



9th May, 2018.

**TO: AN CATHAOIRLEACH
& EACH MEMBER OF KILKENNY COUNTY COUNCIL**

**Re: Section 85 Agreement Kilkenny County Council & Kildare County Council
Proposed pedestrian Bridge at Castlecomer, Co. Kilkenny.**

Dear Elected Member

As you are aware an application for funding for a pedestrian bridge was made under the Town & Village Renewal Scheme 2017 by the local community in conjunction with Kilkenny County Council. Subsequently Kilkenny County Council were in contact with Transport Infrastructure Ireland seeking a financial contribution towards the project. During the course of the discussions, Transport Infrastructure Ireland expressed an interest in design, construction and completion of the project having regard to the significant contribution to the safety of road users of the bridge once completed (Bridge no KK-N78-007.00 and KK-N78-008.00).

Transport Infrastructure Ireland bridge managements for this region is operated out of the Kildare County Council and in order for Transport Ireland Infrastructure to undertake the project it is necessary for Section 85 Agreement under the Local Government Act to be signed by both counties. It should be noted that the project is subject to planning and other related consents.

Accordingly, your approval is requested to enter the Section 85 Agreement between Kilkenny & Kildare County Councils in order to facilitate the design and construction of the proposed pedestrian bridge in Castlecomer. A copy of the proposed Section 85 agreement is attached for your information.

Yours Sincerely,

Tim Butler
Director of Services

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

RESEARCH REPORT
NO. 1234

BY
J. D. SMITH

IN
PARTIAL FULFILLMENT OF THE
REQUIREMENTS FOR THE
DEGREE OF DOCTOR OF PHILOSOPHY

CHICAGO, ILLINOIS
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AGREEMENT made this day of 2018,

BETWEEN THE COUNTY COUNCIL OF THE COUNTY OF KILDARE (hereinafter called Kildare County Council) having its principal offices at Aras Chill Dara, Devoy Park, Newbridge Road, Naas in the County of Kildare of the One Part

AND THE COUNTY COUNCIL OF THE COUNTY OF KILKENNY (hereinafter called Kilkenny County Council) having its principal offices at County Hall, John Street, Kilkenny, in the County of Kilkenny of the Other Part.

WHEREAS:

- (a) Kilkenny County Council is desirous to carry out works at KK-N78-007.00 Castlecomer Bridge & KK-N78-008.00 Castlecomer Tributary Bridge as described in the Schedule hereto and is hereinafter called "the project", in accordance with the provisions of the Planning and Development Acts 2000-2015, the Local Government Acts 2001-2016, Roads Act 1993 to 2015 and all other Acts thereby enabling:
- (b) Transport Infrastructure Ireland has approved the project be undertaken by Kildare County Council because the TII Regional Bridge Manager is an employee of Kildare County Council and Kildare County Council would be best placed to implement any consent and/or approval for the project and to administer the contract.
- (c) Kilkenny County Council being of the opinion that, in relation to the design, construction and completion of the project, it would be more convenient if all statutory powers, functions and duties which may be exercised and performed by it to this extent were exercised and performed by Kildare County Council on behalf of Kilkenny County Council and Kildare County Council being able and willing to exercise and perform the functions, powers and duties,
- (d) The parties hereto have agreed by resolution of each said Council and in accordance with the provisions of Section 85 of the Local Government Act 2001 (as amended) to enter into this agreement, as provided for by resolution.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. Kilkenny County Council shall obtain all necessary statutory consent/approval and/or authorisation for the proposed works to which this Agreement relates.
2. Subject to and in accordance with any necessary statutory consent/approval and/or authorisation as is required, Kilkenny County Council hereby agrees to Kildare County Council exercising and performing on its behalf the functions, powers and duties of Kilkenny County Council, which are now, or may hereafter be vested in Kilkenny County Council, to the extent necessary to enable Kildare County Council to carry out the design, construction and completion of the project.
3. Kildare County Council shall design, construct and complete the project, in consultation with Transport Infrastructure Ireland, and shall incur such costs or expenses (hereinafter collectively referred to as "the Cost") as it may decide is necessary for the cost of designing, constructing and completing the project and as may be ancillary and consequential hereto.
4. Kildare County Council shall be responsible for and shall apply to the appropriate Authority for an allocation of the funds necessary to cover the cost.
5. The actual cost of the design, construction and completion of the project shall include the costs and expenses necessary, consequential and ancillary thereto which shall be ascertained and certified by the Director of Services, Directorate of Transportation or other person as may be appointed by the Chief Executive Officer of Kildare County Council.
6. Kildare County Council shall consult with and shall provide Kilkenny County Council and its officers with all information currently available to it which Kilkenny County Council may require from time to time in relation to the design, construction and completion of the Project.
7. Kilkenny County Council shall provide Kildare County Council and its officers with all information currently available to it which Kildare County Council may require in relation to the design, construction and completion of the Project
8. Kilkenny County Council shall co-operate fully with Kildare County Council in all respects and where and when necessary in relation to the exercise and performance by Kildare County Council of the Statutory powers, functions and duties to the extent undertaken by it under this agreement.
9. In the event of a dispute arising between the parties hereto as to the effect or interpretation of this agreement or as to the respective rights or liabilities of the parties hereto same shall be referred to and decided by Transport Infrastructure Ireland or by such other person as the said Authority may appoint and in that respect the decision of the said Authority or the person so appointed shall be final and binding on the parties hereto.

IN WITNESS whereof Kilkenny County Council and Kildare County Council have caused their respective Seals to be affixed hereto on the day and year first hereinbefore WRITTEN

PRESENT when the Corporate Seal of the **COUNTY COUNCIL OF THE COUNTY OF KILDARE** was affixed hereto:-

(Nominated member)

(Chief Executive Officer)

(County Secretary)

PRESENT when the Corporate Seal of the **COUNTY COUNCIL OF THE COUNTY OF Kilkenny** was affixed hereto:-

(Nominated member)

(Chief Executive Officer)

(County Secretary)

SCHEDULE HEREINBEFORE REFERRED TO

The construction of dedicated pedestrian footway/boardwalk and associated site works at

- 1) KK-N78-007.00 Castlecomer Bridge
- 2) KK-N78-008.00 Castlecomer Tributary Bridge

In accordance with the provisions of the Roads Act 1993 to 2007 and in accordance with the design referred to in paragraph (2) of this agreement.