

AGREEMENT made the _____ day of _____ 2020 **BETWEEN**
ROSCOMMON COUNTY COUNCIL, having its principal office at Áras an Chontae, Roscommon, County Roscommon, F42 VR98, Local Authority (hereinafter called "Roscommon County Council") of the One Part and **LEITRIM COUNTY COUNCIL** with their principal office at Áras an Chontae, Carrick-on-Shannon in the County of Leitrim, N41 PF67, Local Authority (hereinafter called "Leitrim County Council") of the Other Part.

WHEREAS:

- (a) Roscommon County Council is desirous in replacing Hartley Bridge in its area of jurisdiction being the works more particularly described in the schedule hereto (hereinafter called "the Works").
- (b) Roscommon County Council being of opinion that it would be more convenient if all of powers, functions and duties which may be exercised and performed by it in relation to the Works were exercised and performed by Leitrim County Council and Leitrim County Council being able and willing to exercise and perform the said functions, powers and duties, the parties hereto have agreed in accordance with the provisions of Section 85 of the Local Government Act, 2001 to enter into the following agreement.

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

- (1). Roscommon County Council hereby agrees to Leitrim County Council exercising and performing all of the statutory powers and functions and duties with regard to making of a CPO, ground investigation surveys, traffic surveys, environmental surveys, archaeological surveys, land acquisition which are now or may

hereafter be vested in Roscommon County Council as a Local Authority and necessary to adopt and apply to enable Leitrim County Council to design, acquire land, extinguish rights of way and other easements, undertake an Natura Impact Statement, Environmental Impact Statement, construct and complete the Works and to perform all acts necessary to achieve the completion of the Works, and to include the taking over of all existing designs and contracts which relate to or impinge on the Works but subject to the right to amend and/or replace any such designs or contracts and to enter into and conduct any negotiations relevant to such designs or contracts, and to include entering into new contracts.

- (2). Leitrim County Council shall design, construct and complete the Works to such standard and design as it may decide upon and shall incur such cost or expenses as it may decide is necessary for the purpose of constructing and completing the Works, subject to compliance with all requirements of the Department of Transport, Tourism and Sport and in accordance with good practice and established standards.
- (3). Leitrim County Council shall be responsible for and shall apply to the Department of Transport, Tourism and Sport for an allocation of funds necessary to cover the cost of the Works.
- (4). The actual cost of the construction and completion of the Works to include the costs and expenses of all acts necessary and ancillary thereto shall be ascertained and certified by Leitrim County Council subject to the approval of the Department of Transport, Tourism and Sport.

- (5). On completion of the Works, Leitrim County Council shall (if necessary or if called upon) transfer the site of the Works and all other easements ancillary thereto to Roscommon County Council who shall accept the same and take the said Works in charge and insofar as same are located within the area of jurisdiction of Roscommon County Council as a local authority and thereafter Roscommon County Council shall maintain the same and undertake all responsibility and liabilities arising in respect thereof.
- (6). Leitrim County Council shall consult with and shall afford to Roscommon County Council and its Officers all information which Roscommon County Council may require from time to time in relation to the execution of the Works.
- (7). Roscommon County Council shall co-operate fully with Leitrim County Council in all respects and where and when necessary in relation to the exercise and performance by Leitrim County Council of the functions undertaken by it under this Agreement.
- (8). Leitrim County Council shall negotiate with and enter agreements with Office of Public Works, Waterways Ireland, Inland Fisheries Ireland, Bord Gáis, ESB, Eir, Irish Water and any other Public Body or private utility company/provider, for the purpose of any Bridge works. On completion of the Works associated with any flood defence works crossing over, under or level with the railway line or canal, or moving of cables, wires, pipes, drains or conduits Leitrim County Council shall, with the agreement of Roscommon County Council, transfer to Roscommon County Council all responsibilities and liabilities arising subsequently in respect thereto.

- (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 hereunder then same shall be referred to the Department of Transport, Tourism and Sport for decision by the said Authority or of the person so appointed shall be final and binding on the parties hereto.

IN WITNESS whereof Leitrim County Council and Roscommon County Council have each hereto caused their respective Seals to be affixed hereto on the day and year first hereinbefore **WRITTEN**:

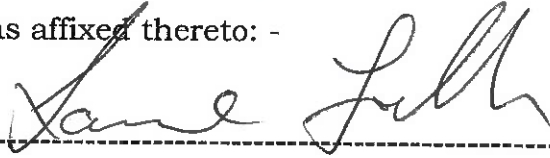
SCHEDULE HEREINBEFORE REFERRED TO

The construction (within the Counties of Leitrim County Council and Roscommon County Council) of Hartley Bridge Replacement Scheme and all ancillary works necessary and incidental thereto the project for the townlands of Hartley, Carrick on Shannon, Co. Leitrim and Cleaheen, Co. Roscommon.

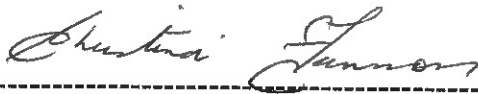
PRESENT when the Corporate Seal of

ROSCOMMON COUNTY COUNCIL

was affixed thereto: -



NOMINATED MEMBER ROSCOMMON COUNTY COUNCIL



NOMINATED EMPLOYEE ROSCOMMON COUNTY COUNCIL

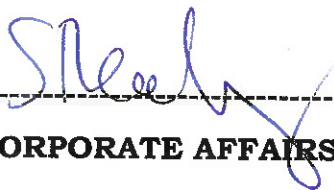


CHIEF EXECUTIVE ROSCOMMON COUNTY COUNCIL

PRESENT when the Corporate Seal of

LEITRIM COUNTY COUNCIL

was affixed thereto: -



SEO CORPORATE AFFAIRS



CHIEF EXECUTIVE





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Comhairle Contae Liatroma Leitrim County Council

FILE : HARTLEY
BRIDGE

Áras an Chontae
Cora Droma Rúisc
Contae Liatroma
N41 PF67

Áras an Chontae
Carrick on Shannon
Co. Leitrim
N41 PF67

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Certified copy of Minute 81.20 of Council Meeting 26th June 2020

MM 81.20: Consider Agreement with Roscommon County Council concerning the design, construction and completion of the Hartley Bridge Project

On the **PROPOSAL** of Cllr. Paddy Farrell
SECONDED by Cllr. Des Guckian

It was **AGREED** that Leitrim County Council being the administering authority agrees to the making of agreement concerning the design, construction, and completion of the Hartley Bridge Project under Section 85 of the Local Government Act 2001 with Roscommon County Council.

Kieran Brett
Meetings Administrator
22nd September 2020



Roscommon County Council

PLENARY MEETING HELD ON Monday, 28 September 2020

DECISION OF ROSCOMMON COUNTY COUNCIL

96.20 Section 85 Local Government Act 2001, as amended.

On the PROPOSAL of Cllr. Cummins
SECONDED by Cllr. Callaghan

It was AGREED to enter into an agreement under Section 85 Local Government Act 2001, as amended, between Roscommon County Council and Leitrim County Council in respect of the Hartley Bridge Replacement Scheme.

Signed: Patricia Bohan
Patricia Bohan,
Meetings Administrator.

Date: 19 October 2020

