Quay Boardwalk

### 6.1 Overview

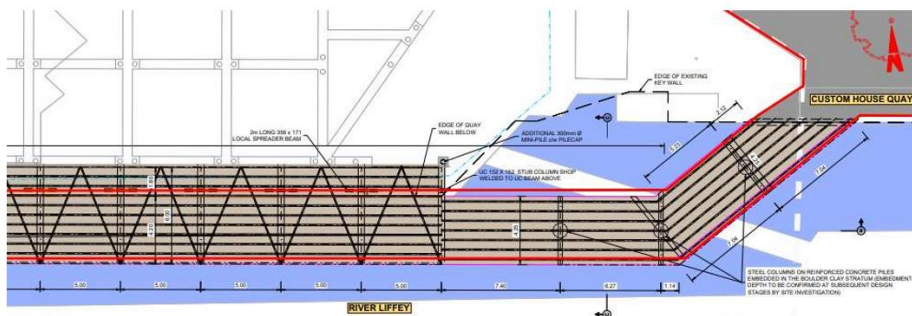
The National Transport Authority (NTA) is seeking to provide a pedestrian walkway alongside Custom House Quay, where the BusConnects proposal involves the provision of bus lanes and cycle lanes, creating a pinch-point in terms of fitting these new lanes into the existing space while leaving space for pedestrians (**Figure 6.1 – Custom House Quay Boardwalk (West)**)

6.1 and **Figure 6.2 – Custom House Quay Boardwalk (East)**). It is situated alongside the proposed White Water Rafting Centre buildings at Custom House Quay, immediately east of the Sean O’Casey pedestrian bridge

This chapter outlines the rehabilitation strategy for the structure.



**Figure 6.1 – Custom House Quay Boardwalk (West)**



**Figure 6.2 – Custom House Quay Boardwalk (East)**

### 6.2 Structural Solution

The new structure is a boardwalk or elevated walkway cantilevering from the building and resting on the existing quay Wall. The boardwalk has a total length of 111 m and a total width of 6m. To achieve this the structure cantilevers 4.2m from the edge of the existing quay wall. It is not possible to cantilever the structure at its eastern end, requiring a free-standing section supported by three piles into the riverbed. The structure form is typical for platforms as there are many walkways like the proposed Ringsend Structure 04 Bridge within the area. Therefore, it is perfectly integrated into its surroundings.

The primary structural loading on the cantilever element will be transferred through the building foundations. The structure will rest on pads atop the existing quay wall, however the load transfer to the quay wall will be minimal, and the existing structure can be retained without modification. The coping stones atop the quay wall and the wall itself will fully maintained. The main beams will span over the existing quay wall without being in direct contact. The freestanding element will be wholly supported by three piles that will be continuous with the piers.

The width of the walkway meets the intention to design a comfortable footpath, increasing the available space for pedestrians within the area.

Architectural pedestrian parapets are proposed to enhance the overall aesthetic of the structure.

### 6.3 Design Life

The proposed structure will be designed to achieve the required 120 years design life.

In addition, the specification of suitable materials will enhance durability and reduce the maintenance liability. The following measures are proposed:

- Durable concrete to be provided in accordance with TII DN-STR-03012 (formerly BD 57);
- Exposed concrete to be surface impregnated and buried concrete surfaces to be waterproofed in accordance with the TII Specification for Road Works;
- Contract Documents should make allowance for impregnation and coating of steel beams to prevent corrosion.

### 6.4 Inspection and Maintenance

The inspection of bridges shall be carried out in accordance with TII procedures by suitably qualified personnel who shall be responsible for providing the relevant equipment and establishing traffic management appropriate to the type of inspection being carried out.

Inspection of most parts of the bridge can be done from deck level. Inspection of the soffit of the proposed bridge shall be carried out from the River Liffey.

### 6.5 Proposed Maintenance of Rehabilitation

#### 6.5.1 Superstructure

Structural steelwork will require regular inspection and maintenance, with major maintenance (paint system) required every 20 years.

#### 6.5.2 Substructures

The substructures consist of in situ reinforced concrete, which should not incur any substantial maintenance costs.

#### 6.5.3 Parapets

The parapet design is yet to be agreed with the Client. Nevertheless, it shall employ materials with low to no maintenance requirements (i.e. glass, galvanised steel parapets, etc.).

Element	Material	Design Life (Years)	Time to First Inspection (Years)	Frequency of Inspection (Years)	Time to First Replacement (Years)	Time of Removal (Years)
Main Span	Steel	120	5 to visual inspection	Visual Inspection every 2 years	120	Never. This a permanent structures and will be required indefinitely
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Steel Parapet Handrailing	Steel	120	5 to visual inspection	Visual Inspection every 2 years	50	Never

**Table 6.1 Proposed Programme of Rehabilitation**

### 6.6 Expected Timelines for Authorisation

The NTA's intention is that the Custom House Boardwalk will be re-used for the same purpose subject to routine inspection and maintenance and in accordance with development permission at the time.

An tÚdarás Náisiúnta Iompair  
Teach Mhargadh an Fhéir  
Marhadh na Feirme  
Baile Átha Cliath 7, D07 CF98

National Transport Authority  
Haymarket House Smithfield,  
Dublin 7, D07 CF98



An tÚdarás Náisiúnta Iompair  
Teach Mhargadh an Fhéir Margadh na Feirme  
Baile Átha Cliath 7, D07 CF98

National Transport Authority  
Haymarket House  
Smithfield, Dublin 7, D07 CF98



## EXECUTION OF THE MARITIME AREA CONSENT

This Maritime Area Consent is executed by Dr 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: 17 April 2026

Dr Karen Creed  
Director of Maritime Authorisations  
Maritime Area Regulatory Authority