

9th November, 2021

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

**Re: Section 85 Agreement Kilkenny County Council & Kildare County Council
Works at KK-N10-088.00 Ossary Bridge**

Dear Elected Member

Leinster Regional Bridge Management are proposing to undertake bridge rehabilitation works and road safety improvement works at Ossary Bridge, Kilkenny.

The works, in summary, will consist of the following;

- Upgrading the existing bridge parapets to a 1.4m high parapet such that cyclists can be facilitated on a proposed combined cycleway/footway
- Re-alignment of existing carriageway to facilitate a combined cycleway/footway.
- Waterproofing of existing structures in its entirety.
- Resurfacing of N10 carriageway over structure (including section south to the roundabout)
- Installation of Expansion Joints

It is proposed that the works on this structure be included in a Leinster Bridges Rehabilitation Contract which will also include works to structures in Fingal, Kildare and Laois.

This scheme is best managed by Kildare Co Co's National Roads Office and it is considered that Kildare County Council are best placed to manage this scheme in its entirety and ensure value for money. Having discussed the matter with them I am proposing that a Section 85 Agreement (Local Government Act, 2001) be entered into between Kildare County Council and Kilkenny County Council.

For your information I am attaching 1. Cover letter of agreement with Limestone Bridges Rehabilitation contract 2022 and 2. Proposed Section 85 Agreement.

Accordingly, your approval is requested to enter the Section 85 Agreement between Kilkenny & Kildare County Councils in order to undertake bridge rehabilitation works and road safety improvement works at Ossary Bridge, Kilkenny.

Yours Sincerely,



Tim Butler
Director of Services



AGREEMENT made this day of 2021,

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 John Street Lower, Collegether Park in the County of Kilkenny of the Other Part.

WHEREAS:

- (a) Kilkenny County Council is desirous to carry out works at KK-N10-008.00 Ossary Bridge.
- (b) KK-N10-008.00 Ossary 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:
- (c) 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.
- (d) 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,
- (e) 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. Kildare County Council shall obtain all necessary statutory consent/approval and/or authorisation for the proposed works to which this Agreement relates.
2. The parties hereto have agreed to enter into this Agreement under the provisions of Section 85 of the Local Government Act, 2001 and Section 14 of the Roads Act 1993, and Kilkenny County Council is of the opinion that it would be more convenient that the powers, functions and duties relating to the carrying out of all the relevant statutory procedures, procuring the necessary design work and construction work and any other powers, function and duties necessary for the design and construction of The Project within the functional area of Kilkenny County Council should be exercised and performed by Kildare County Council and Kildare County Council is able and willing so to exercise and perform the said powers, functions and duties.
3. Kildare County Council shall serve such notices, complete such contracts and agreements, pursue such negotiations and, generally do and perform all such matters and things as are necessary to the planning, appraisal, design, construction, and procurement of The Project. In particular, Kildare County Council shall acquire, by agreement or compulsorily, any land in the functional area of Kilkenny County Council that may be necessary for the execution, implementation and development of The Project.
4. 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 construction and completion of The Project.
5. Kildare County Council shall take all necessary steps to acquire the land in the functional area of Kilkenny County Council for the purpose of The Project.
6. Any land acquired in the functional area of Kilkenny County Council shall on being so acquired be transferred into the name of Kilkenny County Council.
7. 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.
8. 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 and this Agreement is subject to funds being made available to Kildare County Council.
9. 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.
10. 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.
11. 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

12. 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.
13. 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.
14. Reference to any statutory provision in this Agreement shall include reference to any amendment thereof and any regulation introduced in respect of any regulation or amendment to such statutory provision.

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 KILKENNY** was affixed hereto:-

(Nominated member)

(Chief Executive Officer)

(County Secretary)

SCHEDULE HEREINBEFORE REFERRED TO

The Rehabilitation works at

1. KK-N10-008.00 Ossary 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.



AGREEMENT

between

KILDARE COUNTY COUNCIL

and

KILKENNY COUNTY COUNCIL

IN ACCORDANCE WITH THE PROVISIONS OF

SECTION 85 OF THE LOCAL GOVERNMENT ACT 2001

For the

LEINSTER BRIDGES REHABILITATION CONTRACT 2022

November 2021

1.0 Introduction

Transport Infrastructure Ireland's (TII) Regional Bridge Manager for Leinster who is employed by Kildare County Council and is based in the Kildare National Roads Office in Kildare County Council has identified the need to carry rehabilitation works at the following structures;

Laois County Council

1. LS-M07-044.00 Ballydavis Interchange

South Dublin County Council

1. SD-N07-002.00 Tay Lane Footbridge

Kildare County Council

1. KE-M07-023.00 Great Connell Overbridge
2. KE-M07-025.00 Corbally Road Overbridge
3. KE-M07-028.00 Newbridge Road Bridge
4. KE-M07-030.00 Newhall Road Bridge
5. KE-M09-053.00 Kineagh Road Overbridge

Kilkenny County Council

1. KK-N10-008.00 Ossary Bridge

Fingal County Council

1. FG-M50-015.00 M50/N3 Interchange Bridge North
2. FG-M50-018.00 M50/N3 Interchange Bridge South

2.0 Proposal

It is proposed by Transport Infrastructure Ireland that the afore-mentioned works be undertaken by Kildare County Council for the following reasons:-

- a) The TII Regional Bridge Manager who is an employee of Kildare County Council, will be Project Manager for this scheme therefore Kildare County Council would be best placed to administer the contract.
- b) The TII Regional Bridge Management Section, located in Kildare County Council, have vast experience in project managing and administering bridge rehabilitation and improvement contracts on National Roads therefore Kildare County Council would be the most experienced Authority, in terms of in-house resources, to undertake these works.
- c) Considerable cost savings would be made if all road bridge works were carried out under a single works contract i.e. economies of scale.
- d) Considerable cost saving would be made in design and procurement as only one Tendering process would be required for the road bridges as opposed to four for a contract let by the five individual Local Authorities.

- e) There would be considerable time savings as a consequence of only having to go through a single tendering processes for the road bridge works and only having to assess a single contractor for the role of Project Supervisor Construction Stage.
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