



An Bord Pleanála
64 Marlborough Street
Dublin 1
Co. Dublin
D01 V902

16th April 2024

Re: Referral of Section 4 Determination under the provisions of Section 5(3)(a) of the Planning and Development Act (as amended)

Subject Site: Lands between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper, Co Wicklow

Dear Sir/ Madam,

On behalf of Ballynagran Landfill Ltd, we are writing to the Board to obtain a declaration pursuant to Section 5(3)(a) of the Planning and Development Act. This referral relates to a Section 5 declaration issued by Wicklow Co Council on 21st March 2024 in respect of the laying of a rising main between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper.

Enclosed is the prescribed fee of €220 along with a copy of the declaration issued by Wicklow County Council. This referral sets out the rationale for the proposal being deemed as exempt development.

We would request that An Bord Pleanála review the Section 5 declaration as issued by the Planning Authority and to issue a declaration that the proposed works constitute exempt development.

1. The question

Whether the laying of a rising main between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper, along the local road L1113 crossing the N11 and R751 constitutes exempted development within the meaning of the Planning and Development Acts (as amended).

Ltd. would like to deliver these environmental benefits and complete the connection as soon as possible.

- 2.6 As part of the project planning a wastewater connection offer was received from Uisce Eireann in September 2023 and signed and finalised in December 2023.
- 2.7 Since receiving the connection offer and confirmation of the connection location, Fingleton White is developing the design including route drawings and hydraulic models in line with the conditions of the connection offer.
- 2.8 As set out in the project overview the rising main will be of polyethylene material in accordance with Irish Water Code of Practice for Wastewater Infrastructure.

3. Declaration of the Planning Authority

- 3.1 On 1st March 2024 the applicant applied for a Section 5 Declaration of Exempt Development.
- 3.2 As part of the application a project overview was provided along with a route of the proposal.
- 3.3 On review of the planner's report we highlight the following extracts for reference by the Board.

'As the proposal would involve works of excavation and construction, therefore the laying of rising main would be development having regard to the definition set out under Section 3(1) of the Planning and Development Act 2000 (as amended).

The exemption to which the agents consider to come within is Schedule 2: Part 1, Class 48 ie.

The connection of any premises to a wired broadcast relay service, sewer, watermain, gas main or electricity supply line or cable, including the breaking open of any street or other land for that purpose.

A street is defined as a public road that is usually lined with buildings (Collins Dictionary) and thus it is clearly identifiable as urban in nature. The context is clearly for connections within the urban setting, which would be logical as such services would mainly be within existing agglomerations. The current proposal extends over a distance of 3.7km, with the majority of works being located outside the development boundary of Wicklow Town as identified in the Wicklow Town-Rathnew Development Plan 2013-2019, and as such are within the rural area.

The scale /extent/type of works proposed and the location of the works required to facilitate the connection would not it is considered to be of a type that would come within the description or be envisaged as part of the connection under this exemption. This consideration is further

Table 1: Restrictions on Exemption Criteria (as relevant) & Responses

Article 9	Article Description	Responses
9(1)(a)(i)	Contravene a condition attached to a permission under the Act or be inconsistent with any use specified in a permission under the Act	The proposal will not contravene any related planning conditions.
9(1)(a)(ii)	Consist of or comprise the formation, laying out or material widening of a means of access to a public road the surfaced carriageway of which exceeds 4 metres in width.	The proposal will not consist of any of these works.
9(1)(a)(iii)	Endanger public safety by reason of traffic hazard or obstruction of road users.	The proposal will be subject to a road opening licence from Wicklow County Council and will be subject to a Traffic Management Plan to be agreed in advance of any works.
9(1)(a)(iv)	Except in the case of a porch to which class 7 specified in column 1 of Part 1 of Schedule 2 applies and which complies with the conditions and limitations specified in column 2 of the said Part 1 opposite the mention of that class in the said column 1, comprise the construction, erection, extension or renewal of a building on any street so as to bring forward the building, or any part of the building, beyond the front wall of the building on either side thereof or beyond a line determined as the building line in a development plan for the area or, pending the variation of a development plan or the making of a new development plan, in the draft variation of the development plan or the draft development plan.	Not applicable
9(1)(a)(v)	Consist of or comprise the carrying out under a public road of works other than a connection to a wired broadcast relay service, sewer, water main, gas main or electricity supply line or cable, or any works to which class 25, 26 or 31 (a) specified in column 1 of Part 1 of Schedule 2 applies,	The proposal will not consist of any of these works.
9(1)(a)(vi)	Interfere with the character of a landscape, or a view or prospect of special amenity value or special interest, the preservation of which is an objective of a development plan for the area in which the development is proposed or, pending the variation of a development plan or the making of a new development plan, in the draft variation of the development plan or the draft development plan.	Not applicable

Table 2 Class 48 provisions (Exempt Development)

Class 48	Responses
The connection of any premises to a wire broadcast relay service, sewer, watermain, gas main or electricity supply line or cable including the breaking open of any street or other land for that purpose.	<p>The proposal falls within the provisions of Class 48 as it clearly provides for the opening of both 'any street' or other land for that purpose.</p> <p>We also highlight there are no conditions or limitations for such works under Class 48.</p>

4.7 We highlight for the Board that the declaration by the Planning Authority incorrectly fails to identify that Class 48 does not relate solely to any street but also specifically refers to 'other land for that purpose.'

4.8 This is noteworthy in that the planner's report incorrectly interprets Class 48 as only being applicable to an urban street and not providing for such works in a rural area.

4.9 For reference the planner's report under main reasons states:

'Having regard to:

- i. The extent and type of the works ie. the construction/excavation and laying of a sewer underground over 3.7km;*
- ii. The location of the works mainly within the rural area and outside the development boundary of Wicklow Town;*
- iii. The definition of street ie. a public road that is usually lined with buildings (Collins Dictionary).'*

4.10 In the first instance we highlight for the Board the assessment in the planner's report acknowledges that such works are exempt development, if provided in an urban context and along a street. This is noteworthy as under subpoint (ii) above and on page 5 of the planner's report this is referenced:

A street is defined as a public road that is usually lined with buildings (Collins Dictionary) and thus it is clearly identifiable as urban in nature. The context is clearly for connections within the urban setting, which would be logical as such services would mainly be within existing agglomerations. The current proposal extends over a distance of 3.7km, with the majority of works being located outside the development boundary of Wicklow Town as identified in the Wicklow Town-Rathnew Development Plan 2013-2019, and as such are within the rural area.

5 Other matters

- 5.1 We refer to the Connection Agreement from Irish Water appended to the overview by Fingleton White (appendix A).
- 5.2 This Connection Agreement confirms the proposal is to connect to the foul sewer network and provides for the sewer line to be a self-lay development (ie. developer provided).
- 5.3 This is also noteworthy in that on page 1 of the planner's report an incorrect and contradiction is stated wherein it recognises that connection to a sewer is allowed but then states it is not evident that a sewer is available:

'Class 48: Part 1 Schedule 2 of the Planning and Development Regulations 2001 (as amended) allows for the connection of a premises to a sewer, however there is no evidence there is a sewer available at the location indicated and therefore it is not evident the premises is being connected to a sewer.'

- 5.4 This Connection Agreement from Irish Water is also highlighted in that the self-lay agreement is provided for all such works to be carried out under the provisions of Section 41 of the Water Services Act.

Installation of
pipes.

41.— (1) In this section—

“local road”, “national road”, “public road”, “regional road” and “road” have the same meaning as in **section 2** of the **Roads Act 1993**;

“pipes” includes sewers, drains, water mains, distribution systems, service connections or their accessories;

F32 [“road authority” means—

(a) in the case of a toll road within the meaning of Part V of the **Roads Act 1993**, the National Roads Authority, and

(b) in all other cases, a local authority within the meaning of the Act of 2001, other than a local authority referred to in Part 2 of **Schedule 6** to that Act.]

(2) A water services authority, or other person acting jointly with it or on its behalf, may, for the purpose of providing or assisting in the provision of water services, carry pipes through, across, over, under or along any public road, or place intended for a public road, or under or over any cellar or vault which may be under the pavement or carriageway of any public road, or from time to time repair, alter, remove or replace the same, subject to the consent of the relevant road authority where the water services authority is not the road authority for that road or place intended for a road.

(3) Any person authorised by a water services authority to provide water services or any person providing water services jointly with or on behalf of that person, may, in respect of the provision of those services, carry pipes through, across, over, under or along a public road, or place intended for a public road, or under or over any cellar or vault which may be under the pavement or carriageway of any public road, or from time to time repair, alter, remove or replace the same, subject to the consent of the road authority for that road.

(4) Subject to any regulations that the Minister may make under **subsection (6)**, a road authority may attach conditions to the granting of any consent under **subsection (2)** or **(3)**, which shall be binding on the said water services authority or authorised provider of water services or person providing water services jointly with or on behalf of the water services authority or authorised provider of water services as the case may be.



Comhairle Contae Chill Mhantáin Wicklow County Council

Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20148
Faics / Fax: (0404) 69462
Rphost / Email: plandev@wicklowcoco
Suíomh / Website: www.wicklow.ie

Damine Holmes
Ballynagran Landfill
Coolbeg Cross
Co. Wicklow

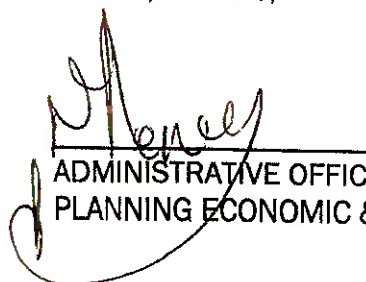
21st March 2024

RE: Declaration in accordance with Section 5 of the Planning & Development Acts 2000 (As Amended) – EX17/2024 – Ballynagran Landfill Ltd

I enclose herewith Declaration in accordance with Article 5 (2) (A) of the Planning & Development Act 2000.

Where a Declaration is used under this Section any person issued with a Declaration under subsection (2) (a) may, on payment to An Bord Pleanála of such fee as may be prescribed, refer a declaration for review by the Board within four weeks of the date of the issuing of the declaration by the Local Authority.

Is mise, le meas,


ADMINISTRATIVE OFFICER
PLANNING ECONOMIC & RURAL DEVELOPMENT



Tá an doiciméid seo ar fáil i bhformáid eile ar éiríochas.
This document is available in alternative formats on request.

Ba chóir gach comhfhreagras a sheoladh chuig an Stiúrthóir Seirbhísí, Pleanáil, Forbairt Eacnamaíochta agus Tuaithe.
All correspondence should be addressed to the Director of Services, Planning, Economic and Rural Development.





Comhairle Contae Chill Mhantáin Wicklow County Council

**Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development**

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Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20148
Faics / Fax: (0404) 69462
Rphost / Email: plandev@wicklowcoco.ie
Sulomh / Website: www.wicklow.ie

DECLARATION IN ACCORDANCE WITH ARTICLE 5 (2) (A) OF THE PLANNING & DEVELOPMENT ACT 2000 AS AMENDED

Applicant: Ballynagran Landfill Ltd

CHIEF EXECUTIVE ORDER NO. CE/PERD/372/2024

A question has arisen as to whether "the laying of rising main between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper, along the local road L1113, crossing the N11 and R751" is or is not exempted development.

Having regard to:

- The details submitted with the Section 5 application.
- Planning History PL 27.1311213(PRR 01/5285), PRR 20/21 , PRR 12/6581, PRR 08/1209 .
- EX 40/2023
- Wicklow Town-Rathnew Development Plan 2013-2019
- Section 2, 3 , 4 of the Planning and Development Act 2000(as amended)
- Article 6,9 and Schedule 2: Part 1 : Class 48 and Class 54 of the Planning and Development Regulations 2001(as amended).

Main Reasons with respect to Section 5 Declaration:

- The laying of a rising main would come within the definition of works and is therefore development having regard to Section 3 of the Planning and Development Act 2000(as amended).
- Having regard to
 - i. the extent and type of the works i.e. the construction/ excavation and laying of a sewer underground over 3.7km,
 - ii. the location of the works mainly within the rural area and outside the development boundary of Wicklow Town
 - iii. the definition of street i.e. a public road that is usually lined with buildings (Collins Dictionary).
 - iv. Class 58, Part1 : Schedule 2 of the Planning and Development Regulations 2001(as amended), which specifically provides for an exemption for Irish Water to
 - i. *underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters, and, the excavation of any street or other land for that purpose;*
 - v. The description under Class 48 : Part1 : Schedule 2 of the Planning and Development Regulations 2001(as amended), i.e. *The connection of any premises to a wired broadcast relay service, sewer, watermain, gas main or electricity supply line or cable, including the breaking open of any street or other land for that purpose.*



WICKLOW COUNTY COUNCIL

PLANNING & DEVELOPMENT ACTS 2000 (As Amended)
SECTION 5

CHIEF EXECUTIVE ORDER NO. CE/PERD/372/2024

Reference Number: EX17/2024

Name of Applicant: Ballynagran Landfill Ltd

Nature of Application: Section 5 Referral as to whether or not "the laying of rising main between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper, along the local road L1113, crossing the N11 and R751" is or is not development and is or is not exempted development.

Report from Edel Bermingham SEP

With respect to the query under section 5 of the Planning & Development Act 2000 as to whether "the laying of rising main between Ballynagran Landfill to Uisce Eireann connection point at Ballynerrin Upper, along the local road L1113, crossing the N11 and R751" is or is not exempted development within the meaning of the Planning & Development Acts 2000 (as amended).

Having regard to:

- The details submitted with the Section 5 application.
- Planning History PL 27.1311213(PRR 01/5285), PRR 20/21 , PRR 12/6581, PRR 08/1209
- EX 40/2023
- Wicklow Town-Rathnew Development Plan 2013-2019
- Section 2, 3 , 4 of the Planning and Development Act 2000(as amended)
- Article 6,9 and Schedule 2: Part 1 : Class 48 and Class 54 of the Planning and Development Regulations 2001(as amended).

Main Reason with respect to Section 5 Declaration:

- The laying of a rising main would come within the definition of works and is therefore development having regard to Section 3 of the Planning and Development Act 2000(as amended).
- Having regard to
 - i. the extent and type of the works i.e. the construction/ excavation and laying of a sewer underground over 3.7km,
 - ii. the location of the works mainly within the rural area and outside the development boundary of Wicklow Town
 - iii. the definition of street i.e. a public road that is usually lined with buildings (Collins Dictionary).
 - iv. Class 58, Part1 : Schedule 2 of the Planning and Development Regulations 2001(as amended), which specifically provides for an exemption for Irish Water to underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters, and, the excavation of any street or other land for that purpose;

Section 5 Application : EX 17/2024

Date : 15th March 2024.

Applicant : Ballynagran Landfill Ltd

Address : Ballynagran Landfill, Coolbeg Cross, Co. Wicklow

Exemption Whether or not :

The laying of rising main between Ballynagran landfill to Uisce Eireann connection point at Ballynerrin Upper , along the local road L1113 , crossing the N11 and R751

constitutes exempted development within the meaning of the Planning and Development Acts, 2000(as amended).

Planning History

Section 5 Declarations

EX 40/2023 Declaration

The addition of a pre-fabricated , containerised pump skid located on an existing concrete plinth, and laying of rising main between the pump skid and the property boundary to connect to sewer **is development and is NOT exempted development**

Main Reasons with respect to Section 5 Declaration:

- The provision of a pump skid and rising main would come within the definition of works and are therefore development having regard to Section 3 of the Planning and Development Act 2000(as amended).
- The current site was permitted and operates a residual landfill as permitted by reference to PL 27.1311213(PRR 01/5285).
- The usage of the lands as a landfill would not it is considered come within the definition of an industrial process as it is not incidental to the making of an article or part of an article. Neither is the use as a landfill considered incidental to the breaking up or demolition of an article, as the usage is for the deposition of non-hazardous materials and would not be an industrial process, and the operator would not come within the definition of an industrial undertaker. Therefore the development would not come within the description set out under Class 21:Part1: Schedule 2 of the Planning and Development Regulations 2001 (as amended) as it is not works by an industrial undertaker for an industrial process.
- Class 48: Part 1 : Schedule 2 of the Planning and Development Regulations 2001 (as amended) allows for the connection of a premises to a sewer, however there is no evidence that there is a sewer available at the location indicated, and therefore it is not evident the premises is being connected to a sewer.

Section 4

4.—(1) The following shall be exempted developments for the purposes of this Act—

(2) (a) The Minister may by regulations provide for any class of development to be exempted development for the purposes of this Act

(4) Notwithstanding paragraphs (a), (i), (ia) and (f) of subsection (1) and any regulations under subsection (2), development shall not be exempted development if an environmental impact assessment or an appropriate assessment of the development is required.

Planning and Development Regulations 2001(as amended).

Article 5

"business premises" means—

- (a) any structure or other land (not being an excluded premises) which is normally used for the carry out of any undertaking or any structure (not being an excluded premises) which is normally used for the provision of any service;
- (b) a hotel, hostel (other than a hostel where care is provided) or public house, or
- (c) any structure or other land used for the purposes of, or in connection with, the functions of a State authority;

"industrial process" means any process which is carried on in the course of trade or business, other than agriculture, and which is—

(a) for or incidental to the making of any article or part of an article, or for or incidental to the altering, repairing, ornamenting, finishing, cleaning, washing, packing, canning, adapting for sale, breaking up or demolition of any article, including the getting, dressing or treatment of minerals, and for the purposes of this paragraph, "article" includes—

- (i) a vehicle, aircraft, ship or vessel, or
- (ii) a sound recording, film, broadcast, cable programme, publication and computer program or other original database;

"industrial undertaker" means a person by whom an industrial process is carried on and "industrial undertaking" shall be construed accordingly

Article 6

(1) Subject to article 9, development of a class specified in column 1 of Part 1 of Schedule 2 shall be exempted development for the purposes of the Act, provided that such development complies with the conditions and limitations specified in column 2 of the said Part 1 opposite the mention of that class in the said column 1.

Article 9(i) - Note see Regulations for full Article

Development to which article 6 relates shall not be exempted development for the purposes of the Act—

(a) if the carrying out of such development would—

- (i) contravene a condition attached to a permission under the Act or be inconsistent with any use specified in a permission under the Act,

Assessment :

The declaration queries whether the laying of rising main between Ballynagran landfill to Uisce Eireann connection point at Ballynerrin Upper (3.7km) , along the local road L1113 , crossing the N11 and R751 is or is not exempted development.

The current site operates as an engineered residual landfill , and is for the acceptance of non-hazardous waste as permitted by reference to PL 27.1311213(PRR 01/5285). This proposal will connect the landfill to the mains sewer at a distance of c. 3.7km to the east at the townland of Ballynerrin Upper. To facilitate the laying of the rising main would require works including the excavation of trenches, laying of rising main within the excavated trench, filling in , and relaying of the public road finish.

As the proposal would involve works of excavation and construction, therefore the laying of rising main would be development having regard to the definition set out under Section 3(1) of the Planning and Development Act 2000(as amended).

The exemption to which the agents consider the works come within is Schedule 2 : Part 1 : Class 48 ie.

The connection of any premises to a wired broadcast relay service, sewer, watermain, gas main or electricity supply line or cable, including the breaking open of any street or other land for that purpose.

A street is defined as a public road that is usually lined with buildings (Collins Dictionary), and thus it is clearly identifiable as urban in nature. The context is clearly for connections within the urban setting, which would be logical as such services would mainly be within existing agglomerations. The current proposal extends over a distance of 3.7km, with the majority of works being located outside the development boundary of Wicklow Town as identified in the Wicklow Town-Rathnew Development Plan 2013-2019, and as such are within the rural area. The scale / extent/ type of works proposed and the location of the works required to facilitate the connection would not it is considered be of a type that would come within the description or be envisaged as part of the connection under this exemption. This consideration is further supported by the specific exemption for Irish Water (Uisce Eireann) Class 58, which specifically provides for

underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters, and, the excavation of any street or other land for that purpose;

Accordingly, given the scale of the works, the description of the exemption as set out under Class 48, and the specific exemption for Irish Water for underground piping and excavation for the provision of water services, it is considered that the laying of the Rising Main would not be exempted development.

It is considered that the scale and type of the works proposed would not come within the description set out under Class 48, and therefore the works would not be exempted development.

Seal Birmingham SEP.

15/3/2024

Issue declaration as recommended
Legal T May 282
21/03/24



Comhairle Contae Chill Mhantáin Wicklow County Council

**Forbairt Pleanála agus Comhshaol
Planning Development and Environment**

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20148
Faics / Fax: (0404) 69462
Rphost / Email: plandev@wicklowcoc
Suíomh / Website: www.wicklow.ie

5th March 2024

**Akhil Thadathil Rooby
Fingleton White
Unit 21, Beckett Way
Park West Business Park
Dublin 12
D12 C9YE**

RE: Application for Certificate of Exemption under Section 5 of the Planning and Development Acts 2000 (as amended). – EX17/2024 – Ballynagran Landfill Ltd

A Chara

I wish to acknowledge receipt on 01/03/2024 details supplied by you in respect of the above Section 5 application. A decision is due in respect of this application by 28/03/2024.

Mise, le meas

**NICOLA FLEMING
STAFF OFFICER
PLANNING ECONOMIC & RURAL DEVELOPMENT**





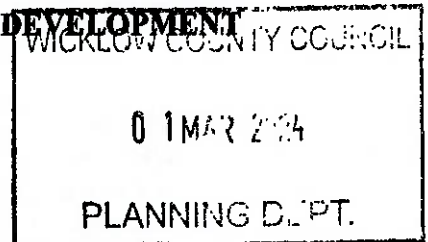
Wicklow County Council
County Buildings
Wicklow
Co Wicklow
Telephone 0404 20148
Fax 0404 69462

Office Use Only

Date Received _____

Fee Received _____

**APPLICATION FORM FOR A
DECLARATION IN ACCORDANCE WITH SECTION 5 OF THE PLANNING
& DEVELOPMENT ACTS 2000 (AS AMENDED) AS TO WHAT IS OR IS
NOT DEVELOPMENT OR IS OR IS NOT EXEMPTED DEVELOPMENT**



1. Applicant Details

- (a) Name of applicant: Ballynagran Landfill Ltd
Address of applicant: Ballynagran Landfill Ltd, Coolbeg Cross, Co. Wicklow

Note Phone number and email to be filled in on separate page.

2. Agents Details (Where Applicable)

- (b) Name of Agent (where applicable) Akhil Thadathil Rooby

Address of Agent : Fingleton White, Unit 21, Beckett Way
Park West Business Park, Dublin 12. D12 C9YE

Note Phone number and email to be filled in on separate page.

3. Declaration Details

- i. Location of Development subject of Declaration Pipeline running from
Ballynagran Landfill Ltd (52.954239, -6.103586) to Uisce Éireann
Connection point (52.954247, -6.105508). The pipeline would run along the
roads L1113, crossing M11 using the existing pipe corridor (ongoing
discussions with TII and BAM) and R751

vii. List of Plans, Drawings submitted with this Declaration Application _____
Pipeline route drawing, UE Connection Agreement

viii. Fee of € 80 Attached ? YES

Signed : David Threlkell Rocky Dated : 29/02/2024

Additional Notes :

As a guide the minimum information requirements for the most common types of referrals under Section 5 are listed below

A. Extension to dwelling - Class 1 Part 1 of Schedule 2

- Site Location Map
- Floor area of structure in question - whether proposed or existing.
- Floor area of all relevant structures e.g. previous extensions.
- Floor plans and elevations of relevant structures.
- Site Layout Plan showing distance to boundaries, rear garden area, adjoining dwellings/structures etc.

B. Land Reclamation -

The provisions of Article 8 of the Planning and Development Regulations 2001 (as amended) now applies to land reclamation, other than works to wetlands which are still governed by Schedule 2, Part 3, Class 11. Note in addition to confirmation of exemption status under the Planning and Development Act 2000(as amended) there is a certification process with respect to land reclamation works as set out under the European Communities (Environmental Impact Assessment) (Agriculture) Regulations 2011 S.I. 456 of 2011. You should therefore seek advice from the Department of Agriculture, Fisheries and Food.

Any Section 5 Declaration should include a location map delineating the location of

Michelle MacLennan
C/O Stephen Morrin
Fingleton White
Unit 21,
Beckett Way,
Park West Business Park.
D12C9YE

Uisce Éireann
Bosca - P. 148
Oifig Chláraithe /
Cathair Chaitéis
Cathair Chaitéis

Irish Water
PO Box 148
South City,
Dublin 1, D01
Cork City

www.water.ie

CONNECTION OFFER

To: Ballynagran Landfill LTD
Coolbeg Cross
Wicklow
A67KF53
(the "Customer")

Our Ref: CDS2200803901

Connection Agreement – Ballynagran Landfill Ltd, Coolbeg Cross,, Wicklow

Date: 1 September 2023

SUBJECT TO CONTRACT

Dear Applicant,

Outcome of your Connection Application - Summary

We have completed the review of your Connection Application.

Irish Water has reviewed your application for connection(s) to the Network(s). Based upon the details provided by you, Irish Water can offer you a connection(s) in accordance with the terms of this Connection Offer.

Where can you find more information?

You can find more information about the terms of your Connection Offer in this **Connection Offer letter** and enclosures. Please read this Connection Offer letter and the following enclosed documents, in particular:

- General Conditions (Appendix 2)
- Special Conditions (Appendix 3)

If you have any queries in relation to this Connection Offer, please contact our Customer Service Department at:

Telephone: 1800 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

Outcome of your Connection Application - Details

<p>Providing a connection between the:</p> <p>Wastewater Works (the "Network(s)")</p> <p>AND</p> <p>The development located at Ballynagran Landfill Ltd, Coolbeg Cross., Wicklow (the "Customer's Premises")</p>
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Following receipt of your application for a connection to the Network(s) (the "**Customer Application**"), Irish Water is pleased to offer you ("You" or the "**Customer**"), a connection between the Network(s) and the Customer's Premises, subject to and in accordance with the conditions set out in this Connection Offer (the "**Connection Offer**"), the General Conditions for a Water and/or Wastewater Connection (the "**General Conditions**", copy attached in Appendix 2) and any Special Conditions pertaining to this connection (the "**Special Conditions**", as may be attached in Appendix 3).

This Connection Offer is conditional upon payment of the Connection Charge and the return of the signed Letter of Acceptance (the form of which is included at Appendix 1 to this Connection Offer).

(Please note that capitalised terms not otherwise defined within this Connection Offer shall have the meaning given to them in the General Conditions)

1. Connection Agreement

We enclose a Letter of Acceptance for your consideration.

We would encourage You to read the entirety of this Connection Offer and the Connection Agreement. If You are satisfied with these and wish to proceed, please:

- sign the Letter of Acceptance and return it to **Irish Water, PO Box 860, South City Delivery Office, Cork City**. Alternatively, You can send back a scanned version of the signed Letter of Acceptance to newconnections@water.ie; and
- pay the Connection Charge in accordance with section 3 below.

You and Irish Water acknowledge that there shall be no intention to create any legally binding contract between You and Irish Water unless and until You have completed the above steps.

If, in the opinion of Irish Water, You have not returned the Letter of Acceptance or paid the Connection Charge, no contract shall come into force.

The Total Connection Charge is €23,344.00 ("Connection Charge"). A breakdown of the Connection Charge is set out in Appendix 4.

Payment of the Connection Charge can be made by:

- A. Cheque, made payable to "Irish Water" or
- B. Money Transfer, by EFT to the following bank account:

Allied Irish Bank, 40/41 Westmoreland Street, Dublin 2, Ireland.

Account Name	BIC	IBAN
IW AR-EFT	AIBKIE2D	IE29 AIBK 9333 8464 3085 94

Please note that You must quote the Irish Water reference number specified above in any communications and when making payment (see 'Our Reference' on the first page of this letter). The Connection Charge will only be deemed paid when funds have cleared in Irish Water's bank account.

4. Connection Works

Once the Connection Offer has been validly accepted, Irish Water or its agent shall make contact with You to schedule the Connection.

5. Distribution System, Drains and Service Connection

You are responsible for providing, maintaining and renewing the Distribution System and/or Drains and Service Connection required for the provision of Water Services (see General Condition 10).

6. Cancellation by the Customer

You may cancel the proposed Connection by writing to Irish Water at the contact address set out below within fourteen (14) Business Days of returning the Letter of Acceptance:

- noting that you wish to cancel the Connection; and
- quoting the reference number set out above (see 'Our Reference' on the first page of this letter);

No charges will be incurred by You unless the Connection or part thereof has already been carried out with your agreement. If You cancel the Connection in accordance with this paragraph, Irish Water will refund any payment which You have already made for the proposed Connection, subject to any costs that may have already been incurred by Irish water in the provision of the Connection.

7. Queries

If You have any queries in relation to the payment of the Connection Charge or otherwise, please contact Irish Water's Customer Service Department at:

Telephone: 1800 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

8. Disputes

Any dispute in respect of the terms of this Connection Offer (including in relation to the Estimate of Connection Costs) may, upon your application, be referred to the Irish Water

Appendix 1

Letter of Acceptance

Letter of Acceptance

[to be returned to Irish Water]

Irish Water
PO Box 860
South City Delivery Office
Cork City

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 30 August 2023, the General Conditions and any Special Conditions (which together constitute the Connection Agreement).

I/we further understand and acknowledge that there shall be no intention to create any legally binding contract between me/us and Irish Water unless and until I/we have completed, signed and returned this Letter of Acceptance and paid the Connection Charge.

I/we have made payment for Connection Reference CDS2200803901 via

Electronic Funds Transfer EFT ☐
Cheque ☐

Customer address: _____

Customer's signature: _____

For and on behalf of: _____

Print full name of Customer in BLOCK letters: _____

Date: _____

Connection Reference: CDS2200803901

APPENDIX 2

General Conditions

IRISH WATER

General Conditions for a Water and/or Wastewater Connection

(Version 0.2)

February 2019

"Connection Facilities" means the facilities (including the Service Connection(s)) required to be constructed and/or upgraded and installed by Irish Water in order to connect the Customer's Pipe Work to the Network(s);

"Connection Point(s)" means a location or locations to be determined by Irish Water (which may be outside the boundary to the curtilage of the Customer's Premises) at which the Customer's Pipe Work is to be connected to the Waterworks (where, as specified in the Connection Offer, the Customer requires connection to the Waterworks) or the Wastewater Works (where, as specified in the Connection Offer, the Customer requires connection to the Wastewater Works) (via the Service Connection(s)). Connection Points may differ for both the Waterworks and Wastewater Works;

"Connection Works" means the permanent and temporary works and services to be performed by or on behalf of Irish Water in the acquisition, design, procurement, construction and installation of the Connection Facilities and the obtaining of permits and the tie-in and commissioning of a Connection Point(s) in accordance with the requirements of this Connection Agreement;

"Construction Regulations" means the Safety Health and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations 2007 to 2016 as amended, the Safety Health and Welfare at Work (Construction) Regulations 2013 as amended and any guidance requirements issued from time to time from the Health and Safety Authority;

"Customer" means the person or entity to whom the Connection Offer is addressed and who has entered into the Connection Agreement with Irish Water;

"Customer's Pipe Work" means the pipe, relating fittings and associated accessories to be laid by the Customer within the boundary of the Customer's Premises in accordance with Relevant Standards and Applicable Laws, , and the Distribution System (if connecting to the Waterworks) and the Drain (if connecting to the Wastewater Works), to be used to connect the Customer's Premises at a Connection Point;

"Customer's Premises" means the premises identified as such in the Connection Offer, including any part of any public or private building, vessel, vehicle, structure or land (whether or not there are structures on the land and whether or not the land is covered with water), and any plant or related accessories on or under such land, or any hereditament of tenure, together with any out-buildings and curtilage and which is:

- receiving Water Services; or
- specified in an application for Water Services completed by the Customer; or
- a premises deemed to be a premises by Irish Water; or
- such other premises as may be notified by the Customer to Irish Water and

- war declared or undeclared, blockade, protest, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- sabotage or acts of vandalism, criminal damage or the threat of such acts;
- extreme weather or environmental conditions including drought, extreme storms, lightning, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
- any change of legislation, governmental order, restraint or directive having the effect of preventing or delaying the performance of any obligation hereunder;
- a strike or any other form of industrial actions by persons employed by the affected Party or by any local authority or by any contractor, subcontractor or agent of the affected Party;
- any strike which is part of a labour dispute of a national character occurring in Ireland or elsewhere;
- the act or omission of any contractor, subcontractor or supplier of either Party but only if due to an event which, but for the contractor, subcontractor or supplier not being a Party to the Connection Agreement, would have been Force Majeure;
- an outbreak of foot and mouth or any other restrictions put in place as part of a strategy to contain a communicable disease in Ireland; and
- the collapse of the euro currency;

provided that the following shall not constitute Force Majeure:

- lack of funds and/or the inability of a Party to pay; and
- mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified above;

"Irish Water" means Irish Water (Uisce Éireann) a designated activity company incorporated in Ireland (company registration number 530363) and having its registered office at 24-26 Talbot Street, Dublin 1;

"Legal Requirement" means any Applicable Law, legislation or directive, regulation,

"Sewage" and **"Sewage Effluent"** have the meanings assigned to them by the Local Government (Water Pollution) Acts 1977 to 2007;

"Sewers" means sewers of every description, excluding Storm Water Sewers, owned by, vested in or controlled by Irish Water, but does not include a Drain or Service Connection;

"Special Conditions" means any special conditions attached to the Connection Offer or as may be agreed from time to time;

"Storm Water" means run-off rainwater that enters any pipe;

"Storm Water Sewer" means any pipe or other conduit (a) used solely for the conveyance of Storm Water; or (b) designed or intended to be used for the conveyance of Storm Water (whether or not it is connected to a sewer by a 'storm water overflow' within the meaning of the Waste Water Discharge (Authorisation) Regulations 2007;

"Wastewater" means Sewage or other Sewage Effluent discharged, or to be discharged, to a Drain, Service Connection or Sewer but does not include Storm Water;

"Wastewater Works" means Sewers and their accessories, and all other associated physical elements used for collection, storage, measurement or treatment of Wastewater, and any related lands, which are owned by, vested in, controlled or used by Irish Water;

"Water Main" means water supply pipes owned by, vested in or controlled by Irish Water but does not include pipes, fittings and appliances to which the terms "Service Connection" or "Distribution System" apply;

"Water Services" means all services, including the provision of water intended for human consumption, which provide storage, measurement, treatment or distribution of surface water, ground water, and/or Wastewater collection, storage, measurement, treatment or disposal;

"Water Services Acts" means the Water Services Acts 2007 to 2017;

"Waterworks" means water sources, Water Mains and their accessories, and all other associated physical elements used for the abstraction, treatment, storage, measurement or distribution of water, and any related land, which are owned by, vested in, controlled or used by Irish Water;

"Water Supply Maintenance Point" means the point at which a Service Connection for water supply enters the boundary to the curtilage of the Customer's Premises.

2. **Interpretation:** Unless the context otherwise requires, any reference in this Connection Agreement to:

5. **Regulated Entity:** Irish Water operates within a regulatory framework governed by the Regulators.
6. **New Connection:** Irish Water shall charge and the Customer has agreed to pay in full the Connection Charge notified to the Customer in the Connection Offer. Following payment by the Customer, Irish Water shall perform or procure a third party to perform its obligations under the Connection Agreement and the Customer shall perform its obligations under the Connection Agreement.
7. **Sub-contractors/Agents:** The Customer acknowledges that Irish Water may sub-contract or engage an agent to perform certain of the obligations of Irish Water pursuant to the Connection Agreement, in which case, Irish Water shall not be relieved of any obligation or liability with respect to its rights or obligations under the Connection Agreement. The Customer shall have no recourse to any such third party; the Customer's sole recourse shall be to Irish Water in accordance with the Connection Agreement.
8. **Rights and obligations under law.** Nothing in this Connection Agreement shall affect or prejudice any rights, duties or obligations of the Parties under Applicable Laws.
9. **Principal Obligations:**
 - 9.1 Subject to the terms of this Connection Agreement, Irish Water will carry out (or procure the carrying out) of Connection Works to facilitate the connection of the Customer's Premises to the Waterworks and/or Wastewater Works as specified in the Connection Offer).
 - 9.2 The Customer will:
 - 9.2.1 carry out its obligations pursuant to Clause 10 to facilitate the connection of the Customer's Premises to the Waterworks and/or Wastewater Works (as the case may be and as specified in the Connection Offer);
 - 9.2.2 comply with all Relevant Standards and Applicable Laws and obtain all necessary easements, licences, permits or authorisations that may be required in connection with the performance of its obligations and its receipt of the Water Services pursuant to this Connection Agreement.
10. **Customer's Connection Obligations:**
 - 10.1 The Customer shall:
 - 10.1.1 make payment to Irish Water of the Connection Charge set out in the Connection Offer;
 - 10.1.2 in a timely manner, provide, install, test and commission within the boundary to the curtilage of the Customer's Premises all Customer Pipework necessary to connect the Customer's Premises, Distribution System (if connection is to Waterworks) and Drain(s) (if connection is to Wastewater

adequately briefed as to the presence of any specific hazards, the precautions that must be taken and what to do in the event of an accident or emergency;

10.1.6 co-operate with and assist Irish Water, and all parties acting on its behalf;

10.1.7 not unreasonably interfere with or restrict the carrying out of Irish Water's obligations in accordance with this Connection Agreement;

10.1.8 not do or cause or permit to be done anything which causes, or could reasonably be expected to cause, damage or destruction to any part of the Connection Works or in any way interferes with its operation or materially interferes with Irish Water's (and all parties' acting on its behalf) access to same;

10.1.9 be solely responsible at all times for maintaining and keeping excavations and reinstatements on its property in a safe and secure condition and will indemnify and keep indemnified Irish Water, its servants, agents and contractors against all claims, demands, proceedings, damages and expenses whatsoever in respect thereof;

10.1.10 where there is to be a connection to the Waterworks, accept liability for the care, maintenance, renewal and repair of the Customer Pipework and the plumbing fixtures and fittings and associated pipework of the Distribution System up to the Connection Point where the Service Connection connects with the Distribution System, to ensure that such infrastructure complies at all times with Applicable Law including but not limited to European Union (Drinking Water) Regulations 2014 and any regulations that may be made under Section 54 of the Water Services Act 2007 or any bye-laws made by Irish Water. Irish Water shall accept no responsibility for the maintenance, renewal, adequacy, safety or other characteristics of such infrastructure, save that, in terms of water supply, Irish Water shall maintain and repair that part of the Service Connection extending from the Waterworks up to the Water Supply Maintenance Point;

10.1.11 where there is to be a connection to the Wastewater Works, accept liability for the care, maintenance, renewal and repair of the Customer Pipe Work and the plumbing fixtures and fittings and associated pipework of any Drains up to the Connection Point with the Service Connection to which those Drains are connected. Irish Water shall accept no responsibility for the maintenance, renewal, adequacy, safety or other characteristics of such infrastructure. Any Drain or Drains located within the boundary to the curtilage of the Customer's Premises and/or any system of Drains that drains more than one premises within the boundary to the curtilage of those Customer's Premises shall be the sole responsibility of the Customer; and

10.1.12 agree the timing of any works to be carried out by the Customer with Irish Water.

11. Use of Water:

11.1 Where in the opinion of Irish Water, waste or deliberate misuse of water occurs on the Customer's Premises, Irish Water may restrict or reduce the pressure of the Water Services temporarily until satisfied that the waste or misuse has been rectified.

11.2 The Customer may in times of water scarcity be required to limit the use of Water for essential purposes only as prescribed by Irish Water.

11.3 With the exception of customers covered under the Irish Water Domestic Customer Vulnerable Code of Practice, the Customer shall be responsible for installing and maintaining sufficient storage to provide a reserve water supply if that is necessary for any special needs which the Customer has for a specific rate of flow or pressure or if, taking account of any interruption to the Water Services which might occur due to works, a burst or any other reason, a prudent customer acting reasonably in order to protect its business needs would provide such storage.

11.4 The Customer shall ensure so far as practicable that all water is drawn at a reasonably regular rate of flow and pressure and shall use its storage facility to reduce peak demands being made upon the Waterworks by the Customer.

11.5 The provisions of this Clause 11 shall survive the termination or expiry of this Connection Agreement.

12. Time for Completion/Delays: Irish Water shall use commercially reasonable endeavours to ensure that the Connection Works are completed in a timely manner but Irish Water shall not be liable for any loss or damage suffered by the Customer in respect of delays resulting from any cause whatsoever.

13. Third Party Losses: The Customer shall indemnify Irish Water and its servants, agents and contractors, and hold Irish Water and its servants, agents and contractors harmless at all times from any and all losses of any third party incurred, suffered or sustained pursuant to this Connection Agreement, but only to the extent any such loss was not caused by Irish Water's breach of this Connection Agreement or the negligence of Irish Water in undertaking its obligations under this Connection Agreement.

14. Liability:

14.1 **Immunity:** Nothing in this Connection Agreement shall affect any immunity that Irish Water benefits from Applicable Law.

14.2 **Death or Personal Injury:** Subject to Clause 14.1 above, nothing in this Connection Agreement will exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or any other loss that cannot be excluded or limited under Applicable Law.

14.3 **Reasonable and Prudent Operator:** Subject to Clause 14.2, where the obligations of

reasonably) that either:

- A. the Connection Works are not feasible or practicable or safe to complete; or
- B. the acquisition of all rights for the laying of the Customer Pipe Work and/or the Connection Works are not possible or commercially practicable; or
- C. the Connection Works would involve the expenditure by Irish Water of monies in excess of that provided for by way of the Connection Charge,

then the Connection Agreement may be terminated by Irish Water by way of written notice to the Customer. In the event that Irish Water exercises its right to terminate the Connection Agreement on the basis of the foregoing then Irish Water shall return any Connection Charge paid by the Customer, less (if deemed appropriate by Irish Water) any outstanding costs and expenses incurred by Irish Water as at the date of termination. This provision is additional to and does not replace any other provisions relating to termination.

18.3 Irish Water shall be entitled to terminate this Connection Agreement by written notice to the Customer if the Customer sells the Customer Premises to a third party.

18.4 The Customer shall be entitled to terminate this Connection Agreement upon written notice to Irish Water within 14 days of the date of this Connection Agreement.

18.5 Either Party shall be entitled to terminate this Connection Agreement upon written notice to the other Party where:

18.5.1 there is in any material breach by the other Party of its obligations under this Connection Agreement and the breach cannot be remedied or if it is capable of being remedied, it has not been remedied by such Party within 28 days of the issue of a notice to it by the other Party identifying the breach and requiring it to be remedied; and

18.5.2 an event of Force Majeure persists for a period of 180 days or more, provided at least 14 days' notice of termination has been given in writing.

18.6 In the event that either Party exercises its right to terminate under this Clause before the Connection Works commence, Irish Water shall return any Connection Charge paid by the Customer, less any outstanding costs and expenses incurred by Irish Water as at the date of termination, including, but not limited to, costs of construction, and any legal or financing costs.

18.7 Termination of this Connection Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party under this Connection Agreement.

18.8 Without prejudice to Clause 18.7, in particular, the following clauses:

Clause 4 (Order of Precedence);

Clauses 10.1.1, 10.1.9, 10.1.10, 10.1.11, 10.2, 10.3, 10.5, 10.6, 10.7 and 10.8;

Clause 11 (Use of Water);

Clause 13 (Third Party Losses);

Clause 14 (Liability);

20. Insurance:

20.1 The following insurance obligations will apply in the alternative depending on whether the Customer's Premises is a:

20.1.1 single domestic unit (see Clause 20.2 below); or

20.1.2 a small non-domestic development (where the connection to the Customer's Premises is proposed to be a 25mm water supply Service Connection and/or a 100mm Wastewater Service Connection)(see Clause 20.2 below); or

20.1.3 a development other than a single domestic unit or a small non-domestic unit (see Clause 20.3 below).

20.2 Where this Connection Agreement relates to a single domestic unit or a small non-domestic development, the Customer shall ensure that any Contractor engaged by them in relation to the Customer's Pipe Work has appropriate and adequate insurance cover in place throughout the duration of the works in relation to the matters referred to in Clause 10.

20.3 Where this Connection Agreement relates to developments other than a single domestic unit or a small non-domestic development, the Customer shall ensure that any Contractor engaged by them in relation to the Customer's Pipe Work has appropriate and adequate insurance cover in place throughout the duration of the works in relation to the matters referred to in Clauses 10. In particular, the Customer shall, within five days following a written request from Irish Water, furnish Irish Water with evidence that the insurances referred to below are being maintained by the Contractor:

20.3.1 **Employers Liability** insurance cover with a minimum indemnity limit of €13 million any one accident/occurrence unlimited in the period of insurance;

20.3.2 **Public/Products/Pollution Liability** insurance cover with a minimum indemnity limit of €6.5 million any one accident/occurrence unlimited in the period of insurance under the Public Liability and in the aggregate in respect of Products & Pollution Liability;

20.3.3 **Contractors "All Risks"** insurance for the full reinstatement value of the proposed works in respect of any one claim; and

20.3.4 **Motor** insurance cover with a minimum third party property damage limit of €6.5m for all vehicles owned, leased, rented or run (to include tool of trade use) by the Contractor in connection with the services to be provided by it.

The Insurance policies detailed in this Clause 20.3 with the exception of Motor must include a specific indemnity to Irish Water.

21. Data Protection:

21.1 It is necessary for Irish Water to collect and use personal data relating to the Customer in respect of this Connection Agreement, such as your name, address, contact details and financial information (depending on payment method). This data will be used to enable Irish Water to carry out its obligations under this Connection Agreement and manage its relationship with the Customer, such as arranging payments, visits to the Customer's Premises and scheduling construction activities. Irish Water may keep the Customer's data for a reasonable period after the Customer ceases to be supplied with

21.10 Irish Water reserves the right to change and/or update its Privacy Notice at any time in Irish Water's sole discretion. If Irish Water makes changes, Irish Water will publish same on www.water.ie.

- 22. Safety, Health and Welfare at Work (Construction) Regulations 2013:** It is acknowledged and agreed that the works carried out for, or on behalf of, the Customer in relation to the Customer's Pipe Work are entirely separate and distinct to the Connection Works carried out for and on behalf of Irish Water. The Customer shall ensure full compliance with all applicable health and safety legislation including, if necessary and applicable, the Safety, Health and Welfare at Work (Construction) Regulations 2013 in respect of the works to the Customer's Pipe Work. The Customer acknowledges that, as client, it may have certain obligations under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in relation to the works to the Customer's Pipe Work and, as such, will ensure full compliance with those obligations. Irish Water shall ensure full compliance with all applicable health and safety legislation including, if necessary and applicable, the Safety, Health and Welfare at Work (Construction) Regulations 2013 in respect of the Connection Works. Irish Water acknowledges that, as client, it may have certain obligations under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in relation to the Connection Work and, as such, will ensure full compliance with those obligations.
- 23. No Waiver:** No forbearance, indulgence or relaxation on the part of a Party shown or granted to the other Party shall in any way affect, diminish, restrict or prejudice the rights or powers of Irish Water or operate as or be deemed to be a waiver of any breach of conditions. None of the provisions of this Connection Agreement shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of any past or future default or breach nor shall such waiver constitute a modification of any term provision condition or covenant of the contract unless expressly so provided in such waiver.
- 24. Severability:** All of the provisions contained in this Connection Agreement are distinct and severable, and if any provision is held or declared to be unenforceable, illegal or void in the whole or in part by any court, regulatory authority or other Competent Authority it will, to that extent only, be deemed not to form part of this Connection Agreement and the enforceability, legality and validity of the remainder of these terms and conditions will not in any event be affected.
- 25. Force Majeure:** If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out its obligations under this Connection Agreement, then upon notice in writing of such Force Majeure from the Party affected to the other Party, as soon as possible after the occurrence of the cause relied on, the Party affected shall be released from its obligations (other than the obligations to pay money) and suspended from the exercise of its rights under the Connection Agreement to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist PROVIDED THAT the Party affected shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such occurrence.
- 26. Entire Agreement:**
- 26.1** This Connection Agreement shall be the entire agreement between the Parties with respect to the subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and

this Clause 30.2, then either Party may (but for the avoidance of doubt not be obliged to do so) commence court proceedings for the determination of the Dispute in question.

- 30.3 Performance to Continue During Dispute:** Insofar as practicable, the Parties shall continue to implement the terms of this Connection Agreement notwithstanding the initiation of mediation or Court proceedings and any pending Dispute. No payment due to or payable by Irish Water or the Customer shall be withheld on account of a pending reference to the dispute resolution mechanism except to the extent that such payment is the subject of such dispute. However, Irish Water shall not be obliged to carry out the Connection Works unless it is in receipt of the Connection Costs.
- 30.4 Survival:** The provisions of Clause 30.2 and 30.3 shall continue after the termination of this Connection Agreement where notice of the existence of the Dispute was given under Clause 30.1 prior to termination. Nothing in this Connection Agreement is intended to prejudice the referral of a dispute to the Commission for Regulation of Utilities for determination in accordance with Irish Water's Customer Handbook.

31. New Industry Structure

- 31.1** If, after execution of this Connection Agreement, there shall be enacted and brought into force any Legal Requirement for:
- 31.1.1** the further reorganisation of the water industry in Ireland or any material part of it;
- 31.1.2** the further facilitation of the introduction of third party interests into the affairs of the water industry in Ireland or any part of it; or
- 31.1.3** the amendment or variation of any policy of Irish Water or the manner in which the Network(s) and any agreements or protocols related thereto are organised;

which necessitates a variation to this Connection Agreement, the Parties shall effect such changes as are reasonably necessary so as to ensure that the operations contemplated by this Connection Agreement shall be conducted in a manner which is consistent with the effect of the new Legal Requirement and most closely reflects the intentions of the same with effect from the date thereof provided that any such amendment will be of no greater extent than is required by reason of the same.

- 31.2** If any variation proposed under Clause 31.1 has not been agreed by the Parties within three (3) months of it being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the Commission for Regulation of Utilities for determination and the Parties agree to abide by and to give effect to the Commission's determination, if necessary by entering into an agreement supplemental to this Connection Agreement.

- i. submit all designs and control processes necessitated by the Customer's Pipe Work and the [likely] impact of discharges on the Irish Water Network to Irish Water for review and approval;
- ii. agree all relevant access requirements to Irish Water's existing Wastewater Network, Wastewater Treatment Plant (the "WWTP"), and associated pumping stations;
- iii. submit construction methodologies, RAMs, etc. to Irish Water for approval;

f) the Customer's Pipe Work shall include:

- i. actuated valves on the rising mains to shut the rising mains automatically if the water level at Bachelor's Walk Storm Water Overflow (SWO) rises above a predetermined high level in advance of an overflow occurring. A facility shall be provided in the control panel in the Customers Pumping Station to allow manual operation by Uisce Eireann personnel of the valve in case of an emergency. The final location of actuated valves shall be determined at detailed design stage with consideration given to locating them at the rising main discharge point;
- ii. a pressure switch shall be provided in the Customer's Pipe Work at [the point shown X on Drawing No. []] to inhibit pump operation if the pressure exceeds a pre-set setpoint;
- iii. flowmeters on the new rising mains to relay readings to the Irish Water Scada system at the Wicklow WWTP. The Customer shall be responsible for all required works at their site and at the WWTP;
- iv. adequate storage within the Customer's private pumping station to retain flows during periods when the actuated valves on the Customer's rising mains are closed and when forward pumping is not permitted;
- v. the level sensors and associated equipment installed as part of the existing Wastewater Network shall be connected to mains power;

g) Modification of Existing Wastewater Network

- i. the Customer shall design, install and commission a level sensor in the stormwater overflow chamber at Bachelor's Walk SWO (SCH0000469). The level sensor shall be required to be connected to the Customer's private pumping station via radio link. When the level in the Wastewater Network reaches a pre-determined set point (before overflow occurs), a signal should be sent to the Customer's private pumping station to turn off the pumps. A further signal will then be sent to the Customer's private pumping station to recommence pumping when the level at the stormwater overflow drops.
- ii. **Murrough Pump Station Pump Failure**
The Customer shall design, install and commission a telemetry link between the Murrough pump station and Customer's private pumping station that will send a signal to the Customer's private pumping station to stop pumping in the event of a failure of the Murrough pumps. A further signal will then be sent to the Customer's private pumping station to recommence pumping when Murrough pump station returns to normal operation.

h) Post-Construction Hand-Over

8	No storm runoff shall drain to the public foul sewer
9	
10	



1111

4) $\frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |\nabla u|^2 dx = \int_{\mathbb{R}^n} u \Delta u dx = - \int_{\mathbb{R}^n} |\nabla u|^2 dx$

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DRAFT

A blank sheet of graph paper with a grid pattern. The grid consists of horizontal and vertical lines forming small squares. There are approximately 10 columns and 15 rows visible. The paper has a slightly aged or off-white color.

AGB HOLDINGS
BALLYNAGRAN LANDFILL LTD
COOLING CROSS, Co. WICKLOU
AGB110

Fingleton
White

BALLYNAGRAN
PIPE ROUTE

1371-DG-003 0
sheet 1 of 1