



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

**RE: SECTION 85 AGREEMENT ON KILKENNY GREENWAY  
WITH WEXFORD COUNTY COUNCIL**

**DATE:** 10<sup>th</sup> September, 2018

Dear Councillor,

I enclose copy of Draft Section 85 Agreement on Kilkenny Greenway with Wexford County Council for consideration by the Members of Kilkenny County Council.

Kilkenny, Waterford and Wexford County Councils are proposing to carry out development works on the following Greenways:

- Waterford to Mountelliott Greenway
- Waterford to Rosslare Harbour Greenway

It has been agreed that Wexford County Council will be the Lead Authority for the three Local Authorities. Wexford County Council will carry out the following:

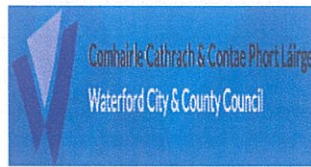
- all surveys, studies, investigations assessments and reports;
- the execution of all planning and related statutory consents;
- design and preparation of contracts;
- procurement and tendering;
- construction and handover of works.

A resolution of the Council is required under Section 85 of the Local Government Act 2001 to agree that Wexford County Council will act as the Lead Authority for the above.

**Sean McKeown,  
Director of Services.**

*Encl.*





AGREEMENT

Between

**KILKENNY COUNTY COUNCIL**

And

**WATERFORD CITY & COUNTY COUNCIL**

And

**WEXFORD COUNTY COUNCIL**

IN ACCORDANCE WITH THE PROVISIONS OF  
SECTION 85 OF THE LOCAL GOVERNMENT ACT 2001

For the

Proposed development by a Local Authority

Of the

**WATERFORD TO MOUNTELLIOTT GREENWAY**

And the

**WATERFORD TO ROSSLARE HARBOUR GREENWAY**

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the COUNTY COUNCIL OF WEXFORD having its principle offices at County Hall, Carricklawn, in the County of Wexford of the 1<sup>st</sup> Part;

AND THE COUNTY COUNCIL OF KILKENNY having its principle offices at County Hall, John Street, Kilkenny in the County of Kilkenny of the 2<sup>nd</sup> Part;

AND THE CITY AND COUNTY COUNCIL OF WATERFORD having its principle offices at City Hall, The Mall, Waterford in the County of Waterford of the 3<sup>rd</sup> Part;

#### WHEREAS

- a) The Councils are desirous of carrying out the development of the following greenways –
- Waterford to Mountelliott Greenway
  - Waterford to Rosslare Harbour Greenway

hereinafter referred to as 'the projects'

- b) Some of the lands on which 'the Projects' are proposed to be carried out are outside the functional area of Wexford County Council;
- c) The Councils are of the opinion that it would be more convenient if all statutory powers, functions, and duties which may be exercised and performed by them in relation to the development of the projects is exercised and performed by Wexford County Council on behalf of Kilkenny County Council and Waterford City and County Council and; Wexford County Council being able and willing to exercise and perform the foregoing statutory powers, functions and duties; 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.

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

1. Kilkenny County Council and Waterford City and County Council hereby agrees to Wexford County Council exercising and performing on their behalf, all of the statutory powers, functions, and duties of Kilkenny County Council and Waterford City and County Council, which are now or may be vested in Kilkenny County Council and Waterford City and County Council, and are necessary to enable Wexford County Council to perform and carry out fully all of the necessary functions of Kilkenny County Council and Waterford City and

County Council that are necessary to develop and achieve the construction and completion of the projects including inter alia:-

- a. all surveys, studies, investigations assessments and reports;
  - b. the execution of all planning and related statutory consents;
  - c. design and preparation of contracts;
  - d. procurement and tendering;
  - e. construction and handover of works.
2. Wexford County Council shall construct and complete the projects and shall incur such costs and expenses (herein collectively referred to as 'the cost') as it may decide are necessary for constructing and completing the projects and as may be ancillary and consequential hereto. The costs shall be apportioned between the parties in accordance with an agreement to be put in place by the parties.
  3. The actual cost for development and construction of the Projects shall include the costs and expenses of all acts necessary and ancillary thereto which shall be ascertained and certified by the Director of Services, Capital Development, HR and Corporate Services or other persons that may be appointment by the CE of Wexford County Council. The costs shall be apportioned between the parties in accordance with an agreement to be put in place by the parties.
  4. Wexford County Council shall, where applicable, apply to the appropriate Funding Authority for an allocation of the funds to cover the costs.
  5. Kilkenny County Council and Waterford City and County Council shall co-operate fully with Wexford County Council in all respects and as necessary in relation to the exercise and performance by Wexford County Council of the statutory powers functions and duties undertaken by it under this agreement in relation to the projects.
  6. Wexford County Council shall consult with Kilkenny County Council and Waterford City and County Council and shall provide to them all of the information available to it, which Kilkenny County Council and Waterford City and County Council may require in relation to the projects.
  7. Kilkenny County Council and Waterford City and County Council shall serve such notice, engage and undertake all public consultation processes within their function area associated with the projects. Wexford County Council will support Kilkenny County Council and Waterford City and County Council in these processes.
  8. Kilkenny County Council and Waterford City and County Council shall engage and undertake all landowner consultation including inter alia meeting with and

agreeing accommodation works with landowners within its functional area. Wexford County Council will support Kilkenny County Council and Waterford City and County Council in these processes.

IN WITNESS whereof Kilkenny County Council, Waterford City and County Council, and Wexford 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 WEXFORD** was affixed hereto:-

\_\_\_\_\_  
Nominated Member

\_\_\_\_\_  
Chief Executive

\_\_\_\_\_  
County Secretary

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Nominated Member

\_\_\_\_\_  
Chief Executive

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Nominated Member

\_\_\_\_\_  
Chief Executive

Date: \_\_\_\_\_

DRAFT







