
Carlow County Council



Kildare National Roads Office

N80 Leagh Bends Scheme

NRO246

Real Estate Consultancy Services for N80 Leagh Bends Scheme

Appendix 1 to Schedule B of the Form of Tender and Schedule –

Service Requirements

Kildare County Council
Kildare National Roads Office
Block B
Maudlins
Naas
Co. Kildare



DOCUMENT

CONTROL

SHEET



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1. Introduction

Carlow County Council (The Client) is seeking to appoint a Service Provider for Real Estate Consultancy Services to secure the acquisition of land and property necessary for the delivery of the N80 Leagh Bends Scheme.

Phase 4 (Statutory Processes) of the Scheme is complete and approval to proceed to Phase 5 (Enabling and Procurement) of the TII Project Management Guidelines has been granted.

Any references to the “Consultant” within the Instructions to Tenderers and within this Service Requirements document and other Contract Documents for this contract shall be taken to have the same meaning as “Consultant” in the Standard Conditions of Engagement for Consultancy Services (Technical) used for the contract to provide Real Estate Consultancy Services for the N80 Leagh Bends Scheme.

References to “Consultant” and “Service Provider” shall be taken to have the same meaning.

The Consultant shall perform all duties of the Property Valuation Advisors as described in the TII publications detailed below.

References to “Client” within the Instructions to Tenderers and within this Service Requirements document and other Contract Documents for this call-off contract shall be taken to mean “Carlow County Council” (CCC).

References to “Contacting Authority” within the Instructions to Tenderers and within this Service Requirements document and other Contract Documents for this contract shall be taken to mean “Carlow County Council” (CCC).

References to “Technical Advisers” within the Instructions to Tenderers and within this Service Requirements document and other Contract Documents for this call-off contract shall be taken to mean the Technical Consultant for the scheme appointed by the Client.

The Consultant is advised that the Client may or may not proceed with any or all of the elements of these Service Requirements depending on funding availability, approval to progress between phases and the performance of the Consultant.

Where the Consultant’s Tender Quality Submission gives rise, in the opinion of Carlow County Council, to a higher standard of work or service than that contemplated by the other provisions of the Contract (including the stated service requirements), the Consultant shall provide the higher standard of work or service set out in the Consultant’s Tender Quality Submission. Where the Consultant’s Tender Quality Submission would give rise to a lesser standard of work or service than that contemplated by the other provisions of the Contract (including the stated service requirements), the Consultant shall provide the standard of work or service contemplated by the other such provisions of the Contract (including the stated service requirements). Any decision on whether a provision of the Consultant’s Tender Quality Submission gives rise to a lesser or higher provision of work or service than the other provisions of the Contract shall be determined by Carlow County Council at its sole discretion. This contract may be terminated at any time by the Client, end or mid phase, should any of the following circumstances arise:

- i. Funding for the project is withdrawn;
- ii. The project becomes stalled due to legislative difficulties;
- iii. Poor technical delivery performance by the Consultant in their provision of services; and
- iv. Any other reason at the sole discretion of Carlow County Council.

2. Introduction

2.1 The Scheme

The N80 National Secondary Road extends from Enniscorthy, Co. Wexford to Tullamore, Co. Offaly. The section under consideration is located south of Carlow and extends between Castletown Crossroads at the northern end and Graiguenaspiddoge Crossroads at the south, as illustrated by the dashed line in Figure 2-1. The distance between these junctions is approximately 2.4 km. There are no intermediate junctions on the existing road.

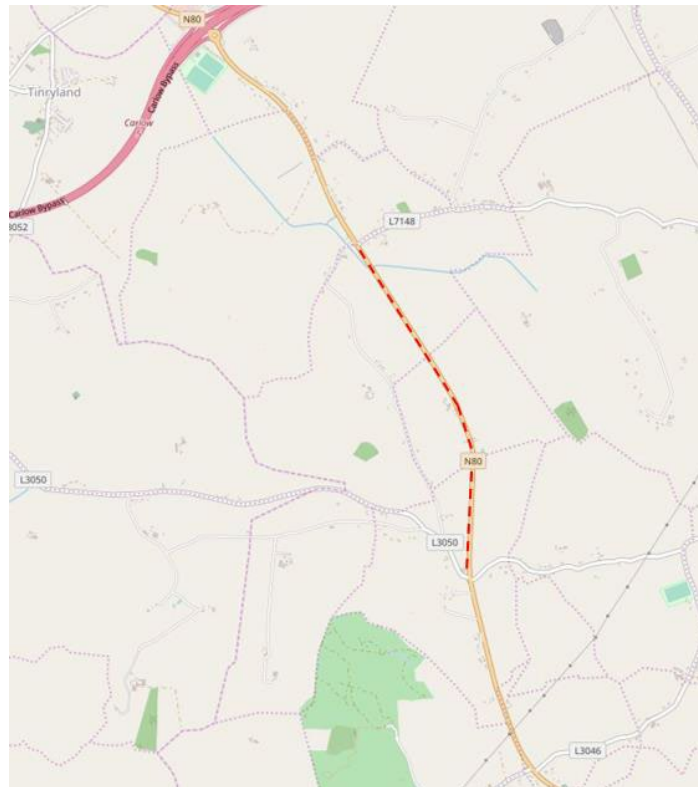


Figure 2-1 N80 Corridor

This section of the existing N80 is deficient in width and alignment and contains a series of bends. The road is a single carriageway approximately 6.5m wide. The existing road has no hard shoulders. Cyclists share the road space with vehicles. There are two crossroads, seven house accesses and two farmyard accesses on this stretch of road. The speed limit at this location is 100km/h.

The N80 to both the north and south of this section is of improved standard and has hard shoulders. Drivers of vehicles travelling from both the north and the south may have an expectation of a certain standard of road and may drive accordingly. This substandard section, with no hard shoulders and a series of bends, has had several collisions.

The Planning for the Scheme was granted by An Coimisiun Pleanála under Section 177AE of the Planning and Development Act 2000 on 13th November 2025.

The Compulsory Purchase Order (CPO) for the Scheme was confirmed, with modifications, by An Coimisiun Pleanála on 13th November 2025.

2.2 Project Team

Transport Infrastructure Ireland (TII) shall carry out the functions of the Approving Authority as defined in the Public Spending Code (PSC) and TII's Project Management Guidelines (PMG).

Carlow County Council shall carry out the functions of the Sponsoring Agency. Technical Consultants will be appointed to provide technical consultancy services for the delivery of Phase 5 of the TII Project Management Guidelines for the Scheme.

Kildare National Roads Office (KNRO) is providing project management services on behalf of the Client.

2.3 Project Phases

Transport Infrastructure Ireland (TII) projects are broken into 8 distinct phases as detailed in Table 2.3.1 (see TII Project Management Guidelines, PE-PMG-02041). This call-off competition relates to the provision of Real Estate Services to be provided throughout Phases 5,6 and 7 of the Project.

Table 2.3.1 - TII Project Phases

Planning and Design	Phase 0	Scope and Pre-Appraisal (Completed)
	Phase 1	Concept and Feasibility (Completed)
	Phase 2	Option Selection (Completed)
	Phase 3	Design and Environmental Evaluation (Completed)
	Phase 4	Statutory Processes (Completed)
Construction / Implementation	Phase 5	Enabling and Procurement
	Phase 6	Construction and Implementation
	Phase 7	Close out and Review

2.4 Programme

The project is currently at Phase 5 – Enabling and Procurement. It is anticipated that Real Estate Services will be required throughout Phases 5, 6 and 7.

3. Scope of the Project

3.1 Service Provider

The Service Provider appointed under this commission shall provide Real Estate advice and services to the project team during the delivery of Phases 5, 6 and 7, including all the services required of the Land and Property Valuers set out in the TII Publications and in accordance with these Service Requirements.

3.2 Progression of Projects

3.2.1 Gate Reviews

At the end of each Project phase, a Gate Review will be required in order to progress to the next phase in accordance with TII's PMGs and Project Manager's Manual (PMM). Gate reviews are separate to the formal Approving Authority Approval Points. The purpose of each gate is to ensure that a project has met certain requirements before it can proceed to the next phase.

3.2.2 Approving Authority Approval

Approving Authority Approval will be required before proceeding through each of the project Phases.

4. Description of Services Required

4.1 General Information

The Client requires the Service Provider to provide real estate consultancy services related to land and property valuation for the proposed road development as set out in these Service Requirements using the Conditions of Engagement for Consultancy Services (Technical).

The Real Estate Consultancy Services (land and property valuation) shall include those services necessary for the acquisition of the lands included in the CPO. These services include, but are not limited to:

- all land and property valuation services;
- assessment of claims submitted in response to Notice to Treat;
- negotiation & settlement of claims;
- assessment & arbitration services (if required);
- advising on accommodation works;
- reporting to the client and attendance at progress meetings;
- consultations with other specialists;
- attendance at meetings with landowners and their advisors;
- preparation for, attendance at and representation at Assessment Hearings and/or Arbitration Hearings (if required); and
- preparation of Land Compensation Closeout Reports.

The services relating to Stage (iii) Assessment, and Stage (iv) Arbitration are strictly provisional and may be carried out in whole, in part or not at all at the sole discretion of the Client.

Table 4.1.1 outlines the approximate Land Take Details for the Scheme.

Table 4.1.1 - Approximate CPO Case Details

N80 Leagh Bend Scheme	
Case type	Approx. No. of cases
Land Acquisition	28
Farmyard and Agricultural Buildings	1
Roadbed	10
Approximate Land Take Area	17.748 ha

4.1.1 Key Personnel / Resources

The Key Personnel proposed to provide the services for this contract shall be those as submitted as part of the Service Providers Tender, or any additional or replacement Key Personnel approved by the Client and shall satisfy the requirements of Section 4.1.2 below.

Any requests for changes to Key Personnel must be sought in writing to the Client and changes may not be made without the written approval of the Client. All replacement personnel shall be equivalent or higher-grade staff, in accordance with the requirements of these Service Requirements. Any changes to Key Personnel will only be permitted at the discretion of the Client. The Client's approval of the changes to Key Personnel will be subject to TII approval.

The Service Provider shall provide any required information in respect of any additional or replacement Personnel or any other Personnel whatsoever who may in the future provide any or all of the Services.

The property valuation services for the N80 Leagh Bends Scheme will be complex, and the Consultant must adequately resource a devoted team to ensure the efficient, competent and successful delivery of the services set out in these Service Requirements.

The Consultant shall match the level of resources and resource expertise assigned to the project with the nature of the tasks being carried out to ensure timely and effective completion of deliverables and the project.

The Project Lead shall be of Director grade with experience on major projects of a similar scale and complexity. The Project Lead shall be expected to be fully available as the Client requires for this project.

The Client reserves the right to ask for the removal of any personnel who fail to meet the criteria of the Service Requirements. In such instance, the Consultant shall immediately provide a suitably competent replacement in line with the criteria of the Suitability Assessment, the Instruction to Tenderers, and the Service Requirements for Client approval.

Where possible, the same personnel should be used throughout the project delivery to ensure a consistent approach.

Other issues envisaged arising as part of the property valuations include, inter alia, existing tenancy arrangements, existing lease arrangements, owners (private individuals, businesses, banks and receivers), occupiers etc.

The Consultant shall provide the services of an Agronomist.

Where the Consultant nominates a subcontractor to undertake a Specialist Skill (Planner & Business Analyst, Agronomist), this subcontractor must provide the Client with a Collateral Warranty for the provision of its specialist services. The Collateral Warranty (MF 2.3) is provided as part of the Tender. An executed Collateral Warranty will form part of the Contract Documents.

4.1.2 Personnel Grades

For purposes of the present contract the following personnel grades are recognised:

- Director
- Associate Director
- Senior Surveyor
- Agronomist
- Trainee Surveyor
- Administrative Staff

In accordance with the Conditions of Engagement, personnel as listed at tender award as forming the Project Team, must form part of the Project Team, and substitute personnel will only be considered if the prior written approval of the Client has been obtained.

4.1.2.1 Director

The minimum educational and professional qualifications of the Director shall be as follows:

- (i) Have a minimum Level 8 qualification recognised by the Quality and Qualifications Ireland (QQI), or equivalent qualification, in Property Studies or an equivalent discipline;
- (ii) Have at least 10 years post qualification experience in the valuation of property and valuation services profession;
- (iii) Have at least 7 years' experience in assessment of compensation for the compulsory acquisition of land for Road Projects including experience on at least three projects of a similar scale and complexity;
- (iv) Have experience of the assessment of compensation for the compulsory acquisition of land under both the independent Assessment and Arbitration land acquisition processes;
- (v) Hold a current license issued by the Property Services Regulatory Authority ('PRSA') established under the Property Services (Regulation) Act 2011 to regulate Property Services Providers and will maintain the relevant license for the term of the Contract; and
- (vi) The Director shall be a member of an established professional representative body recognised in the Republic of Ireland, e.g. Society of Chartered Surveyors Ireland (SCSI) or Royal Institution of Chartered Surveyors (RICS) or IPAV.

4.1.2.2 Associate Director

The minimum educational and professional qualifications of the Associate Director shall be as follows:

- (i) Have a minimum Level 8 qualification recognised by the Quality and Qualifications Ireland (QQI), or equivalent qualification, in Property Studies or an equivalent discipline;

- (ii) Have at least 8 years post qualification experience in the valuation of property and valuation services profession;
- (iii) Have at least 5 years' experience in assessment of compensation for the compulsory acquisition of land for Road Projects including experience on at least one project of a similar scale and complexity;
- (iv) Have experience of the assessment of compensation for the compulsory acquisition of land under both the independent Assessment and Arbitration land acquisition processes;
- (v) Hold a current license issued by the Property Services Regulatory Authority ('PRSA') established under the Property Services (Regulation) Act 2011 to regulate Property Services Providers and will maintain the relevant license for the term of the Contract; and
- (vi) The Associate Director shall be a member of an established professional representative body recognised in the Republic of Ireland, e.g. Society of Chartered Surveyors Ireland (SCSI) or Royal Institution of Chartered Surveyors (RICS) or IPAV.

4.1.2.3 Senior Surveyor

The minimum educational and professional qualifications of the Surveyor shall be as follows:

- (i) Have a minimum Level 8 qualification recognised by the Quality and Qualifications Ireland (QQI), or equivalent qualification, in Property Studies or an equivalent discipline; and
- (ii) Have at least 5 years' experience in the valuation of property and valuation services profession;

4.1.2.4 Agronomist

The minimum educational and professional qualifications of the Agronomist shall be as follows:

- (i) Have a minimum Level 8 Quality and Qualifications Ireland (QQI) recognised qualification or other equivalent qualification, in Agricultural Science or a related discipline; and
- (ii) Have at least 7 years postgraduate experience in the provision of agronomy services;
- (iii) Have at least 5 years' experience in assessment of compensation for the compulsory acquisition of land for Road Projects including experience on at least one project of a similar scale and complexity; and

- (iv) Have experience of the assessment of compensation for the compulsory acquisition of land under both the independent Assessment and Arbitration land acquisition processes.

4.1.2.5 Trainee Surveyor

The minimum educational and professional qualifications of the Surveyor shall be as follows:

- (i) Have a minimum Level 8 qualification recognised by the Quality and Qualifications Ireland (QQI), or equivalent qualification, in Property Studies or an equivalent discipline; and
- (ii) Have less than 5 years' experience in the valuation of property and valuation services profession.

4.1.2.6 Administrative Staff

The minimum educational and professional qualifications of the Administrative Staff shall be as follows:

- (i) Have a minimum 3 years' experience in an administrative role; and
- (ii) Be a person capable of performing the administrative duties assigned to them in the course of this Real Estate Consultancy Services Contract.

4.1.3 Health and Safety

The Consultant is required to operate, and undertake the services of this Contract, in accordance with the appropriate health and safety legislation including, inter alia, the Safety, Health and Welfare at Work Act 2005. The Consultant should liaise with the Project Supervisor Design Process as appropriate throughout the duration of the Contract. It will be a condition precedent to appointment that the Consultant complete the Health & Safety Compliance Declaration by All General Service Providers (MF 2.4).

4.1.4 Project Supervisor Design Process

A Technical Consultant will be appointed as Technical Advisers for the N80 Leagh Bends Scheme from Phases 5 to 7 inclusive.

The Technical Consultant will be assigned the role and duties of PSDP under the Safety, Health and Welfare at Work (Construction) Regulations 2013 for all design services carried out over the course of the commission.

The Consultant shall co-ordinate and communicate with the PSDP for the duration of this contract.

The Consultant shall continue to co-ordinate and communicate with any other PSDP appointed in subsequent Phases for the duration of this contract.

4.1.5 Data Privacy and Protection

During the course of provision of the services of this contract The Consultant is required to comply with all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

The Consultant will be required to enter into a Data Processing Agreement with the Council in order to regulate the transfer of personal data by the Council to the Consultant, as the Data Processor and to ensure compliance with all its obligations as a Data Processor in accordance with the applicable data protection regulations.

4.1.6 Freedom of Information

The Consultant must be mindful that Aspects of the Contract may under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, be liable to be disclosed.

4.1.7 Conflict of Interest

To avoid a conflict of interest, the Consultant must only act for CCC in relation to the provision of property valuation and/or negotiation services associated with the proposed road developments. The Consultant is strictly prohibited from providing similar services to any other party affected by the proposed road developments. It will be a condition of any Contract award that the Consultant will declare that it is, and will continue to, act exclusively for CCC for the provision of property valuation services relating to these projects, for the duration of the Contract. This declaration of exclusivity will form part of the Contract documents.

The Consultant will bring any Conflict of Interest (potential or otherwise) to CCC’s attention in accordance with the procedures described in the Instructions to Tenderers, the Form of Tender and Schedule and other Contract documents.

4.1.8 Pricing

These Service Requirements and the Pricing Document for this competition contain indicative quantities for the number of transactions that fall into the different categories of land acquisition, roadbed acquisition and Farmyard and Agricultural Building acquisition (as given in Table 4.1.1. These quantities are indicative only.

Payment will be made on a pro-rata basis for the number of actual cases processed.

This Service Requirements document and the Pricing Document also contain an indicative quantity for the number of cases that will need to be assessed under the IFA/TII/DTTaS 2022 Agreement. Payment will be made on a pro-rata basis for the number of actual cases processed.

This Service Requirements document and the Pricing Document also contain an indicative quantity for the number of cases that will need to be determined at Arbitration. Payment will be made on a pro-rata basis for the number of actual cases processed.

The services relating to Stage (iii) Assessment and Stage (iv) Arbitration are strictly provisional and may be carried out in whole, in part or not at all at the sole discretion of the Client.

4.1.9 TII Land and Property System

The TII Land & Property System will be utilised for budgeting purposes, estimates, and tracking of negotiations throughout the land acquisition process. The system is a cloud-based system that will be accessible by the TII Land & Property team, Local Authority nominated project staff members and Local Authority Property Valuation Advisors. The System is designed to streamline the budgeting process e.g. preparing a budget for a scheme, recording the budget and actively track the budget throughout the lifetime of a scheme. A template of the Project upload file which is similar to the Land Acquisition Summary Sheet (provided in Appendix A) will be provided to the successful tenderer following award of Contract. The Service Provider will be expected update the Land and Property System on a monthly basis at a minimum.

4.2 General Requirements

The Consultant shall carry out project management duties in relation to the provision of the services as described in this Contract.

This project has been designated as a Minor Project. The Consultant shall perform all duties of the Property Valuation Advisors as described/required in the following documents in addition to the services detailed elsewhere in these Service Requirements;

- TII Project Management Guidelines (PE-PMG-02041).
- TII Project Manager's Manual for Minor National Road Projects (PE-PMG-02043).
- TII Project Appraisal Guidelines TII PAG.
- TII Cost Management Manual (PE-PMG-02044).
- Department of Public Expenditure & Reform's Public Spending Code.
- Department of Transport's Transport Appraisal Framework (TAF).
- National Investment Framework for Transport in Ireland (NIFTI).

The projects are to be delivered to the requirements of the above documents.

Without limiting these Service Requirements, the Consultant shall perform the tasks listed in Appendix A3.8 - Brief for Property Valuation Advisors of the Project Managers Manual for National Road Projects (TII Publications PE-PMG-02043) and given in Appendix B to these Service Requirements.

The Consultant shall produce a high-level programme and strategy paper for the scheme. This will provide detail on the strategy for proactively finalising landowner agreements. This paper will link to the risk reports required at each Phase.

The Consultant shall prepare, keep live, and provide a bi-monthly updated risk register, with mitigation and risk owners for each scheme.

The Consultant shall hand over all data collated or prepared in relation to the projects on a hard drive (or in electronic format) in coherent file structure, easily readable and searchable. All data on the hard drive shall be provided in a format that can be read using standard software packages as agreed with the Client.

The Service Provider shall be required to prepare and issue quarterly progress reports to the Client. The Service Provider shall ensure the attendance, in person, of required team members at progress meetings with the Client every four weeks outlining the progress on the project and providing any information which may be relevant to the overall planning of the project. The location for meetings and workshops may vary between the Kildare National Roads Office, Naas, Co. Kildare, Carlow County Council Offices, Co. Carlow or meetings may take place virtually as agreed by the client. As relevant, some of these meetings will be held via video meeting platforms and the Consultant shall have video meeting capabilities. TII Land and Property section will also be in attendance at meetings.

In addition to progress meetings with the Client, the Consultant is to allow for availability of the team working on the project to attend the following in person:

- 3 No. Workshops (1 day each).

The Consultant is to produce and maintain a detailed interactive database of all correspondence and agreements with land and property owners for the duration of the project. This database will be accessible to the Client and handed over in full to the Client.

The following are included in normal services expected from the Consultant:

- The Consultant shall familiarise themselves with the N80 Leagh Bends Scheme, including but not limited to, all Compulsory Purchase Order documentation for the scheme, details of the scheme as approved by ACP, reports, property owner liaison records, agronomist reports, maps and drawings, desktop studies of all available information.
- The Consultant shall complete a valuation of land and other property and prepare an updated land cost estimate for the acquisition of all such land and other property, including accommodation works, wayleaves and rights of way, necessary for the construction and completion of the Scheme.
- The Consultant shall prepare agree with the Client a programme to facilitate meeting agreed deadline for the provision of required services, which will ensure compliance with the terms of the Irish Farmers' Association, Transport Infrastructure Ireland and the Department of Transport, Tourism and Sport Agreement of January 2022 (included in Appendix D of this Service Requirements document), or any successor document.
- The Consultant shall organise, attend, record and issue minutes as necessary during any consultations with third parties.
- All aspects of agronomy advice and services.

- Evaluation of the effect of each Project on agricultural holdings and other properties.
- Negotiation the following:
 - settlements with all landowners and/or their Advisers.
 - where required, wayleaves and rights-of-way.
 - all accommodation works and assisting in the preparation of all necessary sketches/drawings.
- Determination of access arrangements for both the main landholding and any severed lands where applicable.
- Advising the Client in relation to accommodation works required and the costs thereof.
- Preparing and issuing reports to the Client and attendance at progress meetings with the Client every four weeks outlining the progress on both Projects and providing any information which may be relevant to the overall planning of the Project.
- Consultations and co-operation with specialists appointed by the Client, including Engineering Consultants, Technical Advisers and Legal Advisers.
- Attendance at meetings with landowners and their Advisers.
- Attendance at all meetings including Property Assessment or Arbitration hearings.
- Evaluation of any claims for compensation received from landowners in relation to the compulsory purchase of land by the Contracting Authority in response to Notice to Treat.
- Advising the Contracting Authority on settlements with persons entitled to compensation as a consequence of any compulsory acquisition of property.
- Co-operation as may be required in seeking any approval of Transport Infrastructure Ireland and attendance at meetings with Transport Infrastructure Ireland at the offices of Kildare National Roads Office.
- Assist and cooperate with preparation of land transfer maps.
- The Consultant shall include in their fee for all expenses associated with attending meetings/workshops to include the issue of draft reports and any necessary drawings one week prior to the meeting/workshop.
- The Consultant shall prepare a Property Management Plan for the scheme providing a management plan to preserve the asset upon acquisition for all properties to be acquired under the proposed road development's Compulsory Purchase Order.
- Advising the Client on fees due to valuers and other Advisers employed by the land/property owners, having regard to the provisions in Section 5 of the NRA Circular No. 3/2005 (included in Appendix C), any applicable updated rates given in the tables in Appendix F, or any subsequent updated rates that may issue.

- Preparation of estimates of any compensation payable in respect of Roadbed to be acquired by the Contracting Authority in relation to the compulsory purchase of land, having regard to Section 3 of the NRA Circular No. 5/2008 (included in Appendix E), any applicable updated rates given in the tables in Appendix F, or any subsequent updated rates that may issue.
- Prior to entering into negotiations with each individual relevant affected party, the Consultant must agree with the Client the terms of negotiation, engagement and Compensation Payment elements on a case-by-case basis. Withdrawal of objections by the relevant affected parties will be a term of Compensation Payments. Elements can include, inter alia, accommodation works, way-leaves and rights-of-way. Subsequently, the Client will issue an instruction to the Consultant to commence the negotiations on a case-by-case basis.
- In the event that a relevant affected party has interest in more than one land / property, an individual Claim for each land / property must be established unless otherwise agreed by with the Client.
- In instances where Claim negotiations cannot be realised and/or agreed with a relevant affected party, the Consultant will provide a recommendation to the Client to defer any further engagement/negotiation with that particular relevant affected party until such point as it is possible for CCC to serve an enforceable Notice to Treat.
- The Consultant will be required to demonstrate to the Client that active and verifiable engagement with all relevant affected parties was undertaken and that all reasonable measures to perform Services have been undertaken.
- The Consultant will provide advice on the serving of statutory notices.
- The Consultant shall prepare all necessary reports for the scheme.
- The Consultant shall provide appropriate information to the design team members as requested and as necessary to allow them to carry out their duties and responsibilities.
- The Consultant shall identify their information requirements at as early a stage as possible and shall incorporate the information into their assessments.
- The Consultant shall ensure that the tendered hours and rates in the Pricing Document include for all costs associated with these general requirements. No separate payment will be made in respect of these general requirements.
- The Consultant will be cognisant of the Environmental Report's Environmental Commitments for the scheme and undertake the services in accordance with those of relevance.

4.3 Stage Service Requirements

The Stage services envisaged are separated into 5 categories as described below.

While all of these stages and stage services shall be provided and form part of this Service Requirements, it is noted that the services relating to Stage (iii) Assessment, and Stage (iv)

Arbitration are strictly provisional and may be carried out in whole, in part or not at all at the sole discretion of the Client.

4.3.1 Stage (i) Familiarisation, Review, Evaluation & Cost Estimate

The Service Provider shall provide the Stage (i) services including the following:

- Prepare and agree with the Client a detailed programme for the execution of the contract.
- The Consultant shall familiarise themselves with the N80 Leagh Bends Scheme, including but not limited to, all Compulsory Purchase Order documentation for the scheme, details of the scheme as approved by ACP, property owner liaison records, agronomist reports, maps and drawings, desktop studies of all available information.
- The Consultant shall complete Site Visits as required to enable compilation of valuation.
- Inspecting the land/property and taking necessary particulars in respect of each acquisition.
- The Consultant shall establish the cost of acquisition of all properties (the subject of this Contract) affected by the proposed developments' Compulsory Purchase Order.
- The Consultant shall complete a valuation of land and other property and update any existing Land and Property Cost Estimates under all relevant headings, together with the Risk Assessment and Risk Register for the scheme. The Land Cost Estimate for each scheme shall be prepared using the TII Land Acquisition Summary Sheet included in Appendix B and entered into and uploaded to the TII Land and Property System.
- Engagement, and attendance at meetings, with statutory or non-statutory bodies as required.
- Site visits and associated access arrangements with the relevant affected parties to be arranged by the Consultant. The Client will initiate engagement with relevant affected parties, providing them with notification of the upcoming Consultant contact and services.

4.3.2 Stage (ii) Land and Property Acquisition

The Service Provider shall provide the Stage (ii) services including the following:

- The Consultant shall prepare a Property Management Plan providing a management plan to preserve the asset upon acquisition for all properties to be acquired under the proposed road development's Compulsory Purchase Order.
- Prior to entering into negotiations with each individual relevant affected party, the Consultant must agree with the Client, the terms of negotiation, engagement and Compensation Payment elements on a case-by-case basis. Elements can include, inter alia, accommodation works, wayleaves and rights-of-way. Subsequently, the

Client will issue an instruction to the Consultant to commence the negotiations on a case-by-case basis.

- Provide an initial assessment of claims received in response to the Notice to Treat with reference to the law relating to compulsory purchase by local authorities in Ireland including liaising with Contracting Authorities staff and TII Land Acquisition Unit.
- Advising the Contracting Authority on accommodation works and matters relating to property acquisition.
- Negotiating the individual Compensation Payments on behalf of the Client with relevant affected parties and their agents / valuers.
- The Consultant will prepare all required Compensation Payment Reports. The Consultant will provide a detailed breakdown of the individual compensation payments. Prior to their preparation the Consultant must agree with the Client the terms/elements of each compensation payment on a case-by-case basis. Elements can include, inter alia, accommodation works, wayleaves and rights-of-way. Subsequently the Client will issue an instruction to the Consultant to prepare the Individual Compensation Payment Report. Withdrawal of objections by the relevant affected parties will be a term of compensation payments.
- In the event that a relevant affected party has interest in more than one land / property, an individual Compensation Payment Report for each land / property must be established unless otherwise agreed with the Client.
- The Consultant will prepare and finalise draft Letters of Offer.
- Review the Stage (i) Property cost estimate and recommend amendments where required.
- Engagement, and attendance at meetings, with statutory or non-statutory bodies as required.
- Assessment and response to representations received from relevant affected parties, or their agents/valuers, and advising the Client in relation to the consequence of same on the Individual Compensation Payment Report.
- Advise the Client on the details of all proposed Individual Compensation Payments. Consultant to recommend to the Client approval of finalised Individual Compensation Payments for negotiation purposes with relevant affected parties.
- Negotiating the individual Compensation Payments on behalf of the Client with relevant affected parties and their agents / valuers.
- Concluding negotiation of the individual Compensation Payments and confirming the Compensation Payments elements. The Consultant will provide a detailed breakdown of the negotiated Compensation Payments.

- The Consultant will provide all services required for the detailed evaluation and appraisal of claims, full inspections of properties impacted, respond to all claims received including making of initial offers.
- Advise as to the entitlement to compensation and provide robust substantiated compensation assessments in accordance with current legislation and precedent case law.
- Assess compensation due in relation to land being acquired and where applicable in relation to injurious affection, severance and disturbance.
- Attend at meetings with claimants and their agents/valuers.
- Conduct all negotiations with landowners and/or their agents including compensation, accommodation works, wayleaves and right of ways required.
- Preparation of land acquisition agreements including details of any special conditions including accommodation works.
- Liaison with acquiring authority staff and TII land acquisition unit.
- Advising the Contracting Authority on claims for fees and other costs from Valuers and other advisors employed by Landowners.
- Advising the Client on proposed settlements.
- Settlement of Claims.

4.3.3 Stage (iii) Assessment

The Service Provider shall provide the Stage (iii) services including the following:

- In the event that it is not possible to reach a settlement at Stage(ii), the Consultant shall provide advice and all services necessary for or associated with the referral of the claim for Assessment under the Agreement between the Irish Farmers' Association, Transport Infrastructure Ireland and the Department of Transport, Tourism and Sport dated 1st January 2022 ('the 2022 Agreement') included in Appendix D, or to Arbitration.
- The Consultant should allow for the Assessment of 3 No. claims under the 2022 Agreement, or its successor, including preparation for, attendance at and participation in a preparation meeting for each case and preparation for, attendance at and participation in an assessment hearing for each case.
- Services for each of the Assessment hearings to include but not be limited to:
 - Attending Assessment preparation meetings.
 - Review and advise on Landowner's Statement of Claim.
 - Prepare and recommend Unconditional Offer, where appropriate.

- Preparing evidence for Assessment hearings.
- Attending and presenting evidence as expert witness at Assessment Hearings.
- Recommendation following review of Assessor's award.

It is noted that the services relating to Stage (iii) Assessment are strictly provisional and may be carried out in whole, in part or not at all at the sole discretion of the Client.

4.3.4 Stage (iv) Arbitration

The Service Provider shall provide the Stage (iv) services including the following:

- The Consultant will provide advice in respect of claims to be forwarded for determination at arbitration.
- The Consultant should allow for preparation for, attendance at and participation in 2 no. preparation meetings and 2 no. Arbitration hearings.
- Services for the arbitration hearings to include but not be limited to:
 - Attending arbitration preparation meetings and meetings to formulate Unconditional Offers.
 - Reviewing and advising the client on the claimants' Statement of Claim.
 - Preparing evidence for Arbitration Hearings.
 - Attending and presenting evidence as expert witness at Arbitration Hearings.
 - Recommendation following Review of Arbitrator's award.

It is noted that the services relating to Stage (iv) Arbitration are strictly provisional and may be carried out in whole, in part or not at all at the sole discretion of the Client.

4.3.5 Stage (v) Land Compensation Closeout Reports

The Service Provider shall provide the Stage (iv) services including the following:

- Facilitate / implement relevant Environmental Report's Environmental Commitments relating to a relevant affected party for which a Compensation Payment is executed.
- Completing a Land Acquisition Summary Sheet using the TII Land Acquisition Summary Sheet included in Appendix A and entering into and uploading to the TII Land and Property System, for which a Compensation Payment is executed.
- Prepare Land / Property Compensation Payment Closeout Reports for which a Compensation Payment is executed (format of be agreed with the Client).
- The Consultant will provide the necessary services to facilitate the execution of agreed Compensation Payments with the relevant affected party. The Consultant will provide to the Client a recommendation to execute each individual Compensation Payment. Execution of each individual Compensation Payment is subject to:

- Funding availability,
- Client approval of Compensation Payment,
- Client approval to execute,
- TII sanction to execute,
- Legally enforceable Notice to Treat for the Compensation Payment subject land / property,
- and,
- Provision, from relevant affected party, of appropriate evidence of their interest in the land / property.

4.4 Performance Period

The Consultant will perform the services in five (5) Stage Services as described above. The performance period for each stage is set out in the Table 2.3.1 below. The given performance periods are indicative and are dependent on the required gate reviews, approval points and other factors outlined in Section 4.4.1 below. Further details of the Stage Services are described elsewhere in this document. It is envisaged that work will not be continuous for the constant duration allowed in each stage below. Due to the constraints outlined with regard to gate reviews, approval points, and other factors there will be periods where the work will be held up. The durations given are indicative and include these expected delays.

Table 4.4.1 - Performance Periods of Stage Services

Stage Services	Stage Performance Period	Cumulative Performance Period from Date of Contract Award to End of Stage Service
(i)	2 months commencing from the date of Contract Award	2 months from the date of Contract Award
(ii)	24 months commencing from the completion of Stage Service (i)	26 months from the date of Contract Award
(iii)	12 months commencing from the completion of Stage Service (ii)	38 months from the date of Contract Award
(iv)	18 months commencing from the completion of Stage Service (iii)	56 months from the date of Contract Award
(v)	4 months commencing from the completion of Stage Services (ii), (iii) and (iv)	60 months from the date of Contract Award
	Total Performance Period	60 months from the date of Contract Award

4.4.1 Contract Termination and Suspension

The Consultant is made aware that Contract progression is subject to, inter alia:

- Carlow County Council approval to commence the Scheme.
- Transport Infrastructure Ireland (TII) sanction to commence the Scheme.
- Funding availability for the Scheme.

Further to this, the Consultant is made aware that:

- in the event Stage Service (v) cannot commence within its Performance Period e.g. it is not possible for CCC to serve an enforceable Notice to Treat, CCC reserves its right to terminate or suspend the Contract in accordance with the Standard Conditions of Engagement for Consultancy Services (Technical).

5. Abbreviations

The following abbreviations are used in this document:

ABP - An Bord Pleanála

ACP – An Coimisiún Pleanála

CCC – Carlow County Council

CMM - TII Cost Management Manual PE-PMG-02044

CPO - Compulsory Purchase Order

FOI - Freedom of Information

GDPR - General Data Protection Regulation

KNRO – Kildare National Roads Office

NIFTI - National Investment Framework for Transport in Ireland

PAGs - TII Project Appraisal Guidelines

PMG - TII Project Management Guidelines PE-PMG-02041

PMM - TII Project Manager's Manual for Minor National Road Projects PE-PMG-02043

PSC - Department of Public Expenditure & Reform's Public Spending Code

SAQ - Suitability Assessment Questionnaire

TAF - Transport Appraisal Framework

TII - Transport Infrastructure Ireland

Appendix A – Land Acquisition Summary Sheet

Project Upload File - Instructions

- 1 The Project Upload File will be used by TII to import all of the Claimant's attributes into the Land and Property System.
- 2 The Project Upload File should be completed by the Local Authority once the Land and Property budget has been finalised and agreed with TII, and in advance of negotiations commencing with Claimants. In these cases only columns A to U should be completed.
- 2a Where an in-flight project is being imported:
 - any actual dates for relevant milestones should be entered in Columns V and W.
 - any actual values agreed with Claimants should be entered in Columns X and Y.
 - any amounts already claimed in PRS should be entered in Columns AA to AH.
- 3 Only cells in yellow should be completed. Additional rows should be added as required.
- 4 The completed Project Upload File should be submitted to TII in Microsoft Excel format, accompanied by an electronic Land Owner Calculation Sheet for each Claimant.
- 5 Each Land Owner Calculation Sheet must be an individual file, in PDF, Excel or Word format (preference for PDF). The file name of each Land Owner Calculation Sheet must match exactly the CPO Reference Number field (Column B) in the Project Upload File.

Template created on 6 October 2021

Project Name:	
PRS Number:	
Date:	

[illegible]

Detailed instructions on how to complete each field in the Project Upload File

Status

Claimant Status	Must be either: - "Negotiation Ongoing" (default and starting status for all Claimants and applies until a valuation has been agreed with the claimant) - "Agreement in Principle" (applies from once a value has been agreed with a claimant until the acquisition has been closed)
------------------------	--

Claimant Details

CPO Reference Nos.	CPO reference number(s) applicable to the claimant. This value must be unique for each claimant in the Project Upload File. Where more than one CPO reference number applies to a claimant separate with a comma (e.g. "105, 113, 119")
Claimant	Name of the Claimant(s). If there are two or more claimants include both names (e.g. "Joe Bloggs and John Smith" or "John and Mary Bloggs").
Claimant's Valuer	Name of the valuers firm representing the Claimant (if known)
Nature of Interest	Claimant's interest in the land being acquired. Where possible use one of the following terms: Owner Tenant, leasee
Total Landholding (Ha)	Total land area owned by the Claimant (Hectares)
Total Acquisition Area (Ha)	Total area of land being acquired from the Claimant (Hectares)
Land Type	Where possible use the following terms: Agricultural Land, Residential, Agricultural Roadbed, Residential Roadbed, Garden, Garden Curtilage, Forestry, Commercial, Bog land, Yard, Farm buildings, Development land, Site, Business, Quarry lands,
Includes Surplus Land?	Enter "Yes" if it is likely that any part of the land being acquired from the Claimant may be surplus to requirements once the project is completed and could be sold on, otherwise enter "No".

Estimated Land and Property Costs

Land value	Estimated value (€)
Property value	Estimated value (€)
Land & Property Sub-Total	Sum of Land and Property Value

Estimated Compensation Costs

Injurious Affection & Severance	Estimated value (€)
Disturbance	Estimated value (€)
Reinvestment Costs	Estimated value (€)
Accommodation Works	Estimated value (€)
Compensation Costs Sub-Total	Sum of Compensation Costs

Estimated Totals

Total Estimated Land & Property Value (Negotiation Limit)	Sum of Land and Property and Compensation Costs. (This is the agreed negotiation limit).
Ex-Gratia Payment	Estimated value (€) Clse 7 IFA agreement applicable to agricultural land current rate €3,000 per acre.
Total estimated compensation payment to Claimant	Sum of Land + Property + Compensation Costs + Ex-Gratia Payment

Actual Dates

Date of Notice to Treat	Date on which Notice to Treat was served
Date of Notice of Entry	Date on which Notice of Entry was served (if known)
Date of actual entry	Date on which actual entry on to land occurred (if known)

Values Negotiated and Agreed with Claimant (only applicable to in-flight projects)

Negotiated Land and Property Value	Once agreement on Principle has been reached with the Claimant, enter the agreed value (€) Note: this should not include the amount for the agreed Ex-Gratia payment. If a value is entered into this field, the Claimant Status field must be set to "Agreement in Principle". If there is no value entered in this field, the Claimant Status must be set to "Negotiation Ongoing"
Ex-Gratia Payment	Enter the agreed value of the Ex-Gratia payment
Total agreed compensation amount payable to Claimant	Sum of Negotiated Land and Property Value + Ex-Gratia Payment

Actual amounts claimed to date in PRS (only applicable to in-flight projects)

Compensation Payment to Claimant	Actual amount claimed in PRS (€)
Claimant Legal Fees	Actual amount claimed in PRS (€)
Claimant Valuer Fees	Actual amount claimed in PRS (€)
Acquiring Authority Legal Fees	Actual amount claimed in PRS (€)
Acquiring Authority Valuer Fees	Actual amount claimed in PRS (€)
Assessment and Arbitration Costs	Actual amount claimed in PRS (€)
Other Fees/Costs	Actual amount claimed in PRS (€)
Statutory Interest	Actual amount claimed in PRS (€)

Appendix B – TII PMM Appendix A3.8 Property Valuation Advisors Brief

A3.8 Outline Briefs for Property Valuation Advisors

The Brief for Property Valuation Advisors shall include, but is not limited to, the following:

No.	Item	✓
1	Negotiate land agreements on behalf of the local authorities as part of the compulsory acquisition of land process, such negotiations to include meetings with landowners and/or their agents and to include wayleaves and rights-of-way as required.	
2	Consult with statutory bodies in matters relating to compulsory acquisition of land.	
3	Prepare valuations and compensation offers and assess compensation claims on behalf of the local authorities in accordance with the relevant TII, and other, circulars.	
4	Provide detailed breakdowns of monetary compensation which forms part of land agreements.	
5	Prepare reports for land agreements requiring the prior approval of Transport Infrastructure Ireland (typically for large value agreements as advised by the TII Land and Property Services section).	
6	Provide regular progress updates during the compulsory acquisition of land process of claims received, offers made, agreements reached, agreements outstanding etc.	
7	Advise the Project Manager in advance of compulsory acquisition of land of severed lands to be included in the compulsory acquisition of land schedule in lieu of reasonable access.	
8	Provide the Project Manager with expert advice dealing with land-related objections to the compulsory acquisition of land and participate in negotiations with landowners to seek a withdrawal of their objections, prior to or during the Statutory Processes.	
9	Provide expert advice on the nature, extent and cost of accommodation works required in order to minimise the impact of the Project on land holdings.	
10	Prepare a detailed land cost estimate prior to compulsory acquisition of land publication which shall require the approval of the TII Land and Property Services section.	
11	Attend at meetings, prepare a brief of evidence and provide expert witness evidence as part of the statutory processes with respect to compulsory acquisition of land.	
12	Provide advice on serving of statutory notices (Notice to Treat and Notice to Enter).	
13	Participate in the risk assessment workshop to identify, assess and quantify the risk associated with Land and Compensation.	
14	Attend at meetings, provide expert advice in a timely manner on compulsory acquisition of land being referred to assessment/arbitration (Chartered Institute of Arbitrators per IFA/ DOE/TII agreement and/or High Court Reference Committee).	
15	Prepare all necessary reports including Précis of Evidence and unconditional offer and provide expert witness evidence at arbitration inquiries.	

Appendix C – NRA Circular 3/2005

To: Each County Manager/ City Manager

**c.c. Each Director of Services, Roads/Transport
Each Senior Engineer, National Road Regional Design Office**

9 August, 2005.

NRA Circular No. 3/2005

**Acquisition of Land for National Road Schemes
and
Compensation for Intrusive Archaeological Investigations**

Dear Manager,

As you are aware there has been a major expansion in the National Roads Programme over recent years and this increased level of activity is set to continue against the background of a substantial funding commitment from Government, supplemented by private investment. The situation has implications for land acquisition and in this regard it is important that in the compulsory purchase of the land for national road schemes a fair balance is achieved between the rights and interests of the acquiring authority and those of individual landowners and that the process, including the assessment of compensation due, is conducted efficiently.

The December 2001 Agreement with the Irish Farmers Association (IFA) concerning the acquisition of certain land for national roads established additional arrangements and procedures, supplementary to those provided in compulsory purchase legislation to which local authorities must have regard. It is appropriate to reiterate the importance of the Agreement and to reflect on experience to date in its implementation throughout the country. Against this background, the Authority has identified a number of modifications to current practices aimed at further strengthening the implementation of the agreement with the IFA and seeks the co-operation of local authorities in ensuring their adoption.

1. Compensation Claims and Offers

The agreement specifies a period of two months within which claims should be made following service of a notice to treat and a further two months within which fair and reasonable offers should be made by the local authority. The settlement of claims within a period of two months after the making of the offer is a stated objective of the Agreement. Experience since the conclusion of the December 2001 Agreement has been that a considerable number of claims are not received within the two month period and in some cases are still outstanding long after service of notice to treat. In relation to the claims that are received, there has been a significant variation throughout the country in the success rate of local authorities in making offers within the required two months period. Despite

the fact that not all claims are received within the specified time, there is an onus on local authorities to achieve best practice and meet the two month deadline for the making of offers in relation to those claims submitted to them. This would give landholders greater confidence in the compulsory purchase system and the observance of the terms of the 2001 Agreement.

The objective of settlements being reached within four months of receipt of a proper claim is not easily achieved. The reality is that a considerable number of claimants seek compensation at values which are very much higher than is warranted having regard to the individual circumstances involved and the impact of the road scheme on landholdings. Because of this, when offers are made by local authorities it can take a significant period before serious negotiations commence. In light of the experience to date, local authorities are advised to make initial offers reflecting their full valuations of the land/property being acquired rather than operating on the basis of a somewhat lower figure by way of an opening negotiating position. It is hoped that this approach will help achieve earlier engagement by landowners and their advisers leading to agreements within the timeframe contained in the 2001 Agreement.

2. Timeframe for Preparation of Valuations

Experience has shown that the timeframes set out in the Agreement can cause logistical difficulties in the context of the staff resources available to local authorities and to their valuation and agronomy agents. In the circumstances, and in an effort to maximise the time available to obtain and assess details of road scheme impacts and the level of compensation due, local authorities are advised to begin the process of valuation immediately after the Compulsory Purchase Order has been made. Local authorities should utilise the additional window of time between the making of the CPO and the decision of An Bord Pleanála to prepare their valuations. When a scheme becomes operative, the Agreement specifies that notice to treat must be served within a period of six months. Accordingly, when claims are made two months after service of notice to treat, all the detail required to make an offer should already be available.

While local authorities are not liable for costs incurred by claimants prior to service of notice to treat in relation to preparation, submission and negotiation of their claims, in view of the new timeframe in which valuations will be carried out by valuers acting on behalf of local authorities, the Authority will reimburse local authorities in relation to reasonable costs incurred by claimants regardless of whether these costs arise prior to or after service of notice to treat. This arrangement should facilitate landholders in seeking early professional advice regarding their compensation entitlements and ensure that contacts between valuers representing local authorities and landholders, including those made in the course of farm/property inspections, take place in a well informed environment.

The foregoing arrangements concerning reimbursement of claimants' valuers costs will not entail any change in the procedure in relation to costs incurred at oral hearings (set out in section 219 of the Planning and Development Act 2000.)

3. Valuation Process

(i) Inspection of Landholdings

As part of the overall process to determine the compensation due for land/property being acquired for national road schemes, local authority valuers/agronomists should, as a matter of standard practice, visit and inspect all holdings concerned so as to further inform the assessment of the impact of the road scheme, including detrimental effects, if any, to retained land and buildings. Landholders should be informed in advance of the proposed date and time of these visits. They should also be afforded the opportunity to be present during inspections and to meet with valuers acting for the local authority, as should landholders' advisers.

(ii) Compensation Offers

Prior to an offer being made, the local authority valuer should meet with the valuer acting on behalf of the landholder to discuss the proposed offer in draft form. Following these discussions, the formal offer should be made for a sum to the full value of the compensation as assessed by the Council's valuer. In order to further enhance the transparency of the process, local authorities are advised that the offers sent to the claimant's valuer should be broken down into the component parts, i.e. land value, and, as relevant, severance/injurious affection, disturbance, and goodwill payment. Local authority valuers should be available to meet with landholder valuers following issue of the formal compensation offer in circumstances where a substantiated case is made that the offer was inadequate. Where the case is established to the satisfaction of the local authority valuer, an appropriate adjustment should be made to the earlier offer.

(iii) Referral for Assessment/Arbitration

Local authorities should strive to reach agreement on compensation within two months of the formal offer having been made. If agreement has not been reached at the end of the two month period, the compensation offered should be referred immediately to the Chartered Institute of Arbitrators for assessment in accordance with the provisions of the December, 2001 Agreement, or to the Property Arbitrator, as appropriate, unless there is a real prospect of securing agreement within a few weeks.

(iv) Review of Existing Compensation Offers

Local authorities should arrange for the immediate review of compensation offers already made and which remain to be agreed with claimants/their valuers. Where appropriate, offers should be revised to reflect local authority valuers' full valuations of the land/property being acquired and every effort should be made to reach agreement based on the revised compensation amount. Should agreements not be concluded, the cases concerned should be referred without further delay to the Chartered Institute of Arbitrators or to the Property Arbitrator, as appropriate.

4. Standard Claim Form

It is important that claims submitted on behalf of landholders are detailed in a manner which allows the local authority valuers and agronomists to properly assess the claim, to

fully understand the component parts thereof and to make appropriate assessment of the compensation due. In order to assist in this regard, a standard claim form (Appendix 1) has been prepared for completion by agents acting on behalf of claimants. Claimants should be encouraged to substantiate the information contained on the standard claim form by providing relevant supporting documentation. The claim form should be introduced with immediate effect.

5. Professional Fees and Other Payments

The Authority, with effect from the 1 June, 2005, is prepared to reimburse costs in respect of professional fees and other elements of claims subject to the following limits:

Claimants' Valuers:

- Where compensation (excluding goodwill and accommodation works) is less than or equal to €3.2 million : 2.5% of the agreed compensation amount **(no change)**.
- Where compensation (excluding goodwill and accommodation works) is greater than €3.2 million: 2.5% of the agreed compensation amount up to €3.2 million and 1.5% in respect of the compensation above that amount **(no change)**.
- Minimum fee payable: €1500 (increase from €950, advised in Circular 2/2003, retrospective to cases settled on or after 2 April, 2004).

A fee of up to €650 in respect of the negotiation of accommodation works may in individual circumstances be payable.

The fee payable in respect of roadbed cases must not exceed €600 per claimant. (The increase from a maximum of €400 per claimant as previously advised is retrospective to 2 April, 2004)

Claimants' Legal Representative:

- Where compensation (excluding goodwill and accommodation works) is less than or equal to €3.2 million : 1% of the agreed compensation amount **(no change)**.
- Where compensation (excluding goodwill and accommodation works) is greater than €3.2 million : 1% of the agreed compensation amount up to €3.2 million and 0.5% in respect of the compensation above that amount **(no change)**.
- Minimum fee payable €1000 (Increase from €700, advised in Circular 2/2003, to come into effect in respect of cases settled on or after 1 June, 2005)

Where solicitors claim fees in respect of preparation and submission of claims for compensation, the fees claimed should be examined by reference to the amount of work undertaken and decisions of arbitrators in similar cases.

6. Engagement of Legal Services

Where legal services in relation to the compulsory purchase of land are provided to local authorities by private firms of solicitors it is important to be able to demonstrate that value for money is being achieved in relation to the services concerned. Accordingly, local authorities who do not have in house legal services should arrange for competitive tendering for these services in respect of future CPOs/Motorway Schemes. The award of contracts should be based on quality and price criteria. The performance of the successful firm should be monitored having regard to the terms and conditions of the contract.

Local authorities should also review existing arrangements relating to the provision of legal services for CPOs and Motorway Schemes that are at a more advanced stage of preparation. Where feasible having regard to the contractual arrangements involved and the efficiency of the process being pursued, local authorities should seek to obtain outstanding legal services through competitive tendering.

7. Uncompleted Compensation Cases

The Authority understands that there are some compensation claims outstanding in respect of completed national road schemes. This may arise due to various circumstances such as difficulties with title, failure on the part of the local authority and claimant to reach agreement or for other reasons.

In an effort to bring finality to the claims concerned, the Authority recommends that with effect from 1 January, 2006, all such cases which have not been completed within three years of service of notice to treat should be referred to the assessment system under the December, 2001 Agreement or to the Property Arbitrator, as appropriate. In circumstances where agreement has been reached, but it has not proved possible to complete the acquisition/give effect to the terms of the agreement, the compensation sum involved should be lodged in Court in accordance with section 76 of the Lands Clauses Consolidation Act, 1845.

Where cases have not been referred to Assessment/Arbitration or monies lodged in Court after the expiration of three years following service of Notice to Treat the Authority cannot guarantee that finance will be made available in respect of any compensation due.

8. Cost of Investigative Work for Probes

The Authority's Circular 2/2003 advised, inter alia, that agreement had been reached with farmer representative associations whereby compensation for probes would be paid at the rate of €95 per grid. It has since been clarified with the representative associations that a grid is defined as an area along the centre line of the road/landtake, 30 metres in length by 50 metres in width. Determination of the grid concept in this way should be implemented immediately. Where any underpayment has occurred since the issue of Circular 2/2003, i.e. 25 September, 2003, the matter should be rectified.

9. Compensation Where Intrusive Archaeological Investigation is Carried Out in Advance of Service of Notice to Treat and Notice of Entry

The Authority will reimburse local authorities in respect of compensation payable to landholders where intrusive archaeological investigation is carried out prior to the service of notice of entry as part of efforts to improve the efficiency of the road scheme delivery process. The compensation set out below will be paid on the area to be acquired under the CPO or the proposed CPO area, net of public roads, which is subject to intrusive investigations and excavations. The land area concerned should be determined in accordance with the methodology set out in Appendix 2.

Table 1 – Compensation Per Acre

Category	Crop Loss	Disturbance	Total/CPO Acre
1. Grassland			
Dairy	€480	€400	€880
Dry-stock + Maize	€480	€150	€630
2. Cereals			
Winter Wheat	€420	€150	€570
Other Cereals	€350	€150	€500
(Inc. Spring Wheat, Barley, Oats, Peas & Beans)			
3. Sugar beet			
Crop planted	€900	€300	€1,200
Crop not planted	€500	€150	€650
4. Other Crops/land-use	<i>Subject to negotiation</i>		

The rates indicated above represent compensation due in respect of crop loss associated with any intrusive archaeological testing and excavation conducted on behalf of the local authority within a period of twelve months of the commencement of such intrusive activities.

Where it can be shown that, in exceptional circumstances, crop losses exceed the rates in Table 1, a separate or additional claim can be made and may be paid provided the overall claim is substantiated to the satisfaction of the local authority valuer/agronomist. A further claim may also be made where invasive archaeological works extend into a second crop production year in circumstances where notices of entry remain to be served.

(i) Compensation Payment

Payment will be based upon the prevailing rate at the date Archaeologists enter onto the property to commence the intrusive works. Local authorities are requested to ensure that payments are made within 3 months of commencement of the works concerned.

Where the affected lands are rented/let, compensation can be paid to the leasee or licensee based on the production of a signed landowner/leasee or licensee agreement.

(ii) Option to Reseed Grassland

Landowners with grass fields will be given the option to till and reseed the affected area in circumstances where archaeological trenching and follow-up excavations are completed in sufficient time to facilitate such reseeded. Normally approximately one third of the CPO area will require tilling and reseeding. The rate offered is €300 per acre for one third of the overall affected CPO area as determined in accordance with Appendix 2, net of roads. The archaeology contractor will be responsible for backfilling the trenches and levelling the topsoil using an excavator bucket or other suitable machine.

(iii) Exceptional Damages

The foregoing compensation arrangements do not preclude a claim for any damage which occurs outside of the areas within which the archaeological works are undertaken where such damage is shown to be directly the result of the works concerned. Proof of such damage or injury will be required in support of any such claim.

(iv) Code of Practice for Archaeological Work/Reinstatement

Local authorities are requested to observe the following Code of Practice in respect of archaeological related works undertaken in advance of the issue of notices of entry:

- Local authorities should give landowners at least 14 days prior written notice of proposed entry onto the lands to conduct archaeological works. Landowners should be informed of the timeframe envisaged for the works and the lands to be affected. In addition, landowners should receive a courtesy telephone call 48 hours prior to the commencement of the works.
- The area of land over which archaeological works are conducted, and any other lands adversely affected, should be restored as near as reasonably possible to their original condition on completion of the works.
- Where fences, walls, services, etc. are broken or damaged during the course of the works, they should, where feasible, be restored to their original condition on completion of the works or otherwise repaired to the satisfaction of the landowner.
- Drains, ditches, etc. should be maintained during the course of the works and where necessary, properly restored on completion of the works.
- Where deemed necessary, temporary stock proof fencing should be erected and maintained around the archaeological site for the duration of the works.

- Topsoil should be replaced without delay and, in any event, no later than 2 months following completion of the works. Final reinstatement, including tilling and reseedling, should be completed as soon as reasonably possible during the first April-September period following the ending of the archaeological works concerned.

Yours sincerely,

**Peter Corcoran,
Land Acquisition Officer**

Attachments:

Appendix 1 : National Road Scheme Compensation Claim Form

**Appendix 2 : Compensation for Intrusive Archaeological Investigations –
Determination of Area Affected**

Appendix 1

National Road Scheme Compensation Claim Form

CPO/Road Scheme _____

Name of Claimant _____

Plot ref number _____

**Hectares to be
acquired** _____

**What is the exact
nature of the claimants
interest in the land
eg. owner, leasee and/or
occupier. (Proof of
title to be attached to
the claim)** _____

**Total value of
compensation claimed** € _____

Breakdown

Land Value Claimed € _____

**Injurious Affection/
Severance Claimed** € _____

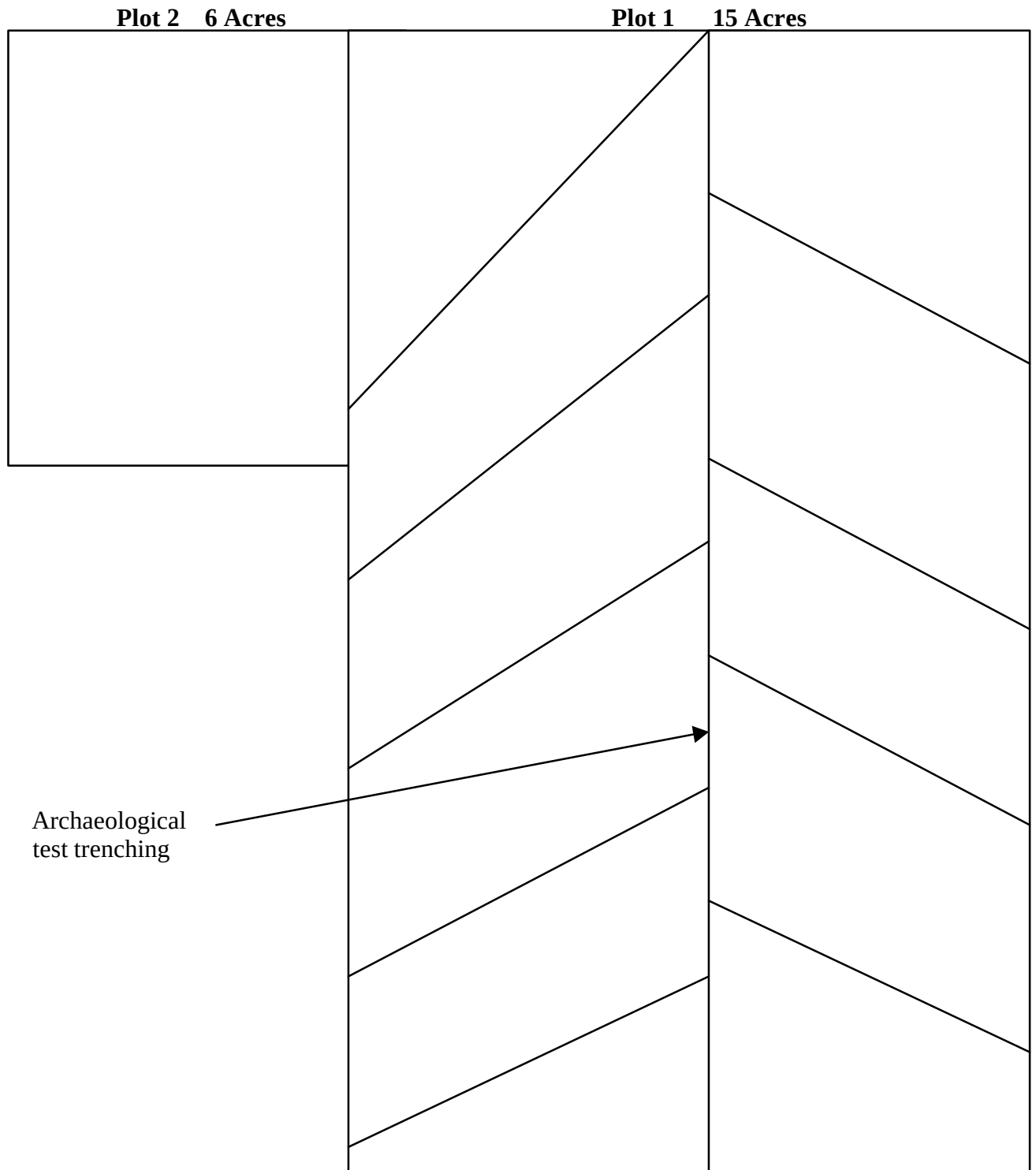
Disturbance Claimed € _____

Note: Land value includes all buildings to be acquired

**Signed on behalf of the claimant
(Please state occupation of signatory)**

Date: _____

Appendix 2
Compensation for Intrusive Archaeological Investigations*
- Determination of Area Affected



Compensation Due

Plot 1 Impact on the squared off CPO area and compensation per Table 1, Section 9 of Circular.

Plot 2 No impact and nil compensation due

*Compensation payable where investigations are carried out prior to service of notice of entry.

Appendix D – IFA/TII/DTTAS 2022 Agreement

**Acquisition of Certain Lands for National Roads:
Agreement between the Irish Farmers' Association (IFA) Transport
Infrastructure Ireland (TII)
And
Department of Transport (DoT)**

Introduction

In December 2001, the Irish Farmers Association, Dept of the Environment and Local Government and the National Roads Authority (NRA) agreed additional arrangements and procedures, supplementary to those provided in legislation, which enabled the Authority and local authorities, to deliver National Roads Development Programmes while committing to deal with landholders efficiently and fairly in relation to land acquisition.

The 2001 Agreement acknowledged that modern road works are different to other infrastructural projects for which land is compulsorily acquired. The scale of the new roads included in NRA's National Development Programmes and their location on greenfield routes away from older road alignments can have substantial impacts on farms in terms of injurious affection (including damage to the viability of the farm business) severance and disturbance. The Agreement also noted that project management requirements for major roads had also changed significantly in order to accelerate the delivery of TII(NRA's) National Development Programme. Previously detailed design and investigations could await the confirmation of the CPO but there had been a move to the design, investigation and acquisition phases being carried out in parallel rather than sequentially and this involved access to land by TII(NRA)/local authorities at an earlier stage. The co-operation of landowners was very important in that regard, notwithstanding the rights of entry conferred on NRA/local authorities under legislation.

On the expiration of the 2001 Agreement, the parties entered into a subsequent Agreement, hereinafter referred to as the 2016 Agreement, which commenced on 1 January 2016, and was subsequently amended by a Variation, which formally extended its term to 31 December 2021.

This revised Agreement builds on the agreed position as set out in the 2016 Agreement and continues to set out arrangements aimed at supporting acquiring authorities and landowners to efficiently and fairly proceed through the compulsory land acquisition process.

In consideration of the above it is agreed between the parties as follows –

Scope of Application of this Agreement

1. Transport Infrastructure Ireland (TII) was formed through a merger of the National Roads Authority and the Railway Procurement Agency. TII is responsible for managing and improving the country's national road and light rail networks. The Irish Farmers' Association (IFA) is the largest representative body of farmers in Ireland, with the majority of landowners impacted by infrastructure projects in Ireland being members of the association.
2. This agreement will apply to land compulsorily acquired or to be acquired in relation to national roads development where Notice to Treat is served between 1st January 2022 and the 31st December 2027 and which is not the subject of planning permission or zoned for open space, commercial, residential, industrial, or recreational purposes.

3. This agreement will not prejudice the rights of landowners, TII or local authorities under the legislation relating to acquisition of land by public authorities or under the Roads Act, 1993 to 2023, as amended.
4. Landowners are advised that in any case where the open market value of land being acquired might exceed the sum total of payments available under this agreement, they may seek, and if justified obtain, compensation based on this open market value under the legislation in relation to acquisition of land by local authorities.

National Roads Authority (operating as TII) and Local Authorities

5. TII through, where appropriate, local authorities shall, in relation to land to which paragraph 2 applies and for which settlement is negotiated under the agreement:
 - a) subject to paragraph 5 (b) ensure that compensation is assessed in accordance with the relevant statutory provisions governing land acquisition, in relation to the value of the land being acquired and, where applicable, in relation to injurious affection (including damage to the viability of the farm business), severance and disturbance, and
 - b) assess the open market value of the land being acquired (which land is not the subject of planning permission or zoned for open space, commercial, residential, industrial, or recreational purposes) by reference and comparison to the actual size, location and quality of the land parcel being acquired.
6. Where the landowner and the local authority, or where appropriate TII, fail to reach agreement on a settlement under Paragraph 5 above, either party may seek for an independent assessment of the compensation offered to be determined by a member of a panel of competent, independent, and suitably qualified arbitrators established by the Chairman of the Chartered Institute of Arbitrators, Irish Branch. In such case, and on payment of a nominal administrative fee to be determined by the Chairman of the Institute, the latter shall assign a member of the panel to make such an independent assessment which shall be carried out in accordance with the principles set out in Paragraph 5.

For their part, and for the purposes of this Agreement, TII/local authorities shall have due regard to the assessment thus made. Relevant fees will be borne by TII/the local authority where the amount determined is in excess of the sum offered, and by the landowner where the amount determined is less than the amount offered by TII/the local authority.

At assessments, the acquiring authority will only consider using the services of Counsel where the landowner has signaled his/her intention to be represented by Counsel. Legal representation in the form of a solicitor is considered appropriate for the assessment process and regardless of the outcome of an assessment, the assessor has the right to deem, where it is considered that Counsel's presence at the assessment was not warranted, that the party liable for costs in accordance with the Agreement, would not be liable for the cost of Counsel acting on behalf of the other side.

7. Where land is being acquired, a fixed payment of €6,500 per acre will be paid to landowners in accordance with the terms of this agreement, where Notice to Treat is served within the timeframe of the agreement. For the avoidance of doubt, the fixed payment will be paid on all lands and associated land areas acquired for national road improvement

works which qualify under paragraph 2 of the agreement.

8. Where farm buildings, fixtures and other structures are taken, the settlement referred to in paragraph 5 will include the cost of replacing such farm buildings, fixtures and other structures with comparable new facilities for similar farming purposes.
9. Compensation will be paid for all damage and disturbance caused during site investigation works and these payments shall be made whether or not a scheme proceeds to a Compulsory Purchase Order in respect of all or part of that holding. Payments will be made to farmers where site investigation or other works involve disturbance to farming activities, livestock and/or crops and, in the absence of other arrangements, full reinstatement shall be made to all lands damaged by site investigations as per the reinstatement procedures to be set out in a revised code of practice.
10. The 2001 National Roads Agreement provided for the serving of the Notice to Treat within a period of six months after the CPO becomes operative. This will continue to apply in this new Agreement, however in consideration of national constraints, in some cases the period within which a Notice to Treat will be served, will be extended to the statutory period of eighteen months, following which, if not served and not extended by the Courts, the CPO will lapse.
11. The acquiring authorities will ensure that once TII/local authorities receive written confirmation from the landowner confirming the understanding of TII / local authorities that agreement on compensation and ancillary matters has been reached and satisfactory title has been furnished, all payments in accordance with the agreement will be made within 30 days of the date of that written confirmation or within 30 days of satisfactory title being provided to TII/the local authority, whichever is later, subject to vacant possession being given.
12. In the event of payment not being made on completion of the agreement within the period set out in Paragraph 11 above, interest will be paid by the local authority to the owner of the lands acquired from the date payment should have been made up to the date of actual payment in accordance with the terms of the Prompt Payments of Accounts Act, 1997.
13. The Code of Practice, which was prepared in consultation with the IFA, will be updated as necessary and will continue to provide guidance aimed at ensuring good liaison and communication with farmers affected by land acquisition for national roads schemes.
14. A Project Liaison Officer for each major national primary road scheme will be appointed to liaise and engage with affected farmers or their representatives, including in relation to the supervision of agreed accommodation works.
15. TII and local authorities shall meet the reasonable and necessary costs to landowners affected by the compulsory acquisition of land for roads, of professional fees, including the cost of assessing and agreeing accommodation works.
16. The local authorities will provide and maintain stock proof fencing on all new motorways, dual-carriageways and national roads provided on or over land to which this agreement applies. Fencing will be provided in accordance with the Standard Construction Details (SCD's) for fencing which are included within TII

Publications. These SCD's are reviewed and updated regularly to reflect prevailing national and EU standards.

The Irish Farmers Association and Landowners

17. The Irish Farmers' Association will promote full co-operation with TII, local authorities and their agents in implementing the National Roads Programme in accordance with this agreement.
18. The owners of lands to be acquired will furnish to TII/the local authority or its designated agent within two months of the service of the Notice to Treat, particulars of their compensation claim and TII/the local authority will respond with a fair and reasonable offer within two months of receipt of full claim particulars.
19. The landowner on receipt of at least 14 days written notice of the date on which agents/contractors of TII or the local authority intend to enter on the land, will allow early access to land for site investigation works to include, but not limited to, road planning, survey and design purposes in order to identify and assess potential routes on the basis of land severance, environmental, engineering, archaeological, geological, topographical, and other considerations and will co-operate fully with local authorities for these purposes. This may entail intrusive activities such as drilling operations, archaeological investigations and excavation works. The contractor will use his best endeavors to follow up the 14 day notice with a phone call 24-48 hours before entry on land.
20. In event of a landowner obstructing or preventing the speedy and efficient undertaking of the roads construction programme, the acquiring authority shall notify the landowner by registered post giving notice that failure to desist from the obstructive action within 14 days of the date of receipt of the said Notice shall disentitle him/her from claiming the benefits of the payment prescribed in Paragraph 7 of the Agreement.

All Parties

21. All parties to the agreement hereby pledge themselves to promoting and maximizing its use for the purpose of land acquisition for the national roads programme between 1st January 2022 and 31st December 2027. TII and local authorities will facilitate any landowner who opts to rely on the agreement, subject to reciprocation by the landowner through the provision of cooperation from the earliest stages as envisaged in paragraph 19 through to completion of the roads scheme.
22. A liaison group including representatives from TII, the IFA and representatives from the County and City Management Association will continue to facilitate the efficient and effective implementation of this agreement.
23. This Agreement will be deemed to have commenced on 1st January 2022.

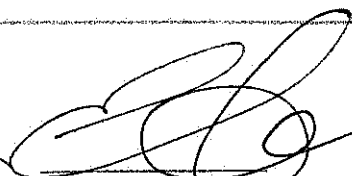
Signed


On behalf of IFA

Tim Cullinan
President


On behalf of TII

Peter Walsh
Chief Executive


On behalf of DoT

Eamon Ryan TD
Minister for Transport

Date

20/12/2023

Appendix E – NRA Circular 5/2008

To: Each County Manager/ City Manager

c.c. Each Director of Services, Roads/Transport

Each Senior Engineer, National Road Regional Design Office

St. Martin's House / Waterloo Road / Dublin 4

Tel: +353 1 660 2511 / Fax: +353 1 668 0009

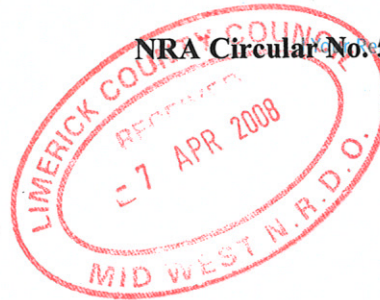
Date
3 April, 2008.

Our Ref.

NRA Circular No. 5/2008

Rates Review

**Site Investigation Works
Archaeological Testing
Payment for Roadbed**



Dear Manager,

Following a rates review, the Authority wish to inform you of the following rate changes with respect to the above:

1. Site Investigation Work

	Effective 1st Sept '06	Effective 1st Sept '07
Boreholes	€147	€154
Probes (per grid)	€110	€116
Trial Pits	€368	€386
Double Trial Pits	€736	€1,000
Boreholes with Standpipes	€368	€386
Survey Control Points (fenced)	€368	€386

2. Archaeological testing

Compensation Per Acre 1st Sept 2006.

Category	Crop Loss	Disturbance	Total/CPO Acre
1. Grassland			
Dairy	€500	€417	€917
Dry stock + Maize	€500	€156	€656

2. Cereals			
Winter Wheat	€438	€156	€594
Other Cereals	€365	€156	€521
(Inc. SpringWheat,Barley,Oats, Peas and Beans)			
3. Sugar Beet			
Crop planted	€938	€313	€1,251
Crop not planted	€521	€156	€677
4. Other crops/land-use	Subject to negotiation		

Compensation Per Acre 1st September 2007.

Category	Crop Loss	Disturbance	Total/CPO Acre
1. Grassland			
Dairy	€525	€438	€963
Dry stock + Maize	€525	€164	€689
2. Cereals			
Winter Wheat	€460	€164	€624
Other Cereals	€383	€164	€547
(Inc. SpringWheat,Barley,Oats, Peas and Beans)			
3. Sugar Beet			
Crop planted	€985	€329	€1,314
Crop not planted	€547	€164	€711
4. Other crops/land-use	Subject to negotiation		

3. Payment For Roadbed

Where Notice to Treat was served after 1 September 2006;

- If roadbed is acquired in front of an occupied dwelling house: **€2,761** all in, i.e. to include goodwill, disturbance etc.
- Where roadbed is acquired in front of land and no other land is acquired the greater of:
 - **€1,105** all in or .
 - **€1,105** per acre and goodwill

- Where roadbed is acquired in front of land and other land is also acquired from the claimant, the roadbed element should be based on a rate of **€1,105** per acre and goodwill.
- Please arrange for payment of the revised rates and of arrears due where appropriate.

Where Notice to Treat was served after **1 September 2007**;

- If roadbed is acquired in front of an occupied dwelling house: **€2,899*** all in, i.e. to include goodwill, disturbance etc. * updated to €5,252 in 2019
- Where roadbed is acquired in front of land and no other land is acquired the greater of:
 - **€1,160** all in or
 - **€1,160** per acre and goodwill
- Where roadbed is acquired in front of land and other land is also acquired from the claimant, the roadbed element should be based on a rate of **€1,160** per acre and goodwill.

Please arrange for payment of the revised rates and of arrears due where appropriate.

Yours sincerely,


Peter Corcoran,
Land Acquisition Officer

Appendix F – Updated Rates to supersede those in NRA Circulars 3/2005 and 5/2008

9 APPENDIX 2 EXTRACTS FROM REFERENCE DOCUMENTS

9.1 TII Approval Thresholds to fund Award of Contracts and Contract Amendments

Specific approval is required from TII to fund the following:

- Service Contracts where the contract value at award (inclusive of VAT) is €100,000 or greater
- Works Contracts where the contract value at award (inclusive of VAT) is €200,000 or greater
- All Contract Amendments on contracts where TII have approved funding for the Contract Award

9.2 Payments to Landowners for Site Investigation Works (applicable to national road and national and regional greenway projects only).²

Description	Rate Applicable (effective 1 st January 2024)
Boreholes	€200
Probes (per 30m x 50m Grid)	€150
Trial Pits	€500
Double Trial Pits	€1,250
Boreholes with Standpipes	€500
Survey Control Points (fenced)	€500
Piezometer	€275

9.3 Payments to Landowner for Archaeological Testing (applicable to national road and national and regional greenway projects only).

Description	Crop Loss	Disturbance	Total / CPO Per Acre
	Rate Applicable (effective 1st January 2024)		
Grassland			
Dairy	€650	€550	€1,200
Dry stock & Maize	€650	€200	€850
Cereals			
Winter Wheat	€575	€200	€775
Other cereals (incl. spring wheat, barley, oats, peas and beans)	€475	€200	€675
Other Crops / Land Use	Assessed on a case-by-case basis		

9.4 Land Valuer Payments (applicable to national road and national and regional greenway projects only).

Description	Rate Applicable (effective 1 st January 2022) excluding VAT
Compensation payable (excluding goodwill payment / accommodation works) is less than or equal to €1.5m	2.5%
Compensation payable (excluding goodwill payment / accommodation works) is greater than €1.5m but less than or equal to €3m	2.5% on first €1.5m+ 1.5% on the balance
Compensation payable (excluding goodwill payment / accommodation works) is greater than €3 but less than or equal to €4.5m	2.5% on first €1.5m+ 1.5% on next €1.5m+ 1.00% on the balance
Compensation payable (excluding goodwill payment / accommodation works) is greater than or equal to €4.5m	2.5% on first €1.5m+ 1.5% on next €1.5m+ 1.00% on next €1.5m+ 0.75% on the balance

² Site Investigation and Archaeological testing rates have been revised for both national roads and national and regional greenways and new payment rates as outlined in Tables 9.3 & 9.4 are applicable from January 2024.

Description	Rate Applicable (effective 1 st January 2022) excluding VAT
Minimum Professional Fee payable per legal interest to be acquired (excl. Roadbed only cases)	€2,000 for national road projects. (€1,650 for national and regional greenways)
Set Professional Fee in relation to standalone Roadbed only cases	€1,000 for national road projects. (€650 for national and regional greenways)
Set Professional Fee for negotiation and completion of signed Accommodation Works Agreement.	€1,000 for national road projects. (€650 for national and regional greenways)
Set Professional Fee for completion of signed Schedule of Commitments Agreement (standalone Roadbed only cases)	€500 for national road projects. (€350 for national and regional greenways)

The Minimum Fee and Set Professional Fee rates as set out in tables 9.4 above and 9.5 below (Not applicable to commission-based fee rate elements) will be subject to (first) adjustment on 31 May 2026 and (subsequent) adjustment every two years from 31 May 2026 in line with the movement in the SPPI Index (SPP02: Services Producers Price Index Quarterly) published by the Central Statistics Office Ireland (or any successor or replacement thereto from time to time). Should the SPPI Index record a downward adjustment during the relevant adjustment period then the Fee rates will remain unchanged. Any movement in Fee rates as a result of the (first) adjustment and (subsequent) adjustments will be confirmed either by way of TII Circular at the relevant time and / or included in a subsequent revision of the Chargeability of Expenditure to Transport Infrastructure Ireland (TII) Grants publication.

9.5 Professional Fees – Solicitors (applicable to national road and national and regional greenway projects only).

Description	Rate Applicable (effective 1 st January 2022) excluding VAT
Compensation payable (excluding goodwill payment / accommodation works) is less than or equal to €1.5m	1%
Compensation payable (excluding goodwill payment / accommodation works) is greater than €1.5m	1% on first €1.5m+ 0.5% on the balance
Minimum Professional Fee payable per legal interest to be acquired.	€1,500 for national road projects. (€1,250 for national and regional greenways)
Set Professional Fee in relation to standalone Roadbed only cases	€750 for national road projects. (€500 for national and regional greenways)

9.6 Interest on Land Acquisition paid (applicable to national road and national and regional greenway projects only).

Description	Rate Applicable (effective 1 st Sept 2007)
Interest must be calculated net of the Goodwill payment provided for in Clause 7 of the DOT/TII/IFA Agreement of December 2023.	
Interest must be calculated on a daily basis from the date of entry* to the date the transfer closes at a fixed rate (local loans fund rate applicable on the date of entry) as follows:	
$\frac{\text{Compensation (excluding Goodwill Payment)} \times \text{Interest Rate} \times \text{Number of days}}{365}$	
In paying this interest, the local authority must calculate and remit to the Revenue Commissioners, income tax on the interest payable to the landowner at the standard rate (Schedule D).	

Local authorities should put in place a process to record the actual date of entry on to the land acquired under CPO. Such a process could be a register recording dates of entry (supported by relevant documentation e.g. photos date and Time stamped evidencing entry on to the land) or issuing letters confirming the date possession is taken.