

DONEGAL COUNTY COUNCIL

CHARTER OF SERVICE

Water Supply and Wastewater Treatment (Non-Domestic Customers)

1. GENERAL

- 1.1. This Charter of Service applies to the provision of water services to non-domestic customers by the Donegal County Council (hereafter referred to as “the Council”) including both the supply of water and the treatment of discharged wastewater.
- 1.2. The Council may change these terms for technical or operational reasons and any material changes shall be notified to the customer in advance insofar as is practicable.
- 1.3. The Council does not profit from the provision of water services, but is required to recover all costs associated with the provision of water supplied to the boundary of the customer's premises and the costs associated with the collection and treatment of wastewater from the customer's premises.
- 1.4. Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.
- 1.5. This Charter of Service shall not affect the statutory rights of any person.
- 1.6. The provision of and charging for water and wastewater services will, like all of the Council's services, be delivered in line with the standards and other commitments contained in our Customer Action Plan.

2. WATER SUPPLY

- 2.1. The Council will exercise reasonable skill and care in the provision of the service.
- 2.2. The delivery of water is subject to certain variations that may affect the quality, taste, colour, hardness, clarity, pressure, availability or any other aspect of water supply. The Council will make all reasonable efforts to minimise variations that might affect the quality of the supply but it does not accept liability for any loss incurred through water considered to be unacceptable by the customer for its purposes.
- 2.3. The Council reserves the right, without prejudice to any other provisions of this charter, to issue reasonable instructions concerning the use of the service as may be necessary in the interests of safety, quality of service or other valid reasons.

- 2.4. Accidental and planned interruptions of the water supply occur from time to time. The Council will take all reasonable steps to minimise the number of interruptions and to restore supply as quickly as possible following an interruption.
- 2.5. The Council may also interrupt the service wholly or partially, if the Council deems such action necessary or if the Council is requested to so do by the HSE. All reasonable efforts will be made to minimise such service disruptions and to give advance notice where practicable.
- 2.6. The customer shall ensure that the water distribution system of their premises is maintained so as to protect human health and prevent leakage.
- 2.7. If, in the opinion of the Council, the nature of the customer's water demand is such that it is likely to produce what the Council determines to be a significant impact upon the water treatment works, then the Council may require the customer to enter into an agreement to have capacity assigned at the said works for the purpose of treating water on behalf of the customer.

3. WASTEWATER DISCHARGE

- 3.1. Without prejudice to any licensing obligations which exist or may be imposed, the customer shall at no time permit to be discharged into the drainage system:
 - a. any liquid matter or thing which is or may be liable to set or congeal at average sewer temperatures (between 4 and 25 degrees Celsius), or by which the free flow of sewage or storm water may otherwise be interfered with, or is capable of giving off any flammable or explosive gas or any noxious odour in sufficient concentration to cause a nuisance;
 - b. wastewater which by nature of volume or composition is likely to adversely affect the performance of a wastewater treatment plant(s) of the Council;
 - c. any acid, alkali or other substance in sufficient concentration to cause corrosion to sewer network components;
 - d. any matter that causes or is likely to cause a risk to human health or safety or the environment.

The customer shall comply with any reasonable direction issued by the Council to ensure compliance with this clause.

- 3.2. The customer shall not allow the discharge into the public sewer of rainwater run-off from roofs, paved areas or other surfaces, except as may be agreed with the Council in writing.

- 3.3. The Council shall be entitled to take spot samples of the wastewater discharged by the customer for the purposes of testing compliance with this Charter of Service.
- 3.4. If, in the opinion of the Council the characteristics of the customer's effluent are such that it is likely to produce what the Council determines to be a significant impact upon the wastewater treatment works, then the Council may require the customer to enter into an agreement to reserve capacity at the said works for the purpose of treating the wastewater of the customer.
- 3.5. In the case of hotels, restaurants, fast food outlets, and similar establishments in the hospitality industry, the customer shall ensure that sufficient grease traps are provided and maintained, through which all effluent from kitchens and cooking areas must pass, in order to prevent the accumulation of grease in pipes, and ultimately, in sewage treatment plants, (which could adversely affect the quality of treated water discharged from these plants). The customer shall also ensure the use of phosphate free detergents in hotel laundries and that chlorine be removed from swimming pool water prior to discharging to the sewer.
- 3.6. The use of macerators, munchers or similar mechanical grinding devices, in sinks or other entry points to the Council sewer, is strictly forbidden. The customer shall ensure that solid food waste is disposed of by an environmentally-friendly route, such as by composting or vermiculture, (wormery).
- 3.7. The customer shall ensure that the entry of non-biodegradable material, (such as that derived from hospital or sanitary waste), into sewers is prevented, since these materials compromise the operation of the wastewater treatment process and subsequent use of sewage sludge in agriculture.

4. METERS AND METERING

- 4.1. The amount of water supplied to the customer shall be ascertained by means of a meter or meters and other apparatus supplied and installed by the Council, or persons acting on behalf of the Council, and such meter or meters shall remain the property of the Council.
- 4.2. The Council or persons acting on behalf of the Council shall read the meter(s). Only persons authorised by the Council may fix, connect, remove or work upon any equipment associated with the recording of the water supply and belonging to the Council.
- 4.3. Subject to some restrictions, estimated meter readings may be used for billing purposes. These restrictions will include:
 - a. A maximum of one estimated reading will be used for any individual meter in any calendar year

- b. Two consecutive estimated readings will not be used for any individual meter on consecutive reading cycles

Only in exceptional circumstances will these limitations be exceeded

- 4.4. Where a meter is not in place at present and pending installation in accordance with 4.1, the Council may levy a flat rate charge in consideration of the service provided.
- 4.5. When, for any reason, a meter has failed to record correctly the water used, the Council reserves the right to estimate the customer's consumption on the basis of historical and/or comparative data, and adjust the customer's account accordingly.
- 4.6. At the request of the customer, the Council may test the accuracy of the meter to ascertain if it is within the prescribed range of accuracy for the meter, which shall be $\pm 2.5\%$ unless agreed otherwise in writing. If it is outside this range the customer's account will be increased or reduced accordingly. Otherwise, the recording of meters and other apparatus shall be deemed conclusive, and the customer may be charged for the cost of the test.
- 4.7. In the event of unauthorised interference, whether by the customer or otherwise, whereby water could have been consumed without being properly metered, the Council reserves the right to estimate the unrecorded consumption and include the charges for same in the customer's account.
- 4.8. It is the customer's responsibility and duty to repair any leaks that occur in water pipes on the customer's side of the meter. As the customer is deemed liable for all water passing through the meter, no allowance will be made in billed water charges for water actually or allegedly lost through such leaks.

5. WATER SERVICES CHARGES

- 5.1. There will be separate charges for water supply and wastewater treatment services.
- 5.2. A schedule of charges will be set annually in accordance with relevant legislation and Government policy.
- 5.3. The principal charges will consist of unit charges related to volume (m^3) of water used/discharged. Unless otherwise agreed, or where the customer has an independent water supply, the volume of wastewater treated will be deemed to be equal to the volume of water supplied, based on the water meter readings.
- 5.4. The unit charges will include (inter alia) contributions to cover:
 - a. the marginal capital costs of the water / wastewater treatment works and delivery/drainage systems;

- b. the average operational costs of the water / wastewater treatment works and conveyance /drainage systems;
 - c. the average general administration, metering, monitoring, billing and credit control costs.
- 5.5. In addition to volumetric charges, there will be a standing charge for every non-domestic connection in respect of the cost of the metering service.
- 5.6. In the case of mixed-use premises, i.e. where there is an occupied dwelling unit included, a domestic allowance will be applied (currently set at 227m³ per annum).
- 5.7. As already referred to at 4.4 above, where a meter is not in place and pending its installation, the Council may levy a flat rate charge in consideration of the service provided. A flat rate charge may also apply where it is established that a premises has the use of a public water supply and/or wastewater collection and treatment, but the location of the actual connection(s) cannot be found.
- 5.8. The Council may, at its discretion, include in the schedule of charges a provision for the levying of a minimum charge in certain circumstances.
- 5.9. The cost of production and distribution of one unit of treated water, and the cost of collection and treatment of one unit of wastewater shall be determined annually by the Council. The Council shall make the method of computation of the charges available generally for inspection.
- 5.10. The Council may, as a condition of service, require the metering of the water supply, or wastewater discharge as appropriate, where the Customer has a private water supply, solely for the purpose of the determination of the volume of wastewater according to the principles described above.

6. BILLING

- 6.1. Customers will be categorised according to their average consumption, within the following approximate bands:
- a. Large: more than 10m³ per day on average
 - b. Medium: between 1m³ and 10m³ per day on average
 - c. Small: less than 1m³ per day on average
- 6.2. The following outline billing schedules will apply:
- a. Large customers will be billed monthly, with the bill due to issue during the second week of the following month.

- b. Medium customers will be billed quarterly, with bill due to issue by the end of the first month of the following quarter.
 - c. Small customers will be billed six-monthly, with the bill due to issue during the second month of the following six-month period.
- 6.3. Notwithstanding the above, the Council may at its discretion decide to include all consumers of a particular type in one category for convenience.
- 6.4. The bill will issue to the person to whom the water services concerned are provided. Where a premises/property to which a service is provided is let, then, in accordance with legislation, the occupier of the premises/property shall be deemed to be the person to whom the service is provided.

When a tenant vacates a premises, liability for service charges will revert to the owner until such time as the identity of a new tenant is conveyed to the Council.

- 6.5. Where a customer believes that the volume of water / wastewater for which they are being charged is inaccurate, they may request that the last meter reading be re-checked. If a discrepancy is found, the customer's account will be adjusted accordingly, with no charge for the re-check. However, if the re-check confirms the initial reading, the Council reserves the right to charge the customer for the re-check.

7. PAYMENT OF ACCOUNTS

- 7.1. The customer is liable to pay the Council all charges referred to in this Charter of Service for all water consumed or estimated to have been consumed and all wastewater discharged or estimated to have been discharged.
- 7.2. The Council offers a range of payment options, including:
 - a. Direct Debit
 - b. Post (cheque)
 - c. Cash, cheque or debit/credit card in Public Service Centres
- 7.3. All charges and other payments must be paid in full by the due date, as follows:
 - In the case of bills based on measured consumption, payment is due on demand (i.e. date of issue).
 - In the case of bills based on fixed charges, payment is due within two months of the day of issue.

The Council shall be entitled to charge an interest rate not exceeding 1% above the European Central Bank's marginal lending facility on all accounts that remain outstanding after the due date specified.

- 7.4. Failure to pay water charges by the due date will result in enforcement proceedings being taken by the Council. The form of enforcement will be at the discretion of the Council and may include legal proceedings and/or disconnection of service.

8. SUSPENSION / TERMINATION OF SERVICE BY THE COUNCIL

- 8.1. The Council may disconnect the water supply of the customer for any valid reason, including:
- a. the customer fails to pay the Council the water services charges due;
 - b. a breach of any of the conditions of this Charter of Service or the conditions attaching to the licence for the connection;
 - c. any other circumstance determined as being appropriate by the Council.
- 8.2. The Council will charge a reconnection fee, to be determined from time to time, in circumstances where a customer has been disconnected for failure to pay outstanding water charges.

9. TERMINATION BY THE CUSTOMER

- 9.1. The customer may apply for termination of the water supply and/or wastewater treatment by giving seven days notice to the Council. The customer is liable for the costs incurred for his or her consumption of water up to the date of disconnection.
- 9.2. The customer may arrange for termination of payments to be effected without disconnection, if satisfactory arrangements for the transfer of liability to a person acceptable to the Council are in place.

10. EXCLUSION OF LIABILITY

- 10.1. The Council shall not be liable for any injury, loss or damage, whether or not foreseeable, directly or indirectly resulting from:
- a. any failure, interruption, delay, suspension or restriction in providing water services arising for any reason;
 - b. or any variations in water quality, taste, hardness, colour, pressure or any other quality parameter;
 - c. or any unlawful or unauthorised use of the service by the customer.

11. RIGHT OF ACCESS TO PROPERTY/PREMISES

- 11.1. Employees or agents of the Council engaged in the provision of water services, may, at all reasonable times, enter the property/premises of a customer for the purposes of reading, inspecting, disconnecting or removing the meter(s) and for sampling as identified in clause 3.3 and for all other purposes in connection with the supply of water services or in cases where in the opinion of the Council, an emergency exists.

12. MAINTENANCE OF CUSTOMER RECORDS

- 12.1. The Council will endeavour to keep customer data records up-to-date and would appreciate the cooperation of customers in this matter. Customers are asked to notify material changes to the Council when they occur - such as change of ownership, change of tenant, change of use, change of billing address, etc.