

**STATUTORY INSTRUMENTS**

**S.I. No. 145 of 2007**

**RAILWAY (GLOUNTHAUNE TO MIDLETON) ORDER 2007**

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(Prn. A7/0526)

Price: €20.83

***ORDER***

entitled

**Railway (Glounthaune to Middleton) Order 2007**

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# **Railway (Glounthaune to Middleton) Order 2007**

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I, Martin Cullen, Minister for Transport, in exercise of the powers conferred on me by section 43 of the Transport (Railway Infrastructure) Act 2001 (No. 55 of 2001), having considered an application by Córas Iompair Éireann for a railway order to authorise railway works affecting the railway line between Glounthaune and Midleton in the County of Cork, the draft order, the plans of the proposed railway works and the book of reference to those plans and the schedules to the draft order, the Environmental Impact Statement that accompanied the application, the Report of the Public Inquiry duly held and the recommendations contained therein, any submissions duly made to me under section 40 or section 41 of that Act and not withdrawn, and being of opinion that the application should be granted and being also of the opinion that the rights in, over or under public roads specified in this Order with the consent of the Minister for the Environment, Heritage and Local Government are necessary for giving effect to this Order, hereby order as follows:

## **PART 1 PRELIMINARY**

### **Citation.**

1. This Order may be cited as the Railway (Glounthaune to Midleton) Order 2007.

### **Definitions.**

2. In this Order –

“construct” includes build, make, put together, erect, create, form and assemble;

“deposited plan” means the copy of the plan deposited together with this Order pursuant to section 46 of the Principal Act, being the plan of the proposed railway works submitted to the Minister pursuant to section 37 (2) of the Principal Act, together with—

(a) all other plans so submitted, and

(b) all other plans referred to in the report of the public inquiry held under section 42 of the Principal Act,

and a reference to a plan by a particular designation is a reference to the plan so designated that is so deposited;

“execute” includes construct, maintain and improve;

“maintain” includes inspect, repair, adjust, alter, remove, reconstruct, renew and replace;

“Minister” means the Minister for Transport;

“Principal Act” means the Transport (Railway Infrastructure) Act 2001;

“public road” has the meaning assigned to it by the Roads Act 1993 but also includes any road which becomes such a public road during the currency of this Order;

“railway” means a railway or part of a railway for which railway works are authorised by this Order;

“railway undertaking” means Córas Iompair Éireann or, where the context so requires or admits, a person with whom Córas Iompair Éireann has made an arrangement pursuant to section 43 (6) of the Principal Act;

“reconstruct” means wholly or partly rebuild, repair, restore, replace or alter;

“road” has the meaning assigned to it by the Roads Act 1993 and includes a bridge;

“relevant road authority”, in relation to an existing public road or a proposed public road, means the road authority, within the meaning of the Roads Act 1993, within whose functional area the existing road is situated or the proposed road is to be constructed;

“stratum of land” means any subsoil or anything beneath the surface of the land required for any purpose connected with the works authorised by this Order;

“works” includes railway works as defined in the Principal Act but also includes, where the context so requires or admits, other works authorised by this Order including such acts or operations as are included in the meaning assigned to “works” in the definition of “railway works” in the Principal Act.

### **Incorporation of enactments.**

3.—(1) The Regulation of Railways Acts 1840 to 1889 and any other Act relating to railways apply to the railway works authorised by this Order so far as they are applicable for the purposes of, and are not inconsistent with or varied by, this Order, and the Principal Act together with this Order constitute the Special Act for the purposes of those enactments.

## **PART 2 WORKS AND RELATED PROVISIONS**

### **Construction of railway and railway works.**

4.—(1) Subject to the Principal Act and this Order (including, in particular, the condition in paragraph (3)), the railway undertaking may on the lines, in the places and according to the levels shown on the deposited plan, construct, operate, improve and maintain the railway and railway works specified in Schedule 1 and all other works and things necessary or ancillary thereto.

(2) Construction of the works authorised by this Order shall be completed within the period of 7 years from the date this Order comes into force or within such further period as the Minister allows on the application of Córas Iompair Éireann.

(3) The railway works authorised by this Order shall be executed, and the railway shall be operated, in accordance with the understandings reached at the public inquiry, as set out in Schedule 11.

(4) Paragraph (2) does not apply to any works required for the operation or maintenance of the railway works authorised by this Order.

(5) The railway may be operated by electrical or any other form of mechanical power.

**Discharge of water.**

- 5.—(1) Subject to paragraphs (2) and (3), the railway undertaking may —
- (a) alter the level or the course of, or use for the drainage of water, any surface watercourse, sewer or drain, and
  - (b) construct, provide and use any underground or overground tanks or pipes to assist in such drainage,

in connection with the construction, maintenance or operation of the railway works and, for that purpose, may make any convenient connections with any such surface watercourse, sewer or drain.

- (2) The railway undertaking —
- (a) shall not discharge any water into, or interfere with, any surface watercourse, sewer or drain except —
    - (i) with the consent of the sanitary or other authority responsible for that surface watercourse, sewer or drain, which consent shall not be unreasonably withheld or delayed, and
    - (ii) in accordance with such terms and conditions as that authority reasonably imposes, and
  - (b) shall take such steps as are reasonably practicable to ensure that any water discharged into any such surface watercourse, sewer or drain under the powers conferred on the railway undertaking by this Article is free from soil or polluting or deleterious material.

(3) Any dispute that arises in relation to any of the provisions of this Article between the railway undertaking and a sanitary or other authority shall be referred to arbitration in accordance with Article 17.

**Deviation.**

6. In constructing and maintaining any of the railway works authorised by this Order, the railway undertaking may —

- (a) deviate horizontally from the line delineated on the deposited plans to any extent not exceeding the limits of deviation delineated on those plans, and
- (b) deviate vertically from the levels shown on the deposited plans to any extent not exceeding one metre upwards or downwards.

**Closure of roads — permanent and temporary.**

7.—(1) The railway undertaking may, for the purpose of executing the railway works authorised by this Order or for any purpose incidental thereto, from time to time request the relevant road authority by order—

- (a) to permanently close to traffic the roads specified in Schedule 3, and
- (b) to temporarily close to traffic any one or more of the public roads specified in Schedule 4.

(2) The following provisions apply in relation to each request under paragraph (1):

- (a) the railway undertaking shall give to the road authority not less than 21 days' prior notice in writing, specifying the road which is required to be closed, of its requirement to close the road;

- (b) if the request is to temporarily close a road, the notice shall —
  - (i) state the period for which, in the reasonable opinion of the railway undertaking, it is necessary to temporarily close the road,
  - (ii) give particulars of any alternative route or routes (if any) which the railway undertaking believes will be available while the road is temporarily closed,
  - (iii) contain a brief description of the works which the railway undertaking proposes to carry out while the road is temporarily closed, and
  - (iv) state whether the order closing the road is required to be subject to conditions as to whether any, and if so, what traffic or persons may be allowed use the road and at what times and on what conditions (if any).

(3) A request made to a road authority under this Article shall not be unreasonably refused or delayed.

#### **Power to alter public roads.**

**8.**—(1) Subject to paragraph (2), the railway undertaking may, in connection with or for the purpose of railway works in or adjacent to any public road and in accordance with the deposited plans —

- (a) alter the width of the carriageway of the road by altering the width of any footway, cycle track, verge or other land within the boundary of the road,
- (b) alter or interfere with the level of any kerb, footway, cycleway, verge or other land within the boundary of the road, or
- (c) realign the road where necessary.

(2) Before exercising any power under paragraph (1), the railway undertaking shall obtain the consent of the relevant road authority, which consent shall not be unreasonably withheld or delayed.

(3) The works authorised by this Article may be constructed and maintained in, upon and under the public roads specified in Schedule 5.

#### **Construction of new roads and bridges.**

**9.**—(1) The railway undertaking may, with the consent of the relevant road authority, construct the new roads specified in Schedule 6 with all necessary works connected therewith either by way of diversion from, or in substitution for, an existing public road or as an additional road.

(2) Unless otherwise agreed between the railway undertaking and the road authority, each new road constructed under this Article shall when completed, be maintained —

- (a) for the period of 12 months from the date of its completion, by and at the expense of the railway undertaking, and
- (b) from the expiration of that period, by and at the expense of the road authority.

(3) Any dispute that arises between the railway undertaking and the road authority in relation to anything done under this Article shall be referred to arbitration in accordance with Article 17.

(4) Wherever the railway undertaking is authorised by this Order to construct a bridge to carry a railway over any road, motor way or water way or to carry any road over a railway, the following provisions apply in relation to the construction and maintenance of that bridge:

- (a) subject to subparagraph (b), the bridge shall be maintained by the railway undertaking at its own expense;
- (b) where the bridge carries a road, the railway undertaking and the relevant road authority may enter into agreements on such terms as are agreed between them for the maintenance, improvement or relaying of the road surface, whether by the railway undertaking, by a contractor employed by the railway undertaking for that purpose, by the road authority or by any contractor employed by the road authority.

#### **Tree lopping.**

**10.**—(1) The railway undertaking may lop, remove or cut any tree, shrub or hedge that obstructs or interferes with any railway works authorised by this Order.

(2) With regard to paragraph (1), where a tree, shrub or hedge lies on land not owned by the railway undertaking and for the purpose of works authorised by this Order, needs to be lopped or cut, the railway undertaking shall serve on the owner or occupier of the land or, in the case of a public road, on the road authority charged with the maintenance of the road, on which the tree, shrub or hedge is standing, notice in writing of its intention so to lop or cut, and, after the expiration of 28 days from the date of service of the notice, the railway undertaking may lop or cut any tree, shrub or hedge if the owner or occupier has not already done so.

(3) Where an occupier or owner of land cuts or lops any tree, shrub or hedge specified in a notice given under paragraph (2), the reasonable expenses (if any) incurred by him or her in so doing shall be paid to him or her on demand by the railway undertaking, and the amount of those expenses is recoverable from the railway undertaking, in default of agreement, as a simple contract debt in any court of competent jurisdiction.

### **PART 3**

#### **ACQUISITION AND POSSESSION OF LAND AND RIGHTS**

#### **Power to acquire land.**

**11.**—(1) Subject to the Principal Act, the railway undertaking may acquire compulsorily all or such part of the land and any substratum of land shown on the deposited plan and described in Schedule 2 and such rights in, under or over land described in Schedule 7 as the railway undertaking may require for the construction, operation, improvement and maintenance of the railway works authorised by this Order and works incidental or ancillary thereto.

(2) Sections 4 and 8 of the Railways Act 1851 do not apply in relation to the acquisition of any land under this Article.

#### **Power to temporarily acquire and occupy land.**

**12.**—(1) Subject to the Principal Act, the railway undertaking may enter upon and take up and retain temporary possession and occupation of the land, or any part of the land, shown on the deposited plan and specified in Schedule 10.

(2) In particular, but without limiting the generality of paragraph (1), the railway undertaking may—

- (a) enter upon, and take up and retain temporary possession and occupation of, the land or any part of the land —
  - (i) for the provision of working sites and access for construction purposes, or
  - (ii) for other purposes for or in connection with the railway works authorised by this Order, and
- (b) for those purposes —
  - (i) construct structures on, or remove structures from, the land,
  - (ii) cut or remove anything growing on the land or part thereof, and
  - (iii) generally do all things to, on, beneath and with the land that are required to adapt the land and anything on it for, or to facilitate the execution of, those works.

(3) Before giving up possession of the land, the railway undertaking shall —

- (a) remove all temporary works and structures constructed by it on the land, and
- (b) subject to any contrary provision of this Order or any agreement to the contrary with the owners and occupiers of the land, restore the land as far as possible to its former state.

(4) The railway undertaking shall not be required to acquire any land of which temporary possession and occupation have been taken up under this Article.

(5) The railway undertaking shall pay to the owners and occupiers of land of which it takes up temporary possession and occupation under this Article compensation for any loss thereby suffered as if that loss were loss suffered in consequence of the exercise by the railway undertaking of a power conferred upon it by section 48 of the Principal Act, and the amount of the compensation shall be determined in accordance with that section.

#### **Acquisition of easements and other rights over land.**

**13.** Subject to the Principal Act, the railway undertaking may acquire compulsorily such rights over all or part of the land described in Schedule 7 as are required for the purposes of the railway or the railway works authorised by this Order.

#### **Extinguishment of rights, including rights of way, and temporary interference with rights.**

**14.—**(1) The railway undertaking may extinguish the public rights, including the rights of way, specified in Part 1 of Schedule 8.

(2) The railway undertaking may extinguish the private rights, including the rights of way, specified in Part 2 of Schedule 8.

(3) The railway undertaking may temporarily interfere with or stop up the rights of way specified in Schedule 9.

#### **Period within which the railway undertaking may compulsorily acquire land and interests in land.**

**15.—**(1) The powers conferred by this Order to compulsorily acquire land or rights in relation to land and to enter upon and take up temporary possession of land

cease at the end of the period of 7 years beginning on the commencement of this Order.

(2) The power to compulsorily acquire land or rights in relation to land shall, for the purpose of this Article, be deemed to have been exercised where a notice to treat has been served in respect of the land or rights before the end of the period mentioned in paragraph (1).

(3) Notwithstanding paragraph (1), the railway undertaking is entitled to remain in temporary possession and occupation of land pursuant to Article 12 after the end of the period mentioned in paragraph (1) where possession of that land was taken before the end of that period.

## **PART 4**

### **MISCELLANEOUS AND GENERAL**

#### **Interference with apparatus.**

**16.**—(1) Wherever the railway undertaking is authorised to execute works by virtue of this Order, and any apparatus will or may be affected in consequence thereof, the undertaker may and, upon reasonable request by the railway undertaking, shall, without unreasonable delay, do one or more of the following:

- (a) remove the apparatus and place it or other apparatus in substitution for it in such other position or location as is agreed with the railway undertaking,
- (b) take such further or other steps or make such further or other provision with the agreement of the railway undertaking secures the apparatus and the works of the railway undertaking and the proper functioning of each of them respectively from mutual interference or damage.

(2) Subject to paragraph (3), the railway undertaking shall pay to the undertaker an amount equal to the cost reasonably incurred by that undertaker in the discharge of its obligations under paragraph (1).

(3) Where an undertaker, in the course of the discharge of its obligations under paragraph (1), provides, in substitution for existing apparatus, apparatus that, whether because of its type, construction, design, layout, placement or any other feature, is an improved or superior version of the existing apparatus, the sum payable by the railway undertaking under paragraph (2) shall not exceed the cost that would have been reasonably incurred by the undertaker if the substituted apparatus had not been an improved or superior version of the existing apparatus.

(4) An undertaker may permit the railway undertaking to carry out or cause to be carried out such portion of the undertaker's obligations under this Article as the undertaker agrees, in accordance with such conditions as are agreed between the railway undertaking and the undertaker, but the undertaker is not obliged to enter into any such agreement.

(5) In this Article —

“apparatus” means any item of infrastructure (including, in particular, any sub-station, inspection chamber, junction box, booster station, pipe, sewer, drain, duct, tunnel, conduit, wire, cable, fibre or insulator) used for or in connection with the provision or acceptance of a service to the public;

“undertaker, in relation to apparatus, means a person or body with power and authority independently of the operation of this Order, to locate or relocate the apparatus, or cause it to be located or relocated, as provided for in this Article.

### **Arbitration.**

17.—(1) If a dispute arises between the railway undertaking and any other party in relation to the execution of railway works authorised by, or the powers or provisions granted by or contained in, this Order, the following provisions apply:

(a) the railway undertaking and the other party shall use their best endeavours to resolve the dispute on terms acceptable to both parties;

(b) if, after such period as the railway undertaking or the other party considers reasonable, the dispute has not been resolved to the satisfaction of both parties, the following provisions apply:

(i) either party may, by 14 days’ notice in writing to the other party, require the subject-matter of the dispute to be submitted to a single arbitrator and shall, in the notice, nominate a person to arbitrate upon the subject-matter of the dispute;

(ii) the party receiving the notice may, within that period of 14 days, by a counter-notice, either

(I) accept the arbitrator nominated by the party serving the original notice, or

(II) nominate at least 2 alternative persons to act as arbitrator;

(iii) if any one of the persons nominated by the parties is acceptable to both parties to the dispute, the subject-matter of the arbitration shall be referred to that person as soon as may be after that person has indicated his or her willingness to act as arbitrator;

(iv) if, after service of the notice and the counter-notice—

(I) the parties fail to agree upon an arbitrator, or

(II) an arbitrator agreed upon has failed to indicate, within 14 days of being so requested, his or her willingness to act,

either party may apply to the Chairman for the time being of the Irish Branch of the Chartered Institute of Arbitrators for the appointment of an arbitrator;

(v) an arbitrator so appointed by the Chairman of the Irish Branch of the Chartered Institute of Arbitrators shall notify the parties in writing of his or her appointment as soon as may be thereafter and shall conduct the arbitration in accordance with the rules of the Irish Branch of that Institute;

(vi) the Arbitration Acts 1954 to 1980 apply to the arbitration and the decision of the arbitrator in relation to the dispute and all matters connected therewith is binding on the parties.

# SCHEDULE 1

## Article 4(1)

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### The railway and railway works authorised by this Order

The principal infrastructure elements of the Glounthaune to Midleton Railway include the following:

- The provision of single track from Glounthaune to Midleton with a passing loop at Carrigtwohill;
- The provision of a new signalling system from Glounthaune to Midleton;
- The provision of new train stations at Midleton and Carrigtwohill including carparks, lifts, ramps and footbridges;
- The construction of four new overbridges to replace level crossings;
- The construction of one new underbridge to replace a level crossing;
- The construction of roads to replace level crossings, provide access to the stations and private property;
- The replacement of the existing bridge deck at the Owennacurra River;
- The upgrading of parapets and containment at seven existing road overbridges;
- The demolition of two existing accommodation underpasses;
- The installation of new boundary treatment works along the rail corridor; and
- The upgrading of existing culverts and construction of new culverts and drains.

### SCHEDULE 3

#### Article 7(1)

#### Roads to be closed permanently

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<b>Location</b>	<b>As shown on plan numbers:</b>
None	None

## SCHEDULE 4

### Article 7(1)

#### Roads to be closed temporarily

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Location	As shown on plan numbers:
Road immediately North-West of XY001 - Harpers Island level crossing. (Old N25)	B003, A005
The old N25 Bridge that crosses the Railway - Over Bridge 1	B004, A006
Road at Killacloyne Bridge (north of Killacloyne cross roads) - Over Bridge 2	B005, A006
Road at Wise's Bridge, Terrysland - Over Bridge 4	B007, A007
Station Road Carrigtwohill, Barry's Bridge - Over Bridge 6	B009, A008
Carrigtwohill Station Road in front of Parochial House	S002, S003
Road at Ballyadam Bridge, Ballyadam - Over Bridge 7	B010, A010
Ballyrichardmore lane, from north side of existing level crossing to west end of proposed link road.	R002, A012
Road north & south of Water rock level crossing - (south-east of Water Rock house) - XY009	C001, A013
Road north and south of Kennels level crossing - Road to Kennels industrial estate - XY011	C003, A013
Road north & south of Mill Road level crossing, Midleton - XY012	C004, A014
Mc Sweeney Terrace/Railway street, Midleton	S005
Entrance roadway to Forrest Hill, Midleton	S006

## SCHEDULE 5

### Article 8(3)

#### Roads to be altered

Location	As shown on plan numbers:
Road immediately North-West of XY001 - Harpers Island level crossing. (Old N25)	B003, A005
The old N25 Bridge that crosses the Railway - Over Bridge 1	B004, A006
Road at Killacloyne Bridge (north of Killacloyne cross roads) - Over Bridge 2	B005, A006
Road at Wise's Bridge, Terrysland - Over Bridge 4	B007, A007
Station Road Carrigtwohill, Barry's Bridge - Over Bridge 6	B009, A008
Carrigtwohill Station Road in front of Parochial House	S002, S003
Road at Ballyadam Bridge, Ballyadam - Over Bridge 7	B010, A010
Ballyrichardmore lane, from north side of existing level crossing to west end of proposed link road.	R002, A012
Road north & south of Water rock level crossing - (south-east of Water Rock house) - XY009	C001, A013
Road north and south of Kennels level crossing - Road to Kennels industrial estate - XY011	C003, A013
Road north & south of Mill Road level crossing, Midleton - XY012	C004, A014
Mc Sweeney Terrace/Railway street, Midleton	S005
Entrance roadway to Forrest Hill, Midleton	S006
Junction of McSweeney Terrace/Railway Street and Mill Road, Midleton	S005
Lower Glanmire road (N8) in front of Myrtlehill Terrace, Bellevue villas & Woodhill Villas	B001, B002, A001, A002, A003
Access road from Lower Glanmire road (N8) to Cois Coill	B001, B002, A001, A002, A003

## SCHEDULE 6

### Article 9(1)

#### New roads to be constructed

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<b>Location</b>	<b>As shown on plan numbers:</b>
Carrigtwohill Station access road	S002, S003
Link road from Ballyrichardmore lane to Water rock road	R002
Access to property east of proposed north car park at Midleton Station	S005
Midleton Station access road from Forrest Hill to Proposed north car park	S005, S006
Access road to Woodhill Villas	B001, B002, A001, A002, A003
Myrtlehill Terrace & Bellevue Villas access road	B001, B002, A001, A002, A003

## SCHEDULE 11

Article 4 (3)

### UNDERSTANDINGS REACHED AT THE PUBLIC INQUIRY

#### PART 1—AGREEMENTS BETWEEN THE RAILWAY UNDERTAKING AND AFFECTED PARTIES

<i>No.</i>	<i>Party affected and situation of land affected</i>	<i>Agreements reached</i>
1.	Blandcrest Ltd, Carrigtwohill	<p>(1) C.I.É. has proposed to the Inquiry that the Inspector recommend to the Minister that the draft railway order is amended by the substitution of the drawing number 011274-49-SK-0155, for that part of Property Plan P008 which relates to the access arrangements to the proposed Carrigtwohill station and car park</p> <p>(2) C.I.É. shall construct Underbridge 5A (as amended) and any lands required in its construction shall revert to Blandcrest Limited (i.e. acquisition will be temporary rather than permanent).</p> <p>(3) The area of the underbridge which currently lies within the ownership of C.I.É. will be retained by C.I.É., and Blandcrest Limited shall be granted full rights to use the underbridge and the space within it for all purposes and in particular for—</p> <p style="padding-left: 40px;">(a) passage of vehicles, humans, animals at all times, and</p> <p style="padding-left: 40px;">(b) installation, maintenance and operation of all services.</p> <p>(4) C.I.É. undertakes that culvert 4D shall be designed to ensure that any current flows from the Blandcrest Limited lands will continue to be accommodated in the redesigned and culverted watercourse.</p>
2.	David Lawton, Ballyrichard More, Midleton	<p>(1) Fencing shall be provided as per the alignment drawing, with the addition of sheepwire along all boundaries between the CIÉ and David Lawton.</p> <p>(2) One farm gate shall be provided to the bottom of each of the approach roads to the bridge.</p> <p>(3) Adequate temporary fencing shall be provided around the construction compound and any lands taken temporarily.</p> <p>(4) A gap shall be provided in hedge to facilitate access to field directly south of the contractor's compound on the south of the line, which would otherwise be inaccessible.</p> <p>(5) A new access shall be provided to David Lawton's</p>

		<p>farm yard from the existing public road to enable access to and egress from his property with his existing farm machinery.</p> <p>(6) During the construction period, where necessary, the contractor shall inform David Lawton of a procedure to minimise disruption to David Lawton's access over the railway line.</p> <p>(7) All lands required temporarily shall be reinstated to their original condition.</p>
3.	Michael and Cathleen Woulfe, Townparks, Middleton	<p>(1) The Woulfes shall be granted a long lease to formalise their use of CIÉ lands to the east and west of their house. This lease will permit the use of the lands as gardens in connection with their dwelling house and for no other purpose.</p> <p>(2) A new block wall shall be constructed for the Woulfes to the south eastern boundary of the land to be leased to them on the eastern side of their house.</p>
4.	Anthony and Mary O'Mahony, Carrigtwohill	<p>(1) Two sets of 6m farm gates (2 gates on both sides of the roadway), as shown on drawing 011274-49-DR-2445, shall be installed beside the proposed new access roadway to facilitate the traversing of it by the O'Mahonys.</p> <p>(2) Timber post and sheep wire fence shall be installed along the public road on their lands.</p>
5.	Con and Eileen Dennehy, Glounthaune	<p>The Dennehys shall be granted a right of way over CIÉ land as shown on drawing No. 011274-49-SK-0455. This right of way shall be for all purposes connected with the use and occupation of the premises as a private dwelling house.</p>
6.	Woodhill Villas residents, Tivoli, Cork	<p>(1) CIÉ agrees to widen the proposed new alternative access roadway to at least 5 metres or further if the existing proposed land take area allows.</p> <p>(2) CIÉ agrees to grant a Right of Way over the newly constructed access roadway to Woodhill Villas and to maintain the newly constructed roadway.</p> <p>(3) CIÉ agrees to construct a revised layout parking area providing 15 No. car spaces as per annotated drawing SS-WT-01, subject to obtaining any necessary consents.</p> <p>(4) Woodhill Villas residents agree to procure any bollards required in connection with the parking proposal and CIÉ agrees to install them.</p> <p>(5) CIÉ agrees to grant Rights of Way over railway property, as necessary, to enable use of the car parking spaces constructed.</p> <p>(6) CIÉ agrees to provide a scheme of lighting contained within the railway boundary wall abutting the new road.</p>

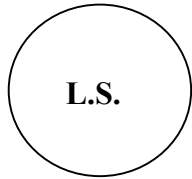
7.	Woodside Apartment Management Limited, Tivoli, Cork	<p>(1) CIÉ agrees to install a retaining wall as opposed to a crib wall.</p> <p>(2) CIÉ agrees to investigate the potential to relocate the site compound area to Millennium Park, but reserve the right to use the compound area as contained in the draft order if this proves unfeasible.</p> <p>(3) CIÉ agrees to retain legal possession and ownership and to maintain the new alternative access roadway and boundary walls.</p> <p>(4) CIÉ agrees that new walls are to be stone-faced where visible from Cois Coille apartments and from publicly accessible areas and are to match existing stone walls in Cois Coille.</p> <p>(5) CIÉ agrees that the new wall bounding Cois Coille will be 2 metres in height above ground level to the Cois Coille apartments side.</p> <p>(6) CIÉ agrees that all newly installed entrance gates are to be electronically operated, as at present. These gates shall match existing gates at Cois Coille in appearance.</p> <p>(7) CIÉ agrees that security shall be maintained throughout the period of works and 24-hour manned security is to be provided if necessary.</p> <p>(8) CIÉ agrees to investigate alternative locations for refuse emanating from Woodhill Villas. Refuse shall not be deposited outside the electronic entrance gates or on land owned by Cois Coille and or Mr J Neville</p> <p>(9) CIÉ agrees that the pedestrian steps leading to main N8 roadway will be retained.</p> <p>(10) CIÉ agrees to provide a planting scheme in accordance with the report from Stephen Diamond Associates dated 12 October 2006 and, as trees to be planted adjacent to car parking area are not specified, Mr Joe Neville shall confirm and convey the relevant requirements to CIÉ.</p> <p>(11) Existing culvert (details to be provided by Mr J Neville) shall be relined and re-grouted by CIÉ at its own cost.</p> <p>(12) Double yellow lines shall be provided to both sides of the new road.</p> <p>(13) Sound barriers shall be installed by CIÉ on the existing bridge at its own cost subject to receiving the relevant consents.</p> <p>(14) Double yellow lines shall be installed on the existing public road subject to receiving the relevant consents</p> <p>(15) The electronic gates to be provided as above are to be maintained by CIÉ and are to be inspected by a suitably qualified engineer after 6 months of installation and to ensure any issues arising out of use of the gates are resolved without delay.</p>
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		<p>(16) Light to the new road shall be low-level, discreet lighting.</p> <p>(17) Cois Coille bin compound to be enclosed and made secure as is currently the case (i.e. to be located at the north side of the entrance to Cois Coille.)</p> <p>(18) CIÉ agrees to resurface the public roadway between the entrance of Cois Coille and the bottom of Trafalgar Hill.</p> <p>(19) A section of railing shall be installed on the dividing retaining wall to improve visibility between the 2 entrance gates.</p>
8.	Dawn Meats (Midleton) Ltd, Knockgriffin, Midleton	<p>(1) CIÉ agrees to maintain access for Dawn Meats (Midleton) Ltd across level crossings XY010 and XY011 as far as reasonably practical. The flow through the service pipes passing under XY010 shall similarly be maintained.</p> <p>(2) It is acknowledged that access will be disrupted at certain times, such as during certain construction phases or the surfacing of the crossings. CIÉ will agree with Dawn Meats (Midleton) Ltd a procedure to minimise the disruption.</p> <p>(3) Wayleaves in relation to any Dawn Meats (Midleton) Ltd services passing under CIÉ land shall be formalised.</p>
9.	Pat and Tom Aherne, Carrigaline	<p>(1) CIÉ shall grant the Ahernes the right to construct, at their own expense, an overbridge over, or underbridge under, the railway so that the Ahernes can access the public road from their lands at Killacloyne, Folio 49695F.</p> <p>(2) Any bridge will require the technical approval of Iarnród Eireann and must comply with any conditions imposed.</p> <p>(3) Any planning or statutory approvals required for the bridge shall be obtained by the Ahernes.</p>

10.	Mr & Mrs Dennehy, Mr & Mrs O'Regan, Mr & Mrs Murray, Killahora, Co. Cork	<p>(1) As regards the houses owned by the Dennehys, the O'Regans and the Murrays, CIÉ shall, in respect of doors and windows facing the railway and on gable ends, pay the respective owners the cost of—</p> <p>(a) the cost of double glazing any doors and windows at ground floor level that are not already double glazed, and</p> <p>(b) the cost of triple, or equivalent, glazing any doors and windows at first floor level that are not already triple glazed or the equivalent.</p> <p>(2) All works, including all making good, etc., will be procured by the relevant house owners, having first obtained 3 quotations from reputable providers. CIÉ shall be consulted on receipt of quotations.</p> <p>(3) CIÉ shall reimburse the house owners for the invoiced costs of the works.</p> <p>(4) The noise barriers between these houses and the railway shall have a height of 2.4m above track level.</p>
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**PART 2—PROPOSALS BY THE RAILWAY UNDERTAKING FOR MODIFICATION TO APPLICATION IN RELATION TO WORKS AT MYRTLEHILL**

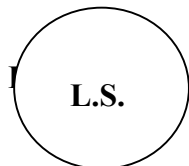
1. Installation of CCTV four-barrier, automated level crossing at Myrtlehill.
2. No through-road traffic from Carrig Lodge at Bellevue Villas.
3. Boundary wall to remain between Myrtlehill/Carrig House – Bellevue Villas.
4. Apart from works on the automated level crossing, no construction equipment or machinery to be located on Myrtlehill for construction of fly-over for Carrig Lodge, Bellevue.
5. Skirting to be provided on automated crossing gates.



**Given under my  
Official Seal,  
this 5<sup>th</sup> day of April 2007**

**Martin Cullen,  
Minister for Transport.**

**The Minister for the Environment, Heritage and Local Government consents to the making of the foregoing Order in so far as it relates to the acquisition of rights in, over or under any public road.**



**Given under the Official Seal  
of the Minister for the Environment,  
Heritage and Local Government  
this 5<sup>th</sup> day of April 2007**

**Dick Roche  
Minister for the Environment,  
Heritage and Local Government**

## **EXPLANATORY NOTE**

**(This note is not part of the instrument and does not purport to be a legal interpretation).**

**The effect of this order is to confer on Coras Iompair Éireann the necessary powers to carry out railway works on the Glounthaune to Midleton Railway line, in the County of Cork.**