

Group Water Supply Scheme

- A GROUP APPLICATION FOR PERMISSION TO CONNECT TO A PUBLIC WATER SUPPLY**
- B GROUP APPLICATION FOR PERMISSION TO OPEN ROADWAY**
- C PRELIMINARY AGREEMENT BETWEEN GROUP AND DONEGAL COUNTY COUNCIL.**

We the undersigned Trustees hereby witness the below mentioned participants.

1. _____ of _____
2. _____ of _____
3. _____ of _____

A GROUP APPLICATION FOR PERMISSION TO CONNECT TO A PUBLIC WATER SUPPLY

We, the undersigned, hereby apply for permission to make an underpressure connection to the public water supply mains for the purpose of installing a group supply of water to our premises for the purposes stated.

We, undertake that the Council' Bye-Laws and other Regulations shall be observed in every way.

The Council will carry out the connection to the watermain.

NOTE: The householder will be held responsible for seeing that the Council's Bye-Laws and regulations are observed and should a breach of these take place the supply may be disconnected.

B. APPLICATION FOR PERMISSION TO OPEN ROADWAY

In consideration that your Council will permit us to open the public roadway for the purpose of connecting the Group Water Supply Scheme to the Public Water Supply.

We hereby undertake that the work shall be well and substantially executed and in accordance with any direction your County Engineer, for the time being hereinafter called the County Engineer, may give and in accordance with your bye-laws, regulations and specifications and that the road, shall, with all possible speed be restored and the disturbed portion afterwards attended to until fairly consolidated, both being done to the entire satisfaction of your Engineer.

We also undertake and engage, in case the road or any part thereof shall at any time be injured or damaged by reason of the existence of such work, or in anywise on the account thereof at our own expenses forthwith to make good such damages to the entire satisfaction of your Engineer.

We also undertake on notice in writing being given to us by your Surveyor, at our own expense, with all possible speed, to remove or alter in such manner as may be required by your Engineer, all or any of the said work and to restore the road to his entire satisfaction, in case removal or alteration be, in the opinion of your Engineer, necessary in order to execute any County work or in case it shall appear or are/or is anywise obnoxious to any private property or rights.

In case we shall fail or neglect to fulfil in all respects all or any of the engagement hereby given within ten days after receipt by us of notice requiring us to do from your Engineer, it shall be lawful for your Engineer, on behalf of the County Council, or the Contractor for the maintenance of said road to alter or remove the said _____ and restore the said road or to make good such damage as the case may be and we hereby also undertake and engage to recoup the County Council or Contractor all costs and expenses which shall be incurred in respect thereof, or in relation thereto, and in case of non-payment the same shall be recoverable by action of law.

We also engage in the execution of all or any of the matter aforesaid to take every precaution to prevent danger and inconvenience to the public traffic and to be liable and accountable for, and to indemnify the County Council and all County road Contractors and workmen against all costs, action and damages which may be neglect or default so to do, or the neglect or default of any persons employed by us. A fee as follows must be lodged with the County Secretary, Donegal County Council, County House, Lifford.

This fee is non- refundable.

- C. *Group Water Supply Scheme - Conditions to be complied with by a Group of persons of any Group Water Supply Scheme which is to be taken over for maintenance by the Donegal County Council where supplies are taken from the Council's network.*

PRELIMINARY AGREEMENT

AGREEMENT made the day of 20 , between the Signatories hereto (who are a Group of persons who intend to carry out a Group Water Supply Scheme to be known as the _____ **Group Water Scheme** and as such entitled to and hereby bind the said Group of persons hereinafter referred to as “the Group”) of the one part and THE COUNTY COUNCIL OF THE COUNTY OF DONEGAL, whose office is at Lifford in said County, a Local Authority, (hereinafter called ‘the Council’) of the other part WITNESSETH that in consideration of the monies paid by the Council to the Group (if any) and the mutual advantages to be derived by the parties hereto and of the supply of water (if any) to be provided by the Council, the parties hereto mutually agree and declare that the following provisions, stipulations and conditions shall apply to the scheme which term shall be deemed to include all works, pipes, way-leaves, lands, rights-of-way and water rights, done laid and acquired for the purpose of carrying out the scheme and the parties hereto, hereby mutually covenant to carry out the said provisions, stipulations and conditions.

1. **Execution of Work:** All work shall be carried out in accordance with general specification for Group Water Supply Schemes issued by Donegal County Council.
2. **Legal Acquisition:** The Group obtain Legal acquisition of all necessary

Lands
Rights of Way
Wayleaves and
Water Rights

to the satisfaction of the Donegal County Council and agreement to said rights and ownerships being transferred to the Council is implied by acceptance of connection with the Council's watermains and turning on of supplies to the Group's system. In the event of failure to transfer such rights to the Council at take-over the Council will be at liberty to disconnect.

3. **Drawings:**
The Group shall produce satisfactory “As Constructed” drawings of the scheme, showing details of connections and fittings, together with a schedule of all services then existing. Where appropriate this should be accompanied by E.S.B. Certificate indicating that all electrical installations are satisfactory.
4. **Completion:** Upon connection with the Council’s system the Group shall complete all work to the Council’s satisfaction and shall maintain same for a period of six months from completion date. In default of such completion or maintenance the Council shall be at liberty to disconnect the supply and abandon the works.
5. **Rights of Way:** Rights of way must be in a satisfactory state of repair and be such as to allow future use of vehicular traffic for inspection and maintenance purposes.
6. **Indemnity Clause:** The Trustees of the Group shall indemnify Donegal County Council against any claims arising from any action of the Group or its Contractors or employees prior to the date of taking over the Group Scheme by the Council and such indemnity is implied in the connection of the Group with the Council’s mains and the turning on of supplies.
7. **Date of Completion:** The date of completion shall be deemed to be the date of issue of a Certificate by the County Engineer stating that works are completed to his satisfaction and the six months maintenance period hereinafter mentioned shall then commence.
8. **Maintenance Period:** The period shall be six months commencing from the date of the County Engineer’s Certificate of completion. The Group shall, during the maintenance period, make good to the satisfaction of the County Engineer and without charge to the County Council, any defects arising in the works which are, in the County Engineer’s opinion due to faulty or improper materials or workmanship.
9. **Water Charges:** Shall become due as from the date the water from the Council’s mains (existing) is used by the Group.

All consumers shall be responsible for the Water Charges in accordance with the standard charges applicable in the County as a whole for the supply of water to each category of consumer.

10. **Connection to the Scheme after it has been taken over by the County Council will only be granted on the following conditions:-**
 - (a) That such connection or connections do not affect adversely the supply of water as available to the original Group members.
 - (b) That persons other than the original Group members pay to Donegal County Council the sum of €152 plus the appropriate contribution paid by the participants in the case of the particular Group. Such new applicants may qualify in turn for appropriate grants.
 - (c) The original consumers shall pay the original Group contribution per additional connection for a new house as from date of connection plus Road Opening Fee. This shall not apply to a further Group extension which will be treated as a new Group and may be required to make a contribution levied by the previous Group.
 - (d) That the appropriate water rent be payable from date of connection.
 - (e) That the Council may reserve the right to refuse any application from persons wishing to connect to the Group mains.

11. **Transfer:** The Council shall forthwith take in charge the scheme upon connection with the Council's mains subject to the above mentioned conditions. The signatures hereto shall imply that the majority of the consumers have demanded the taking in charge pursuant to Section 6 of the Local Government (Sanitary Services) Act, 1962.
- (a) On consideration of such taking over by the Council ownership of all materials, fittings, pipes, mains and services (as far as stop-cock) should be transferred to said Council.
 - (b) No other consideration or cash on foot of such transfer shall otherwise be payable by the Council.
 - (c) The work shall be completed to the entire satisfaction of the Donegal County Engineer who will not issue his Certificate in the matter until such tests, openings for inspection, etc. meet with his approval. In default of such satisfactory completion the Council may without further agreement assign to themselves any outstanding grants with the approval of the Department of assignment of such grants.
 - (d) Donegal County Council shall not be responsible for any deficit in the financial account of the Group or of any debts incurred by the Group prior to taking in charge of the scheme for maintenance.

PROVIDED ALWAYS that should the Council pay to the Group a subvention to lay a larger pipe than is required for the supply of the original participants the following terms and conditions shall apply and bind the Group.

- (a) At the outset the Group shall submit a list of all persons or properties who are participating in the Group to the intent that such list shall show all connections which the Group hope to make and obtain contribution for prior to the scheme being taken over by the Council.
- (b) If, after the submission of such list, the Group wish to add to the list of connections, they shall be entitled so to do only upon the written consent of the Council whether the scheme has been taken over or not and the Council may refuse such permission unless the persons to be added to the list could, in the opinion of the Council, have been accommodated by the scheme, if the pipe size laid had not been increased at the request of the Council.
- (c) If at any time after the submission of the list any person seeks a connection which is not listed as aforesaid and the Council do not give permission in writing as aforesaid then such person shall be permitted to connect to the scheme only upon complying with the terms of Paragraph 10 hereof as if the scheme had been taken over by the Council to the intent that if any connections are made which are not listed originally or permitted under Paragraph (b) hereof the monies payable under Clause 10 hereof shall be and become payable to the Council and recoverable by the Council from the person getting the connection even though the scheme has not been taken over.
- (d) Should a person seek a connection which is not originally listed and the Council refuse permission under Paragraph (b) hereof the Council may arrange for, permit and, if necessary, install such connection on payment of the sums payable under paragraph (c) hereof, notwithstanding that they have not taken over the scheme, and the Group shall not be entitled to object to or prevent such connections.

- (e) Should the Council wish to make a connection to the Group Scheme pipe for the purpose of connecting an individual or group of individuals or for the purpose of an extension of the scheme for the benefit of another group then provided that the connection or extension is for the benefit of persons not already listed as aforesaid in respect of whom the Council would not give consent under Clause (b) hereof and provided that the increase in pipe size requested by the Council is adequate to provide a supply for the additional connection or extension then the Council may install such connection or extension and connect the same to the group scheme without a payment to the Group of any sum notwithstanding that the Council have not taken over the scheme and the Group shall not be entitled to object to or prevent such a connection and any payment to be made in respect of such connection shall be made to the Council as if it were a connection made pursuant to Clause (10) hereof.

| No. | <i>Signature of Participant</i> | <i>Address</i> | <i>Initials of Promoter</i> |
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Promoter's signature as witness of the above mentioned participants
(also address).
