

Final Determination Report	
Application for a Maritime Area Consent (MAC) under section 79 of Maritime Area Planning Act 2021 (the Act)	
Application Details	
MAC Holder:	Uisce Éireann
MAC Reference No:	MAC240064
Date Application received:	08 May 2026
Proposed Maritime Usage	Uisce Éireann has applied for a MAC for the provision of a wastewater outfall pipe which discharges to the Irish Sea approximately 1 km northeast of Ireland's Eye, Co. Dublin.
Recommendation	To Part Grant, with conditions, the MAC sought.
Permitted Maritime Usage	The construction, use, operation and maintenance of a wastewater outfall pipe including all associated decommissioning, demolition, rehabilitation, and any other works required on foot of any development permission relating to the infrastructure.

Document Control		
Prepared By:	Kelly Dalton, Manager, MAC Directorate	21/07/2026
Reviewed & Approved by:	Jacinta Ponzi, Head of MAC Unit	22/07/2026

I refer to the minded to documentation that issued to Uisce Éireann on 29 June 2026. On 10 July 2026 Uisce Éireann submitted supplementary material to MARA in response to the minded notice in relation to the reasons attached to conditions in the draft MAC. In accordance with section 81(7)(b)(ii) MARA must give consideration to the supplementary material before making a determination. Details of the supplementary material provided and consideration thereof is set out below.

Supplementary material:

Uisce Éireann provided the following comments/ clarifications in their supplementary material:

1. *Permitted Maritime Uses is Defined as: 'The construction, use, operation and maintenance of a tunnel pipe and watermain, including all associated decommissioning, demolition, rehabilitation and any other works required on foot of any development permission relating to the infrastructure'.*

The broad nature of this definition could result in an interpretation to include terrestrial elements of the broader project.

For the avoidance of doubt, we ask that the Definition be amended to state:

'The construction, use, operation and maintenance of a tunnel pipe and watermain within the Consent Area including all associated decommissioning, demolition, rehabilitation and any other works required on foot of any development permission relating to the infrastructure'.

MARA Response

The permitted maritime usage and the consent area are as identified and defined in the Particulars Schedule and MAC. A spatial representation of the Consent Area is clearly identified and marked in red within Appendix 1 as the "Maritime Area Consent Map (MAC240064)" surrounded by a red line (Map reference drawing number MAC240064-001). Areas above the High Water Mark (HWM) as defined by the Chief Boundary Surveyor are not considered to constitute "maritime area" and are not within MARA's remit.

In regard to the foregoing, no change is recommended.

2. 3.4 *'This Consent permits the Holder, subject to the conditions otherwise herein contained: '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.'*

Given the nature of the operations the GDD Project and the Marine Outfall pipeline, UE has obligations, both under legislation and its operational consents, to ensure that the facility is operated safely and securely and remains environmentally compliant.

Therefore, it is necessary for UE to retain control of the Consent Area from a development, operational, environmental and safety standpoint.

Additionally, for the duration of the construction of the project and throughout maintenance operations over the course of the lifetime of the Project, UE will need to restrict third party access to the Consent Area in order to undertake those construction and maintenance activities and requires use on an exclusive basis throughout those periods.

UE is open to facilitating 3rd party access to the site where it is not deemed to contravene, conflict with or hinder UE's capacity to construct and operate the Project and comply with its statutory obligations.

MARA Response

As noted in the MAC Report, temporary or short-term exclusions (for the purposes of construction, maintenance, decommissioning, and rehabilitation phases for example) may be mandated by the planning authority or other authorities or legislation for specific purposes and durations.

Furthermore, it is considered that granting of exclusive use for the full term of the MAC is not merited, particularly having regard to co-existence and co-operation objectives of the NMPF.

It is considered that exclusive use should only be permitted where use on an exclusive basis is required and provided for under another authorisation or enactment. Accordingly, the MAC is to be part granted on a “may or may not be exclusive” basis contingent on circumstances that may arise after the granting of the MAC in accordance with Section 83(1)(c) of the Act.

On the basis of the above, the may/may not be exclusive nature of use as specified in the proposed MAC is considered to be appropriate. In this regard, no change is recommended.

3. 4.1 '(b) Any application for Development Permission in relation to the Permitted Maritime Usage shall have a Rehabilitation Schedule attached, within the meaning of section 95 of the Act; (c) The Holder shall furnish the Grantor with copies of any Development Permissions in relation to the Permitted Maritime Usage;'

It is not anticipated that the rehabilitation programme would commence within the 45-year period of this MAC, rather form part of a future MAC and planning application for replacement pipeline infrastructure.

MARA Response

In the situation as outlined by Uisce Éireann, the Applicant may seek to extend the term of the MAC, in advance of its expiry, in accordance with the material amendment provisions under Section 86 of the MAP Act or, apply for a new Maritime Area Consent before applying for new Development Permission.

The obligations on the Holder of a MAC in relation to rehabilitation of the maritime area are a mandatory provision of the Act. Condition 13 of the draft MAC appended to the minded to notice mirrors the requirements of Section 96 of the Act. The obligation to rehabilitate may include but is not limited to the re-use of infrastructure for the same or another purpose. MARA does not have the scope to limit the generality of the obligation to rehabilitate the maritime area within the meaning of the Act.

Where a new Maritime Area Consent is applied for before applying for new Development Permission under Section 75(1) of the Act, a Rehabilitation Schedule must be submitted to the relevant Planning Authority for their consideration. Where a MAC application for a proposed maritime usage is made under Section 75(1) of the Act, according to Section 75(5) the associated application for the Development Permission must include a Rehabilitation Schedule (as defined in Section 95).

In this regard no change is recommended.

4. *“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: arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Consent; and arising directly or indirectly from a failure by the Holder to comply with: any of the provisions of this Consent; 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.’*

Employers’ liability cover will be provided by the Uisce Éireann contractor carrying out the works for the construction phase. Please confirm that this is agreed.”

MARA Response

Condition 10.1 of the draft MAC is a standard condition in Maritime Area Consents. In addition, Uisce Éireann has not requested a change or provided any supplementary material to support a consideration of a change to this condition. As per Section 81(7)(b)(ii) of the Act, MARA may only consider supplementary material made in view of the reasons only. Accordingly, no further consideration can be given by MARA in regard to the above.

In this regard no change is recommended.

5. *“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.’*

Uisce Éireann does not have the necessary knowledge or information to confirm that no third parties hold any claim or entitlement to the Consent Area. UE rely on the MARA’s confirmation that there are no third-party rights or claims in respect of the Consent Area. As such, we request the removal of this clause.”

MARA Response

It is the responsibility of Uisce Éireann to carry out the relevant property searches and make local enquiries as may be necessary to ensure that there are no third- party interests, claims or rights asserted over the proposed Consent Area. Upon carrying out searches and making local enquiries to satisfy itself that there are no such third-party interests, claims or rights, Uisce Éireann is required to indemnify MARA and the State from and against any legal actions,

claims, costs or losses that may arise as a result of the Holder's engagement in the Permitted Maritime Usage. Condition 10.3 of the draft MAC is a standard condition in Maritime Area Consents.

In this regard no change is recommended.

6. *"Proposed new Clause 10.5 'PROVIDED always that any indemnity provided by the Holder in this Consent shall not include any malicious act or omission of the Grantor or any person for whom the Grantor is responsible in law and FURTHER PROVIDED that the Grantor shall (i) as soon as reasonably practicable give notice in writing to the Holder of any claim or action brought or threatened against the Grantor and (ii) not admit liability in respect of, nor settle or compromise, such action or claim as is referred to in this clause 11 (Indemnity) without the prior written consent of UÉ. The Holder may at its own expenses defend any such action or claim in the name of the Grantor.'*

We are suggesting additional wording to exclude any malicious act or omission from the Indemnity (and for which Uisce Éireann would not be responsible). The second part of the proposed wording allows Uisce Éireann the option to defend any claims in which Uisce Éireann is indemnifying MARA under the Consent. The proposed wording does not negate in any way the Indemnity that Uisce Éireann is providing under the Consent."

MARA Response

The State Claims Agency has provided the appropriate wording for Condition 10. MARA is not in a position to agree to its amendment or to the addition of a further subclause, as proposed.

In this regard no change is recommended.

7. *"11.1 (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 no 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);*

It is our understanding that this Clause relates to contract works insurance for the project works, and giving joint names cover to the Grantor under this cover. We can confirm there is

a joint names provision to include the Grantor under UE's Annual OCIP's Contract Works section covering the works. We would appreciate clarification of this point."

MARA Response

Condition 11(1)(a) of the draft MAC is a standard condition in Maritime Area Consents. In addition, Uisce Éireann has not requested a change or provided any supplementary material to support a consideration of a change to this condition. As per Section 81(7)(b)(ii) of the Act, MARA may only consider supplementary material made in view of the reasons only. Accordingly, no further consideration can be given by MARA in regard to the above.

8. *"(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;*

Please note that employers' liability cover will be provided by the Uisce Éireann contractor carrying out the works for the construction phase. Please confirm that this is agreed"

MARA Response

Similarly, Condition 11(1)(b) of the draft MAC is a standard condition in Maritime Area Consents. In addition, Uisce Éireann has not requested a change or provided any supplementary material to support a consideration of a change to this condition. As per Section 81(7)(b)(ii) of the Act, MARA may only consider supplementary material made in view of the reasons only. Accordingly, no further consideration can be given by MARA in regard to the above.

9. *"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.*

We would see the issuing of Court proceedings as a last resort rather than the first step in trying to resolve any dispute between the MARA and Uisce Éireann.

Please confirm that the proposed alternative wording is agreed and can be inserted into the Consent:

'In the event of any dispute or difference arising between the Grantor and the Holder touching or concerning the interpretation or performance of this Consent or anything herein contained, or in connection with the rights or liabilities of either of the parties hereto, the parties shall endeavor to settle same by mutual agreement.

*In the event of the parties failing to reach such mutual agreement in respect of any dispute arising from this Consent, either party shall be entitled to refer the dispute to mediation. To initiate the mediation a party shall give notice in writing (the "**Mediation Notice**") to the*

other party requesting mediation. Unless otherwise agreed between the parties, the mediator will be nominated on the application of either party by the President for the time being of the Law Society of Ireland or, should the said President be absent, unwilling or unable to do so, by the next senior officer of that Society who is ready, willing and able to make the nomination, whereupon the mediator will be appointed by the parties.

The mediation will start not later than 20 days after the date of appointment of the mediator. No party will commence court proceedings or arbitration in relation to any difference or dispute referred to in this clause unless he has attempted to settle the dispute by mediation.

If the mediation does not start within 20 days (or such longer period as the parties agree in writing) from the date of appointment of the mediator or if the parties are unable to resolve the difference or dispute by mediation within 40 days from the date of the appointment of the mediator, the difference or dispute shall be referred to the determination of a single arbitrator. The arbitrator shall be appointed by the parties to this Consent and in default of agreement, on the application of any party by the President, for the time being, of the Law Society of Ireland in accordance with the Arbitration Act 2010 or any statutory modification or re-enactment of that Act for the time being in force.

If the arbitrator relinquishes their appointment or if they die or if it becomes apparent that for any reason they are unable or have become unfit or unsuited (whether because of bias or otherwise) to complete their duties or if they are removed from office by Court Order, a substitute may be appointed in their place and in relation to any such appointment the procedures set forth above apply as though the substitution were a new appointment, which procedures may be repeated as many times as necessary. The arbitral proceedings shall be deemed to commence fourteen 14 days following the appointment of the arbitrator. Where the arbitrator has not given an award within 40 days of the commencement of the arbitral proceedings the parties will be free, but not obliged, to bring court proceedings to settle the dispute."

MARA Response

The MAC is a regulatory authorisation, not a commercial contract, and its purpose is to confirm the grant of consent, subject to statutory requirements. In this regard no change is recommended.

It is recommended to finalise the MAC with conditions attached, as per the proposed MAC. Reasons for the conditions attached thereto are recommended to issue as per the proposed MAC. It is recommended to issue a final determination notice in relation to the above application in accordance with section 81(3) of the Act.

A final determination notice, the final MAC and reasons for conditions attached thereto are attached for your approval.

Signed:

Kelly Dalton

Date: 21 July 2026