



## ***Miontuairiscí / Meeting Minutes***

### ***Ashbourne Municipal District***

#### ***Ordinary Meeting***

***9:30 a.m., 12<sup>th</sup> September 2016, Ashbourne Civic Offices***

An Cathaoirleach, **Councillor Alan Tobin**, presided.

**Councillors Present:** Joe Bonner, Claire O'Driscoll, Suzanne Jamal, Darren O'Rourke, Seán Smith.

**Officials in Attendance:**

**Head of Finance:** Fiona Lawless

**Meetings Administrator:** Claire King

**Executive Engineer:** Janet Murphy

**Staff Officer:** Triona Keating

## **1 Confirmation of Minutes**

### **1.1 Confirmation of minutes of Ordinary Meeting held on 11<sup>th</sup> July, 2016.**

The Minutes of the Ordinary Meeting held on 11<sup>th</sup> July 2016 were adopted on the proposal of **Councillor Seán Smith** and seconded by **Councillor Darren O'Rourke**.

## **2 Matters arising from the Minutes**

Councillor Darren O'Rourke requested an update on the Linear Park – it was confirmed that, in order to progress the Part 8, tenders had been sought for the Appropriate Assessment screening, a Flood Risk Assessment and the design of a footbridge but that no tenders had been received and would have to be sought again, with a closing date of 23<sup>rd</sup> September. Whilst it was hoped to commence the Part 8 in October, this would depend on the availability of consultants. A short discussion followed on the need to replace the footbridge as the original had been removed. It was agreed that contact would be made with the relevant bank requesting that they fund its reinstatement.



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Councillor Joe Bonner requested that Deerpark Residents Association be invited to address the October meeting – this was agreed.

### **3 Expressions of Sympathy and Congratulations**

Congratulations were extended to:

- The Chamber of Commerce and all involved in organising the Ashbourne Racing Festival, including the Civil Defence who provided their services at the Racing Festival and the Youth Café runs.
- Meath County Council staff, particularly Janet Murphy, community groups, Tidy Towns and Tús workers on their excellent achievements in relation to the IBAL Litter League results;
- Natalya Coyle on her achievements at the Olympics – it was agreed that a letter of congratulations would issue on behalf of Ashbourne Municipal District.

### **4 To receive an update by the Ashbourne & District Community Council Ltd., Development Project Committee on the redevelopment of the Ashbourne Community Centre.**

Tom Mulvaney and Brendan Dollard, attended the meeting on behalf of Ashbourne & District Community Council Ltd. and provided an update on the progress being made on the redevelopment of Ashbourne Community Centre, including the scope of works and an estimate of the overall costing and timeframe, with work due to commence in October.

A discussion followed on issues relating to the scope of works to be carried out and agreements with Meath County Council in relation to the site. It was agreed that Councillors would submit a list of queries relating to these issues to Fiona Fallon, Senior Executive Officer, Community Department for forwarding to the Committee and responses would be provided at the October/November monthly meeting. It was also agreed to provide Councillors with as much information as possible, including copies of any relevant agreements.



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### **5 Statutory Business**

#### **5.1 Community**

- 5.1.1 To consider applications under the Town and Village Renewal Scheme.

Fiona Fallon, Senior Executive Officer, Community Department attended the meeting and outlined the key elements of the scheme, including the funding available, and the projects being proposed for Ashbourne Municipal District.

Following a short discussion, it was agreed to apply for funding in 2016 for a pedestrian crossing in Stamullen and a footpath from Skyrne village to the school. It was also agreed that the playground in Stamullen would be included as a Priority 2 project, for consideration in 2017.

#### **5.2 Corporate Services**

- 5.2.1 To receive a report on the proposed Protocol for Twinning Arrangements.

Dara McGowan, Senior Executive Officer, Corporate Services delivered a presentation, which outlined the key elements of the proposed Protocol.

A short discussion followed on the previous motion adopted at the April 2016 meeting relating to a town twinning proposal with Corcubi3n, Galicia, Spain, and the level of support to be provided by Meath County Council to the committee leading this twinning initiative. It was agreed that the committee should submit a number of proposals and these would be considered when the schedule of twinning activities was being discussed at the January meeting.

The funding available to support twinning activities, including that available from the EU, was also discussed and it was agreed to circulate available information to Councillors.

- 5.2.2 To note Municipal District Allocations submitted by Councillors on behalf of Ashbourne Municipal District.

The list of allocations, circulated in advance, was noted.



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Councillors were reminded of the deadlines that apply to applications for internal and external allocations and the relevant terms of the Protocol.

### **5.3 Transportation**

- 5.3.1 To receive an update on the proposed Housing Estate Special Speed Limit Bye-Law statutory process.

Paul Phelan, Executive Engineer, Transportation Department, confirmed that the draft Road Traffic (Special Speed Limit) (Housing Estates) County of Meath Bye-Laws (No. 1) 2016 had been on public display from 05<sup>th</sup> July to 05<sup>th</sup> August and no objections had been received in relation to the proposed document. It was now proposed that the draft Bye-Law be submitted to the full council meeting in October for formal ratification.

This was approved on the proposal of **Councillor Alan Tobin** and seconded by **Councillor Joe Bonner**.

- 5.3.2 To receive a Progress Report on works undertaken/planned for Ashbourne Municipal District.

The report was circulated in advance and matters raised by Councillors included:

- The disposal of domestic refuse in the Big Belly Bins – it was confirmed that restrictors could be installed to prevent this.
- Illegal dumping at the Bring Bank facilities, e.g. at Supervalu – it was agreed to refer this matter to Environment and ask that they consider relocating these facilities or adding additional facilities, e.g. at the Retail Park.
- The provision of speed signage at Donaghmore Church and the need for traffic surveys, particularly in relation to HGV traffic – it was agreed to refer this to Transportation Planning & Design.



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- Commended Janet Murphy on the works undertaken within the Municipal District.

### **5.4 Planning**

#### 5.4.1 Matters Arising

The following matters were raised by Councillors:

- The need to provide Councillors with more information and training in areas such as forward planning.
- The provision of car parking facilities at new school developments – it was confirmed that, as part of the planning application process, traffic management was considered.
- The need for footpaths in areas with high traffic volumes and where many incidents go unrecorded, e.g. at Baltrasna – it was confirmed that this matter would be referred to Transportation Planning & Design, with a view to seeking further information on this matter and assess if a costing for a footpath at this location could be obtained.

## **6 Notice of Question**

### **6.1 Submitted by Councillor Sean Smith**

“Does Meath County Council have a copy of the Maintenance Agreement with the NRA for the Nine Mile Stone roundabout and, if so, can a copy be provided to the Ashbourne Municipal District Councillors?”

**Response:**

*Further to request for information please see below the relevant extracts from the TII Motorway Maintenance and Renewals Contract (MMaRC) Inspection and Maintenance Requirements relating to grass bulbs and wildflowers areas and established trees and shrubs applicable for Ninemilestone Roundabout provided for the Councillors information.*



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*In summary, the maintenance to be performed at the Ninemilestone Roundabout is as follows:*

- *Grassed areas on roundabouts to be cut to 50mm when grass reaches a height of 100m;*
- *Weed control;*
- *Shrubs to be maintained;*
- *Contractor to ensure they do not encroach on carriageway;*
- *Contractor to “promote and sustain healthy growth” of planted areas.*

*EXTRACT FROM PERFORMANCE REQUIREMENTS of the Motorway Maintenance and Renewals Contract*

### *28. GRASS, BULBS AND WILDFLOWER AREAS*

#### *28.3. Maintenance Requirements*

*28.3.1. Notwithstanding the particular requirements for grass cutting maintenance contained in this Section 28, the Contractor shall also maintain grassed areas in accordance with the general requirements as defined in Specification Clause 3007AR.*

*28.3.2. The Contractor shall coordinate grass cutting and litter picking operations so that a litter pick is carried out prior to the first cut after winter, to ensure that litter is not present when grass cutting occurs.*

*28.3.3. Notwithstanding the requirements of this Section 28, the Contractor shall undertake a grass cut of elements of the Network as defined in Sections 28 and 29 within 28 days of the Starting Date.*

*28.3.4. The Contractor shall cut the following areas listed in this Section 28.3.4 such that the first cut after winter and all subsequent cuts shall occur when grass reaches a height of 100mm and the grass shall be cut to a height of 50mm and the cuttings removed off the Network or mulched to the satisfaction of the Employer’s Representative:*



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*(i) The full boundary width of all Network Roads subject to a 30, 50 or 60 km/h speed restriction including but not limited to where applicable, a 100 metres stretch before and after the speed restriction.*

*(ii) Grassed areas on roundabouts within or associated with urban areas and settlements and the like.*

*(iii) Adjacent to all lay-bys and bus-stops to a maximum width of 5 metres from the back edge of the lay-by and including 25 metres from the end of the merge and diverge sections, tapering from the maximum 5 metres width behind the lay-by to tie-in with the 1.2 metres swathe cut at the edge of the carriageway.*

*(iv) Swales*

*28.3.5. The Contractor shall cut the following areas listed in this Section 28.3.5 such that the first cut after winter and all subsequent cuts shall occur when grass reaches a height of 150mm and the grass shall be cut to a height of 75mm and the cuttings removed off the Network or mulched to the satisfaction of the Employer's Representative:*

*(i) A 2.0 metre width measured from the edge of the carriageway or to the back of safety barrier, whichever is the greater, in verges adjacent to carriageways, hardshoulders, hardstrips, areas of chevrons, and An Garda Síochána observation platforms. This width shall be increased accordingly where the remaining grass between the 2.0 metre area and any adjacent boundary (for example a wall, fence or area of planting) shall be less than 2.0m.*

*(ii) A 2.0 metre width measured from the edge of the carriageway or to the back of safety barriers, whichever is the greater, along both sides of slip road and Connecting Roads. This width shall be increased accordingly where the remaining grass between the 2.0 metre area and any adjacent boundary (for example a wall, fence or area of planting) shall be less than 2.0m.*

*(iii) At slip road and carriageway nosings, the full width of grass shall be cut where it is 8.0 metres or less wide between the back of carriageway and nearest edge of slip road.*

*(iv) A 2.0m width, or to the back of safety barriers, whichever is the greater, adjacent to cycleways, footways or other paved areas where there is no grassed area between them and the adjacent carriageway.*

*(v) The full width of grassed central reservations.*



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*(vi) Grassed areas within visibility splays, within sight lines at slip roads and link roads, at hazardous bends, junctions, roundabouts, and major accesses.*

*(vii) Vegetation adjacent to all traffic signs so that no vegetation obstructs the visibility to sign faces measured from a driver's eye height of between 1.05m and 3.0m above and over the full width of the adjacent carriageway, including the hard shoulder.*

*(viii) Within all grassed areas at roundabouts surrounded by the circulatory carriageway.*

*28.3.6. All remaining grassed areas of the Network not identified in Sections 28.3.4 and 28.3.5 shall be cut during the months of June, July or August by the Contractor within the first 12 months of the Starting Date and once per 36 months thereafter, such that the grass is cut to a height of less than 300mm.*

*28.3.7. Paved or chipped central reservations and verges, including exposed filter drains and kerbs/channels, shall be treated by the Contractor during the Service Period to remain weed free. Dead weeds shall be removed as debris.*

*28.3.8. All grassed or planted or other herbaceous vegetation areas within the Network together with features such as ponds, open ditches and wetlands shall be managed by the Contractor to encourage sustainable development and the conservation and promotion of biological diversity in accordance with relevant Legal Requirements.*

*28.3.9. The Contractor shall consult and comply with the requirements of Relevant Authorities where any designated site of natural, cultural or historical interest or its curtilage is affected, or has the potential to be affected, by the maintenance.*

*28.3.10. The Contractor shall undertake siding out in accordance with Specification Clause 674AR to prevent material being washed into drainage channels, obscuring road markings or narrowing available carriageway or footway width.*

*28.3.11. Where weeds are identified, the Contractor shall either:*

*(i) eradicate them with a selective herbicide approved by the Pesticide Control Service of the Department of Agriculture, Food and the Marine, or*

*(ii) physically remove them and dispose of them from the Network within 28 days of them being identifiable.*

*28.3.12. Weeds listed in the Noxious Weeds Act 1936 and other pernicious weeds shall be controlled by the Contractor by uprooting, cutting or use of chemicals to prevent them becoming a nuisance in accordance with Specification Clause 3002AR. The Contractor*



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*shall comply with all applicable Legal Requirements, including but not limited to, the Noxious Weeds Act, 1936, and the Wildlife Acts, 1976 to 2000, and shall comply with the 'Guidelines on the Management of Noxious Weeds and Non-Native Invasive Plant Species on National Roads' published by the National Road Authority.*

*28.3.13. The use of herbicides by the Contractor shall be avoided where practicable and only the minimum amount of herbicides necessary to meet with the maintenance requirements shall be used.*

*28.3.14. The use of herbicides detailed in the Landscape Maintenance Plan by the Contractor shall be restricted to the following circumstances and shall take into account the Legal Requirements regarding plant protection products:*

*(i) selective herbicides: for the control of noxious weeds to prevent nuisance, herbicides specifically formulated for the species of weed to be eradicated shall be selected. Selective herbicides will eradicate a wide range of broad leafed plants and the Contractor shall ensure that the chemical is directed accurately to the individual noxious weed or area of weeds to prevent other broad leafed plants being affected; and*

*(ii) total herbicides shall not be used.*

*28.3.15. Differing herbicides shall be used by the Contractor in accordance with the manufacturers' written recommendations and instructions on a rotational basis in order to reduce a build up of chemicals and to reduce the risk of weeds developing resistance to certain chemicals.*

*28.3.16. Grass growth retarders shall not be permitted.*

*28.3.17. Inflammable plants and materials, including but not limited to, gorse or dead wood, shall be cut back or otherwise controlled to ensure they do not become a fire risk or nuisance.*

### **29. ESTABLISHED TREES AND SHRUBS**

#### **29.3. Maintenance Requirements**

*29.3.1. The Contractor shall maintain trees, hedges and other planted areas in accordance with Specification Clause 3010AR. The Contractor shall promote and sustain the healthy growth of trees, hedges and other planted areas, and shall use best endeavours to ensure that all planting is as self-reliant as possible in accordance with the maintenance plan for the plot, if available.*

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29.3.2. *The maintenance work shall be completed by the Contractor not more than 8 weeks after the Detailed Inspection except for those elements which are restricted by season. Elements which are restricted by season shall be completed within 4 weeks of the commencement of the appropriate season and, in any event, prior to the next Detailed Inspection. In the event that necessary maintenance work relates to a Category 1 Defect, the Contractor shall consult with the Employer's Representative and Relevant Authorities to assess if works should be carried out in the restricted season.*

29.3.3. *Hedges in central reservations shall be maintained by the Contractor in such a manner as to produce a height of between 1.5 and 2.0 metres and density of growth sufficient to prevent stray vehicle light from affecting the drivers of vehicles travelling on the opposite carriageway. Hedges in central reservations shall be maintained with sloping from a wider base to prevent self shading and allowing light to the base of the hedge. All other hedges shall be maintained in a neat and tidy appearance.*

29.3.4. *The Contractor shall consult the Relevant Authority prior to carrying out maintenance of trees within areas covered by Legal Requirements including but not limited to the Planning and Development Act, 2000.*

29.3.5. *Visibility at slip roads, junctions, accesses and bends shall not be obstructed such that desirable minimum stopping distances and full overtaking sight distance are maintained in accordance with NRA TD9. Trees, hedges or planted areas shall be trimmed by the Contractor as necessary or removed to prevent the desirable minimum stopping line of sight or overtaking line of sight being impeded as confirmed by site survey with video record and checked annually by a Road Safety Auditor, approved by the Employer's Representative, between April and September.*

29.3.6. *The Contractor shall take appropriate action to ensure that trees and shrubs, particularly those which have naturally colonised or outgrown their positions shall not encroach upon the carriageway or footway, do not restrict available road width or otherwise pose a potential hazard. The Contractor shall remove trees with a girth greater than that allowed in the clear zone for the design speed of the road as defined in TD19.*

29.3.7. *Action to prevent and control the spread of serious pests and diseases affecting trees and shrubs shall be taken by the Contractor as soon as their presence is identified.*

29.3.8. *The Contractor shall at all times comply with all Legal Requirements, including but not limited to the European Communities (Birds and Natural Habitats) Regulations 2011*

29.3.9. *All planting shall be adequately protected by the Contractor against browsing animals and vermin. If damage is identified, remedial action shall be carried out within 7 days.*



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29.3.10. *Planted areas shall be managed by the Contractor, where appropriate, to encourage biological diversity, to manage objectives of the individual planting, to consolidate the surrounding landscape character, to provide for the safety and enjoyment of users of the Network.*

29.3.11. *The use of herbicides shall be avoided by the Contractor where practicable and only the minimum amount of herbicides necessary to meet the maintenance requirements shall be used. Directions on their use shall be as set out in Section 28 of this Volume A Part A2. The Contractor shall have due regard to the Legal Requirements regarding plant protection products.*

29.3.12. *The frequency of maintenance is shown in Appendix 2 to Volume A Part A2 (Hedges 52 weeks cyclic maintenance, trees and shrubs condition based maintenance).*

The response was noted. Councillor Seán Smith sought clarification on whether the maintenance schedule included the roadside perimeters surrounding the roundabout. It was agreed to refer this to Transportation.

### **6.2 Submitted by Councillor Claire O’Driscoll**

“Can the Executive please clarify the existing legislation and rules surrounding rights of way? How is a right of way defined and how is one established? What is the process whereby it can be extinguished? Is a list of right of ways available for the Ashbourne Municipal District?”

#### **Response:**

#### ***Legislative Background***

*The Planning & Development Act 2000–2015 at Section 10(2) (O) state that a Development Plan shall include an objective for:*

*‘The preservation of public rights of way which give access to seashore, mountain, lakeshore, riverbank or other place of natural beauty or recreational utility, which public rights of way shall be identified both by marking them on at least one of the maps forming part of the development plan and by indicating their location on a list appended to the development plan’.*



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*Section 206 of the Planning and Development Act 2000-2015 refers to the creation of public rights of way by agreement.*

*Section 207 of the Planning and Development Act 2000-2015 details compulsory powers for the creation of public rights of way.*

*Section 208 of the Planning and Development Act 2000-2015 contains supplemental provisions with respect to rights of way.*

*Procedures for extinguishment of rights of way are set out at Section 73 of the Roads Act 1993.*

*Meath County Development Plan 2013-2019*

*Section 9.7.9 of the County Development Plan 2013-2019 contains the following policy and objective:*

*NH POL 20 'To preserve and protect for the common good, existing public rights of way which give access to seashore, mountain, lakeshore, riverbank or other place of natural beauty or recreational utility as identified in Appendix 14 & Map Series 9.4 (Volume III).'*

*NH OBJ 8 'To seek to identify and protect over the lifetime of the plan further existing rights of way which give access to seashore, mountain, lakeshore, riverbank or other place of natural beauty or recreational utility (accompanied by mapping showing public rights of way).'*

*Appendix 14 of the County Development Plan 2013-2019 contains a list of public rights of ways, identified to date, in accordance with this provision of the Planning Act 2000 as amended.*

*Volume 3 contains maps of the public rights of way listed in Appendix 14, Maps 9.4.1 to 9.4.24 refer.*

*Rights of Way in the Ashbourne Municipal District listed in the County Development Plan 2013-2019*

*Public right of way R6 (Map 9.4.23 refers) is defined as follows:*



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*'Along the south bank of the Broadmeadow River in Ashbourne, from the junction of Bridge Street and Castle Street on Regional Road R135 to Local Road L-50191-51 at the Meath County Council Sewage Pumping Station.'*

*Extinguishment of Right of Way is processed in accordance with the Roads Act 1993.*

The response was noted. Councillor Claire O'Driscoll sought clarification on the number of Rights of Way in the Ashbourne Municipal District, as per the response that indicated only one, and stated that this matter required a wider discussion, for example where the public perceive Rights of Way to exist and the need to register public Rights of Way. It was agreed to invite the Planning Department to send a representative to a future meeting to discuss this issue.

### **7 Notice of Motion**

There were no Notices of Motion.

### **8 Correspondence**

- 8.1 Correspondence received from OPW in response to the Notice of Item 9.1 – Notice of Motion as adopted at June meeting re lighting at Skreen church on the hill of Skryne.

The correspondence was noted.

- 8.2 Correspondence received from Irish Water re the foul sewer located between Brookville Estate and Hunters Lane, Ashbourne, Co Meath.

The correspondence was noted. It was confirmed that Phase I of the flooding alleviation works would commence in mid-October and that an update would be requested from Irish Water in relation to the diversion of the foul sewer, as referred to in the correspondence, as this may take place during Phase II works.

### **9 Any Other Business**

- 9.1 Councillor Alan Tobin raised the following issues:



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- 9.1.1 The boundary encroachment by a private residence onto public land at Crestwood – it was agreed to refer this to Corporate Services.
- 9.1.2 The erection of flagpoles outside Ashbourne Civic Offices – it was confirmed that the landowner had granted permission to erect two flagpoles.
- 9.2 Councillor Darren O'Rourke raised the following issues:
  - 9.2.1 The ongoing issues at Primatestown.
  - 9.2.2 The possibility of the European Medicines Agency relocating to Meath, and specifically Ashbourne, following Brexit – it was agreed on the proposal of **Councillor Darren O'Rourke** and seconded by **Councillor Suzanne Jamal** to write a letter to the Minister of Health on behalf of Ashbourne Municipal District outlining the reasons why Ashbourne presented the ideal location. Councillor O'Rourke agreed to draft a letter in this regard.
- 9.3 Councillor Suzanne Jamal raised the following issues:
  - 9.3.1 The need to erect a sign at the rear entrance to Ballymagarvey Village indicating the location of Ballymagarvey Cemetery.
  - 9.3.2 The dangerous junction at the Esso garage at Hayestown Cross – it was agreed to refer this to Transportation Planning & Design.

This concluded the business of the meeting.

**Signed:**

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**Cathaoirleach**