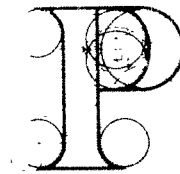


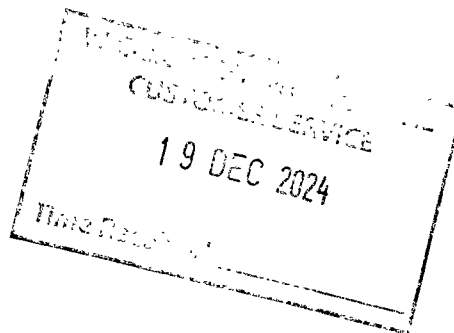
**Our Case Number:** ABP-319561-24

**Planning Authority Reference Number:** EX17/2024



**An  
Bord  
Pleanála**

Wicklow County Council  
Planning Department  
County Buildings  
Whitegates  
Wicklow Town  
Co. Wicklow  
A67 FW96



**Date:** 18 December 2024

**Re:** 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 development or is or is not exempted development  
Ballynagran to Ballynerrin Upper, Co. Wicklow

Dear Sir / Madam,

I have been asked by the Board to refer to the above-mentioned case and in particular, to the Board's notice to you under section 126 of the Planning and Development Act 2000, in which it was indicated that the Board intended to determine this case before 23/12/24.

I regret to inform you that it has not been possible to meet that revised timeline as a consequence of the volume of current backlogged cases on hand.

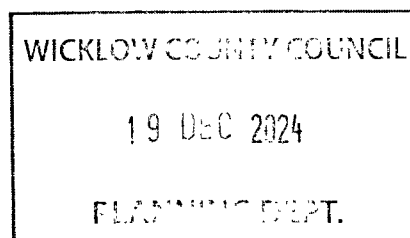
This case will be determined as soon as practicable.

An Bord Pleanála apologises for the continued delay in determining this case.

Yours faithfully,

*po. Dan Wigglesworth*  
Karen Byrne  
Executive Officer  
Direct Line: 01-8737264

BP91A



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Glao Áitiúil  
Facs  
Láithreán Gréasáin  
Ríomhphost**

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LoCall  
Facs  
Website  
Email**

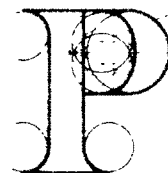
(01) 858 8100  
1800 275 175  
(01) 872 2684  
www.pleanala.ie  
bord@pleanala.ie

64 Sráid Maorlhríde  
Baile Átha Cliath 1  
D01 V902

64 Marlborough Street  
Dublin 1  
D01 V902

**Our Case Number:** ABP-319561-24

**Planning Authority Reference Number:** EX17/2024



An  
Bord  
Pleanála

Wicklow County Council  
Planning Department  
County Buildings  
Whitegates  
Wicklow Town  
Co. Wicklow  
A67 FW96

WICKLOW COUNTY COUNCIL  
CUSTOMER SERVICE

20 AUG 2024

**Date:** 19 August 2024

**Re:** 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 development or is or is not exempted development  
Ballynagran to Ballynerrin Upper, Co. Wicklow

Dear Sir / Madam,

I have been asked by An Bord Pleanála to refer to the above mentioned referral.

In accordance with section 126(2)(a) of the Planning and Development Act, 2000, (as amended), it is a statutory objective of the Board to ensure that every referral received is determined within 18 weeks beginning on the date of receipt of the referral. Where it appears to the Board that it would not be possible or appropriate to determine a referral within this period, a notice must be sent to the parties to the referral in accordance with section 126(3)(a) of the 2000 Act, (as amended).

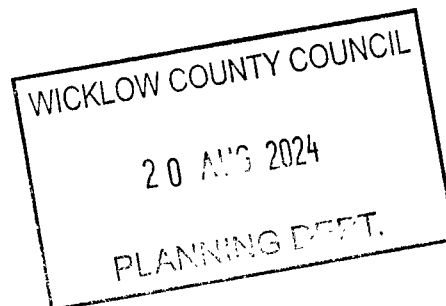
The Board hereby serves notice under section 126(3)(a) that it will not be possible to determine the case within the statutory objective period due to current backlog of cases.

The Board now intends to determine the above referral before 23rd December 2024. The Board will take all such steps as are open to it to ensure that the referral is determined before that date.

Yours faithfully,

Karen Byrne  
Executive Officer  
Direct Line: 01-8737136

BPRL90 Registered Post



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64 Marlborough Street  
Dublin 1  
D01 V902



COMHAIRLE CONTAE CHILL MhANTÁIN  
Wicklow County Council

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

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Rphost / Email: [plandev@wicklowcoco](mailto:plandev@wicklowcoco)  
Suíomh / Website: [www.wicklow.ie](http://www.wicklow.ie)

An Bord Pleanála  
64 Marlborough Street  
Dublin 1  
D01 V902

24/04/2024

Planning Register Reference: **EX17/2024**

Re: APPEAL | **ABP-319561-24** | 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 development or is or is not exempted development.

A Chara,

As requested in your Letter dated the 12<sup>th</sup> June 2024 enclosed here with is the following:-

**Copy of Covering Letter and Copy of Covering letter that accompanied the declaration in respect of EX17/2024, History for file EX40/2024, 20/21, 12/6581 and 08/1209.**

Mise, le meas,

Gerard O'Brien  
Clerical Officer



*Ta an doicimead seo ar fáil i bhformáid eile ar iarratas  
This document is available in alternative formats on request*

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

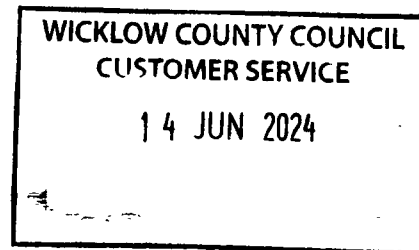


**Our Case Number:** ABP-319561-24

**Planning Authority Reference Number:** EX17/2024



Wicklow County Council  
Planning Department  
County Buildings  
Whitegates  
Wicklow Town  
Co. Wicklow  
A67 FW96



**Date:** 12 June 2024

**Re:** 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 development or is or is not exempted development Ballynagran to Ballynerrin Upper, Co. Wicklow

Dear Sir / Madam,

An Bord Pleanála has asked me to refer to the documents already received from you in relation to the above-mentioned appeal.

To enable consideration of the appeal to proceed, the following further documentation relevant to the application and to your decision is required:-

**1) A copy of the covering letter that accompanied the declaration.**

**(2) details of EX 40/2023, 20/21, 12/6581,08/1209.**

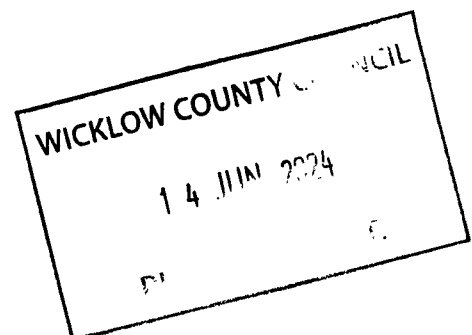
Would you be good enough to have these documents forwarded by return of post please.

In relation to "history" documents relating to a grant of permission, please include details of the final grant.

Yours faithfully,

Catherine Flynn  
Administrative Assistant  
Direct Line: 01-8737143

BP10



<b>Teil</b>	<b>Tel</b>	(01) 858 8100
<b>Glaó Áitiúil</b>	<b>LoCall</b>	1800 275 175
<b>Facs</b>	<b>Fax</b>	(01) 872 2684
<b>Láithreán Gréasáin</b>	<b>Website</b>	www.pleanala.ie
<b>Ríomhphost</b>	<b>Email</b>	bord@pleanala.ie

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D01 V902	D01 V902



# Comhairle Contae Chill Mhantáin Wicklow County Council

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

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Rphost / Email: [plandev@wicklowcoco.i](mailto:plandev@wicklowcoco.i)  
Suíomh / Website: [www.wicklow.ie](http://www.wicklow.ie)

Damine Holmes  
Ballynagran Landfill  
Coolbeg Cross  
Co. Wicklow

21<sup>st</sup> 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 doiciméad seo ar fáil i bhformáidí eile ar iarratas.  
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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Suíomh / Website: [www.wicklow.ie](http://www.wicklow.ie)

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

21<sup>st</sup> 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





# Comhairle Contae Chill Mhantáin Wicklow County Council

Pleanáil, Forbairt Eacnamaíochta agus Tuaithe  
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## 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.*

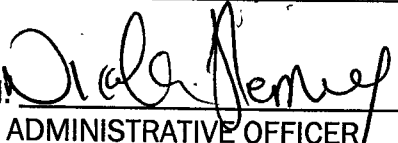
Tá an doiciméad seo ar fáil i bhformáid eile ar iarratas  
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Ba chóir gach comhfhreagras a sheoladh chuig an Stiúrthóir Seirbhíse, Pleanáil, Forbairt Eacnamaíochta agus Tuaithe.  
All correspondence should be addressed to the Director of Services, Planning, Economic and Rural 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.

The Planning Authority considers that "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 development and is not exempted development.

Signed:   
ADMINISTRATIVE OFFICER  
PLANNING ECONOMIC & RURAL DEVELOPMENT

Dated 21<sup>st</sup> March 2024



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;*

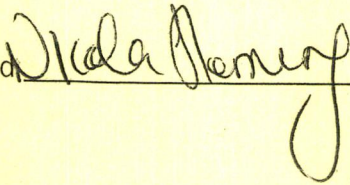
- v. The description under Class 48 : Part1 : Schedule 2 of the Planning and Development Regulations 2001(as amended), i.e. *The connection of any premises to a wired broadcast relay service, sewer, watermain, gas main or electricity supply line or cable, including the breaking open of any street or other land for that purpose.*

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.

**Recommendation:**

The Planning Authority considers that "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 development and is not exempted development as recommended in the report by the SEP.

Signed: \_\_\_\_\_



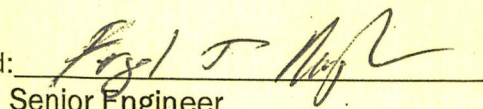
Dated 20<sup>th</sup> day of March 2024

**ORDER:**

**I HEREBY DECLARE:**

That "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 development and is not exempted development within the meaning of the Planning & Development Act 2000 (as amended).

Signed: \_\_\_\_\_



Senior Engineer  
Planning, Economic & Rural Development

Dated 21<sup>st</sup> day of March 2024

## Section 5 Application : EX 17/2024

Date : 15<sup>th</sup> 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.

## Planning Applications

PRR 20/21 Permission granted to extend appropriate period of PL 27.1311213( PRR 01/5285) for a period of 5 years.

PRR 12/6581 Permission for increasing the infrastructure at the existing landfill gas utilisation plant.

PRR 08/1209 Permission granted for

(1) construction of new security kiosk (approx 9 sqm) 92) remove the regional restriction on the origin of the waste accepted at the facility by modification condition number 3(1) of Permission Reg Ref No 01/5285 so that the facility can accept waste from other waste regions. Access is at the existing permitted access at Coolbeg Road (L1113). The proposed development relates to an activity covered by Waste Licence Ref No W165-01 issued by the Environmental Protection Agency. The proposed development will not require a review of the Waste Licence.

PL 27.1311213( PRR 01/5285)

Permission granted for an engineered residual landfill (area 31 hectares, height 18 metres) to accept 180,000 tonnes per annum of non-hazardous waste for 15 years at a 128 hectare site in the townlands of Ballynagran, Coolbeg and Kilcandra, County Wicklow.

## Relevant Legislation

*Planning and Development Act 2000 (as amended)*

Section 2 of the Planning and Development Act 2000:

“works” includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure.

Section 3 :

3.—(1) In this Act, “development” means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land.

(2) For the purposes of *subsection (1)* and without prejudice to the generality of that subsection—

(a) where any structure or other land or any tree or other object on land becomes used for the exhibition of advertisements, or

## 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 (l) 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

undertaking or any structure (not being an excluded premises) which is normally used for the provis

(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(1) - 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,

- (viiB) comprise development in relation to which a planning authority or An Bord Pleanála is the competent authority in relation to appropriate assessment and the development would require an appropriate assessment
- (viiC) consist of or comprise development which would be likely to have an adverse impact on an area designated as a natural heritage area by order made under section 18 of the Wildlife (Amendment) Act 2000.

*Schedule 2, Part 1*

*Class 48*

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.

*Class 58*

Development by Irish Water for the purpose of provision of water services, consisting of one or more of the following :

(b) the installation of either or both—

- (i) underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters, and,
- (ii) above ground kiosks, meters and other apparatus and overhead wires,

including the excavation of any street or other land for that purpose;

**Limitation**

The volume above ground level of any such kiosk, meter or other apparatus shall not exceed 13 cubic metres in rural areas (being areas as defined in Article 6(3)) or 2 cubic metres in other areas, measured externally.

**Submission :**

Pipeline to be provided running from Ballynagran Landfill Ltd to Uisce Eireann connection point . The pipe line would run along roads L1113, crossing M11 using the existing pipe corridor and R751.

**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.

### **Recommendation :**

With respect to the query under Section 5 of the Planning and Development Act 2000, as to 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 Planning Authority considers that:**

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 development and is NOT exempted development**

### **Main Considerations with respect to Section 5 Declaration:**

- 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 *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.*



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 2 82  
21/03/24

# MEMORANDUM

## WICKLOW COUNTY COUNCIL

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**TO: Edel Bermingham  
Senior Executive Planner**

**FROM: Nicola Fleming  
Staff Officer**

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

I enclose herewith application for Section 5 Declaration received 1<sup>st</sup> March 2024.

The due date on this declaration is 28<sup>th</sup> March 2024.



---

**Staff Officer  
Planning Economic & Rural Development**





**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@wicklowcoco](mailto:plandev@wicklowcoco)  
Suíomh / Website: [www.wicklow.ie](http://www.wicklow.ie)

5<sup>th</sup> 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  
0404-20100

01/03/2024 15 04 34

Receipt No L1/0/326116

BALLYNAGRAN LANDFILL LTD  
COOLBEG CROSS  
CO WICKLOW

EXEMPTION CERTIFICATES	80 00
GOODS	80 00
VAT Exempt/Non-vatable	

Total 80 00 EUR

Tendered  
Cash 80 00

Change 0 00

Issued By Cashier5MW  
From Customer Service Hub  
Vat reg No 0015233H



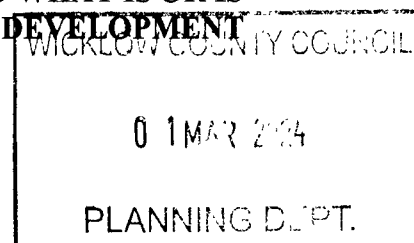
Wicklow County Council  
County Buildings  
Wicklow  
Co Wicklow  
Telephone 0404 20148  
Fax 0404 69462

**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

---

ii. Are you the owner and/or occupier of these lands at the location under i. above ? Yes/ No.

iii. If 'No' to ii above, please supply the Name and Address of the Owner, and or occupier Damien Holmes, Ballynagran Landfill, Coolbeg Cross, Co. Wicklow

iv. Section 5 of the Planning and Development Act provides that : If any question arises as to what, in any particular case, is or is not development and is or is not exempted development, within the meaning of this act, any person may, an payment of the prescribed fee, request in writing from the relevant planning authority a declaration on that question. You should therefore set out the query for which you seek the Section 5 Declaration We would like to seek confirmation that laying a rising main between Ballynagran Landfill and the Uisce Éireann (UE) Connection point is exempt under Class 48 of the Planning and Development Regulations as it is "the connection of a premises to a sewer". We have signed a connection agreement with UE for the proposed pipeline connection to the UE connection point at (52.954247, -6.105508). The connection offer number is CDS2200803901

*Additional details may be submitted by way of separate submission.*

v. Indication of the Sections of the Planning and Development Act or Planning Regulations you consider relevant to the Declaration \_\_\_\_\_  
Class 48 of the Schedule 2 Exempted Development - General

*Additional details may be submitted by way of separate submission.*

vi. Does the Declaration relate to a Protected Structure or is it within the curtilage of a Protected Structure ( or proposed protected structure) ? No

vii. List of Plans, Drawings submitted with this Declaration Application \_\_\_\_\_  
Pipeline route drawing, UÉ Connection Agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

viii. Fee of € 80 Attached ? YES

Signed : Amal Thiruchellur Kirby 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

and exact area of lands to be reclaimed, and an indication of the character of the land.

C. Farm Structures - Class 6 -Class 10 Part 3 of Schedule 2.

- Site layout plan showing location of structure and any adjoining farm structures and any dwellings within 100m of the farm structure.
- Gross floor area of the farm structure
- Floor plan and elevational details of Farm Structure and Full details of the gross floor area of the proposed structure.
- Details of gross floor area of structures of similar type within the same farmyard complex or within 100metres of that complex.

**ADDITIONAL CONTACT INFORMATION**  
**NOT TO BE MADE AVAILABLE WITH APPLICATION**





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

Uisce Éireann  
Boscaí P. 148  
Oifig 11a Tadmhna  
Cathair Chorcaí  
Cathair Chorcaí

Irish Water  
PO Box 148  
South City  
Delivery Office  
Cork City

[www.water.ie](http://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](mailto:newconnections@water.ie)

**Web:** [www.water.ie/contact-us](http://www.water.ie/contact-us)

## Next Steps<sup>1</sup> to proceed with this Connection Offer:

- Sign and return the Letter of Acceptance (see attached)
- Pay the Connection Charge (see Section 3(a) below)

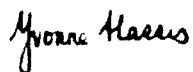
You have **90 days** from the date of this Connection Offer to accept the offer.

**Please note that Quotable Charges for the cost of completing any additional, non-standard, works required to facilitate connections are based on rates which are due to be revised shortly.**

**If you do not accept a Connection Offer within the acceptance period specified, any Quotable Charges within your Connection Offer may be subject to updated rates which could result in an increased Connection Charge.**

If you wish to proceed with this Connection Offer, please complete the Next Steps listed above.

Yours sincerely



---

**Yvonne Harris**  
**Head of Customer Operations**

---

<sup>1</sup> The purpose of this list is to draw particular attention to the key deliverables in the Connection Agreement. Developers are required to adhere to all requirements specified in the Connection Agreement.

## Outcome of your Connection Application - Details

**Providing a connection between the:**

Wastewater Works  
(the "Network(s)")

**AND**

**The development located at Ballynagran Landfill Ltd, Coolbeg Cross,, Wicklow**  
(the "Customer's Premises")

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](mailto: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.

Once the signed Letter of Acceptance has been returned **and** the Connection Charge has been paid, the Connection Agreement shall become legally binding on You and Irish Water and the Connection Works can be carried out. The Connection Agreement is comprised of this Connection Offer, the General Conditions and any Special Conditions. In the event of any conflict or inconsistency between these documents, they shall apply in the following order:

- i. Special Conditions
- ii. General Conditions
- iii. Connection Offer.

Any decision by Irish Water to enter into a Connection Agreement with You is made in reliance on the information in and with Your Customer Application. If the information supplied is incorrect or incomplete, Irish Water reserves the right to apply additional Connection Charges and contract terms.

Irish Water's decision to make a Connection Offer to You is made in reliance on the information contained in and submitted with the Connection Application. If the information supplied is incorrect or found to be materially inaccurate in any way, Irish Water reserves the right to apply additional Connection Charges, to impose additional contract terms and/or take any steps in accordance with the General Conditions.

This Connection Offer is based on a high-level desk top analysis carried out by Irish Water on the feasibility of a connection for your Development. Once the Connection Offer has been accepted by You, Irish Water will begin a detailed design of the connection. If during the process of detailed design Irish Water, at its discretion, forms the opinion (acting reasonably) that either:

- A. a connection to your Development is not feasible or practicable or safe to complete;  
or
- B. a connection to your Development 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 in accordance with General Condition 18.

The Connection Agreement shall constitute the entire agreement between You and Irish Water.

Any reference in this Connection Offer to an Appendix is to an appendix to this Connection Offer.

## **2. Validity of Connection Offer**

You have 90 days from the date of this Connection Offer to accept the Connection Offer by returning the Letter of Acceptance **and** paying the Connection Charge. Thereafter, the Connection Offer shall lapse unless otherwise agreed in writing by Irish Water.

## **3. Connection Charge**

The Connection Charge(s) shall be determined in accordance with Irish Water's Connection Charging Policy as set out in the Water Charges Plan (which can be found at [www.water.ie/connections](http://www.water.ie/connections))

The Wastewater Connection charge is €23,344.00

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](mailto:newconnections@water.ie)

Web: [www.water.ie/contact-us](http://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

complaints process. Details of the Irish Water Complaints Process are available on the Irish Water website.

Once a legally binding Connection Agreement is entered into, all disputes in relation to your agreement with Irish Water shall be resolved pursuant to General Condition 30.

## 9. Next Steps

- **Accepting the Offer:** sign and return the Letter of Acceptance and pay the Connection Charge.
- **Customer Construction Phase:** If required, Irish Water or its agent will contact You in relation to the connection assets required to facilitate your connection to the Network(s).
- **Connection to Network(s):** Irish Water or its agent will contact You to arrange a suitable time to complete the Connection Works.

**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

**Letter of Acceptance**

**[Customer Copy]**

[to be retained by Customer]

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

**General Conditions for a Water and/or Wastewater Connection  
(the “General Conditions”)**

**1. Definitions:** In these General Conditions the following definitions apply:

**“Affiliate”** of a Person means any subsidiary or holding company (within the meaning given to such expressions by the Companies Act 2014) of such Person or any subsidiary of any such holding company;

**“Applicable Law”** means all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to the Connection Agreement, including the Water Services Acts, the Building Regulations, the Construction Regulations and any code or guidance as may be issued from time to time by any Regulator or relevant industry authority. Any reference to “Applicable Law” or any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re- enacted;

**“Building Regulations”** mean the Building Control Acts 1990 to 2014 and all subordinate legislation and regulations made pursuant to the said Acts including, without limitation the Building Control Regulations 1997 to 2017 and relevant codes of practice, and any amendment, update or replacement or repeal thereof;

**“Business Day”** means every day other than a Saturday or Sunday or bank or public holiday in Ireland;

**“Competent Authority”** means any local or national or supra-national agency, authority, department, inspectorate, ministry, official or public or statutory Person (whether autonomous or not) or regulatory authority of Ireland or of the European Union which has jurisdiction over any of the Parties to the Connection Agreement and the subject matter of the Connection Agreement, including the Commission for Regulation of Utilities but excluding a court or tribunal of competent jurisdiction;

**“Connection Charging Policy”** means the Irish Water Connection Charging Policy which may be found at [www.water.ie/connections](http://www.water.ie/connections);

**“Connection Offer”** means the conditional offer letter issued by Irish Water to the Customer relating to the connection of the Customer’s Premises to the Network(s) and which forms part of the Connection Agreement;

**“Connection Agreement”** means the agreement between the Customer and Irish Water to facilitate the connection of the Customer’s Premises to the Network(s), which shall be comprised of the Connection Offer (including the appendices thereto), the General Conditions and the Special Conditions (if any);

**“Connection Charge”** means the charge for connecting to the Irish Water Waterworks and/or Wastewater Works (as the case may be), as specified in the Connection Offer. The Connection Charge shall only be deemed paid when funds have cleared in Irish Water’s bank account;

**“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

accepted in writing by Irish Water from time to time, but does not include land which is a Public Road, a road which is the subject of an order under Section 11 of the Roads Act 1993 or a road which has been taken in charge by a local authority pursuant to a non-statutory local authority taking in charge scheme;

**“Deed(s) of Grant of Wayleaves and Easements”** means the Deed(s) of Grant of Wayleaves and Easements referred to in Clause 10 hereof;

**“Dispute”** means a difference or dispute between the Parties arising out of or in connection with this Connection Agreement;

**“Distribution System”** means a pipe and its related fittings, that is used or to be used as the case may be to convey water into or through one or more Customer’s Premises (including any related internal or external taps) excluding a Service Connection;

**“Drain”** means a drainage pipe, or system of such pipes and related fittings for collection of Wastewater, that is not owned by, vested in or controlled by Irish Water, and that is not a Service Connection, which is used or to be used as the case may be, to convey Wastewater from one or more Customer’s Premises or to any wastewater treatment system on a Customer’s Premises where the Wastewater is generated;

**“Environment”** means the environment generally, including all physical, biological and ecological aspects of the environment and:

- (a) air, including that within buildings or natural or man-made structures above or below ground;
- (b) water, including the open sea, coastal or inland waters, ground waters, aquifers, drains and sewers;
- (c) land, including the seabed or riverbed under any water as described above, and any surface land and sub-surface land; and
- (d) human and animal health, and plant life;

**“Environmental Law”** means any statute or common law, or other requirement having the effect of law, in Ireland relating to the Environment, including without limitation the provisions of the Water Services Acts and Local Government (Water Pollution) Acts 1977 to 2007;

**“Environmental Protection Agency”** means the Environmental Protection Agency established pursuant to the Environmental Protection Agency Act, 1992;

**“Force Majeure”** means any event not within the reasonable control of a Party and which could not have been prevented or the consequences of which could not have been prevented by a Party acting and having acted as a Reasonable and Prudent Operator and which has the effect of preventing a Party from complying with its obligations under this Connection Agreement, including:

- acts of terrorists;

- 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,

requirement, instruction, direction or rule of any Competent Authority binding on either or all of the Parties to this Connection Agreement and includes any modification, extension or replacement thereof then in force;

**“Network(s)”** means the Waterworks and/or the Wastewater Works, as applicable and specified on the face of the Connection Offer, and any related lands, which are owned by, vested in, controlled or used by Irish Water;

**“PRA Compliant Map”** means ordinance survey plans, suitable for registration of any Deed of Grant of Wayleaves and Easements relating to property intended to be taken in charge by the local authority and the Connection Facilities to be vested in Irish Water together with all easements relating thereto suitably identified by the relevant symbols and/or colours designated by the Property Registration Authority.

**“Public Road”** means a road over which a public right of way exists and the responsibility for the maintenance of which lies on a road authority;

**“Reasonable and Prudent Operator”** means a person acting in good faith with the intention of performing its contractual obligations hereunder and in so doing and who in the general conduct of its undertaking exercises that degree of skill and diligence which would reasonably and ordinarily be exercised by a skilled and experienced operator complying with Applicable Law engaged in the same type of undertaking under the same or similar circumstances and conditions and the expression **“Standard of a Reasonable and Prudent Operator”** shall be construed accordingly;

**“Regulator”** means, where applicable, all present and future regulatory bodies having jurisdiction over Irish Water including, but not limited to, the Commission for Regulation of Utilities, the Environmental Protection Agency, the Minister of Housing, Planning and Local Government, the Office of the Data Protection Commissioner, the Competition and Consumer Protection Commission and/or any other statutory body or regulatory authority which regulates on an on-going basis or from time to time the business or operations of Irish Water;

**“Relevant Standards”** means the Connections and Developer Services Standard Details and Codes of Practice published and amended from time to time by Irish Water which are applicable to the Customer’s Pipe Work and which are available on the Irish Water website ([www.water.ie/Connections](http://www.water.ie/Connections));

**“Service Connection”** means a water supply pipe or drainage pipe, together with any accessories and related fittings, extending from a Waterworks (where, as specified in the Connection Offer, the Customer requires connection to the Waterworks) or Wastewater Works (where, as specified in the Connection Offer, the Customer requires connection to the Wastewater Works) to the outer edge of the boundary to the curtilage of the Customer’s Premises and used, or to be used as the case may be, for the purpose of connecting the Customer Premises with a Waterworks and/or Wastewater Works (as the case may be), and, if used or to be used for connecting more than one such premises it shall extend to the outer edge of the boundary to the curtilage of the premises which is furthest from the said Waterworks and/or Wastewater Works (as the case may be);

**“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:

- 2.1 any gender includes the other;
- 2.2 a statute, bye laws, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time and to any bye law, regulation, delegated legislation or order made thereunder;
- 2.3 any agreement, instrument or code is to the same as amended, novated, modified, supplemented or replaced from time to time;
- 2.4 unless otherwise specified any reference in this Connection Agreement to a "Clause" or "Appendix" is a reference to a Clause or Appendix in this Connection Agreement;
- 2.5 "**including**" means comprising but not by way of limitation to any event, class, list or category;
- 2.6 a "**Person**" shall be construed as a reference to any natural or legal person, firm, company, corporation, Government or Agency of a State or any association or partnership (whether or not having separate legal personality). A Person includes that person's legal or personal representative, permitted assigns and successors;
- 2.7 "**Party**" means a party to this Connection Agreement and "**Parties**" shall be construed accordingly;
- 2.8 the singular shall include the plural and vice versa;
- 2.9 words not otherwise defined that have well-known and generally acceptable technical or trade meanings in the water industry are used in this Connection Agreement in accordance with such recognised meanings;
- 2.10 where a word or expression is defined in this Connection Agreement, related words and expressions shall be construed accordingly;
- 2.11 headings are for ease of reference only and shall not affect its construction;
- 2.12 time shall be construed by reference to whatever time is applicable in Ireland; and
- 2.13 where a Party is required to use "**all reasonable endeavours**" that Party should explore all avenues reasonably open to it, and explore them all to the extent reasonable, but the Party is neither obliged to disregard its own commercial interests, nor required to continue trying to comply if it is clear that all further efforts would be futile; and
- 2.14 references to the "Commission for Regulation of Utilities" shall include any Competent Authority which may replace or succeed the Commission and assume its functions in relation to the regulation of the water industry in Ireland.

**3. Defined Terms in Connection Offer:** Terms which appear in uppercase in these General Conditions which are not otherwise defined shall have the meaning given to them in the Connection Offer.

**4. Order of Precedence:** In the event of inconsistency or conflict between the Connection Offer, the General Conditions and the Special Conditions, the following order of precedence will apply: (1) Special Conditions (2) General Conditions (3) Connection Offer.



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

Works) to the Network(s) at the Connection Point(s) in accordance with Relevant Standards and Applicable Law;

10.1.3 provide safe, free and unrestricted access (which access may not be exclusive) for Irish Water and, and all parties acting on its behalf, to any land or premises of the Customer when reasonably required for the purposes of Irish Water's functions or in relation to this Connection Agreement;

10.1.4 if required by Irish Water in the Connection Offer and at the Customer's own cost, procure adequate way-leaves and easements from third party landowners for the Customer Pipe Work and the Connection Facilities (so that Irish Water and all parties acting on its behalf can establish and carry out the Connection Works) and if required by Irish Water:

10.1.4.1 deliver for approval by Irish Water the PRA Compliant Map;

10.1.4.2 where the Connection Facilities are not entirely comprised within the boundaries of the lands owned by the Customer, the Customer shall deliver to Irish Water a Deed of Grant of Wayleaves and Easements (in duplicate) for the benefit of Irish Water and the Connection Facilities, duly executed by the applicable landowner (to include without limitation a protected strip of ten metres, five metres on either side of the Connection Facilities, in respect of the full length of the Connection Facilities, unless an alternative strip width has been agreed in writing with Irish Water) **TOGETHER WITH** the PRA Compliant Map. The required form of Deed of Grant of Wayleaves and Easements will be provided by Irish Water on request;

10.1.4.3 irrevocably instruct its appointed solicitor to use best endeavours to stamp and register the Deed(s) of Wayleaves and Easements in the Property Registration Authority as soon as practicable at the Customer's expense and to provide notice of the relevant dealing number and evidence of such registration to Irish Water immediately following completion of registration **PROVIDED THAT** if requested by Irish Water the Customer shall consent to Irish Water taking over the registration process, and the Customer undertakes and agrees to assist Irish Water with this registration process following written request to do so;

10.1.4.4 specifically include reference and notice of the Deed(s) of Wayleaves and Easements in favour of Irish Water in any transfers, conveyances, assignment, lease and/or licence which it may have with any third party.

10.1.5 inform Irish Water, and all parties acting on its behalf, of any relevant safety precautions before entry to the Customer's Premises. Since Irish Water will not be aware of the specific hazards present on the Customer's Premises, the Customer is obliged to inform Irish Water of such hazards. The Customer must ensure that Irish Water, and all parties acting on its behalf, are either accompanied at all times by the Customer, or has been

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.

- 10.2 The Customer shall take such steps as Irish Water may notify from time to time to prevent a risk to human health or the environment, to facilitate the reasonable conservation of water, to ensure the proper and effective management of Water Services, to prevent contamination of any Waterworks (where there is to be a connection to the Waterworks), and to protect the Wastewater Works (where there is to be a connection to the Wastewater Works).
- 10.3 The Customer shall not allow discharge of rainwater runoff from roofs, paved areas or other surfaces into any Drain or Sewer, except as may be agreed in advance in writing with Irish Water.
- 10.4 During the duration of this Connection Agreement, Irish Water may specify any technical requirements or standards necessary to minimise the risk of leakage or to protect the integrity of any Waterworks or Wastewater Works.
- 10.5 For the avoidance of doubt, the Customer is prohibited from using the Service Connection and/or using any other mechanism to supply Water Services onwards to another location or premises other than the Customer's Premises notified to Irish Water by the Customer to which the Service Connection applies. Irish Water shall in no way be liable for a breach of this provision by the Customer or by any other third party, including any adverse consequences arising directly or indirectly as a result of such a breach and all costs, damages or claims arising therefrom.
- 10.6 The Customer hereby indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage or injury that may result from the laying or use of pipes within the boundary to the curtilage of the Customer's Premises. The Customer indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage or injury caused as a result of any leakage of Wastewater from Drains or Service Connections or water from the Distribution System up to the Connection Point where Service Connection connects with the Distribution System.
- 10.7 The Customer shall be solely responsible for preventing any backflow, back syphonage or blowback from the Distribution System of the Customer's Premises into the Water Main or Waterworks.
- 10.8 Where a connection is made to the Wastewater Works, Irish Water shall be entitled to take spot samples of the Wastewater discharged by the Customer for the purposes of testing compliance with the terms of this Connection Agreement and/or for general research or compliance purposes. If, in the opinion of Irish Water, the characteristics of the Customer's Wastewater are such that it is likely to produce what Irish Water determines to be a significant impact upon the Wastewater Works, then Irish Water may require the Customer to enter into a separate end-user agreement containing additional conditions in connection with the treatment of the Customer's Wastewater. The Customer acknowledges and agrees that it will, if requested to do so by Irish Water, cease discharging its Wastewater to the Network pending entry into the end-user agreement

**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

Irish Water are performed in accordance with the Standard of a Reasonable and Prudent Operator, Irish Water shall have no liability whatsoever to the Customer in respect of this Connection Agreement.

- 14.4 **No liability for Force Majeure:** Neither Party shall be liable for any breach of this Connection Agreement directly or indirectly caused by Force Majeure.
- 14.5 **No Liability:** Neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for: (a) any loss of profit, revenue, use, contract (other than this Connection Agreement), opportunity, or goodwill; or (b) punitive or exemplary damages; or (c) any indirect, consequential, incidental or special damages (including punitive damages).
- 14.6 **No implied warranties:** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Connection Agreement.
15. **Assignment:** The Customer shall not be entitled to assign the benefit or transfer the burden of this Connection Agreement without the prior written consent of Irish Water. Nothing shall prevent Irish Water from assigning the benefit or transferring the burden of this Connection Agreement to an Affiliate.
16. **Sub-contractors:** Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Connection Agreement without the prior consent of the other Party. Such subcontracting by Irish Water or the Customer of the performance of any obligations or duties under this Connection Agreement shall not relieve Irish Water or the Customer (as the case may be) from liability for performance of such obligation or duty.
17. **Customer's Authority:** The Customer represents and warrants to Irish Water that it has full power and authority to enter into and to exercise its rights and perform its obligations under this Connection Agreement and has obtained all authorisations and consents necessary for it to so enter, exercise rights and perform obligations and such authorisations and consents are in full force and effect.
18. **Term & Termination:**
- 18.1 This Connection Agreement shall commence upon the date that the Customer returns the Customer Acceptance Form and pays the Connection Charge (and if these occur on different days, the Connection Agreement shall commence on the later date) and shall continue in full force and effect until the Parties' respective obligations under Clause 9 have been performed in full unless it is earlier terminated in accordance with the provisions of this Connection Agreement.
- 18.2 The Connection Offer and this Connection Agreement is based on a high-level desk top analysis carried out by Irish Water on the feasibility of a carrying out the Connection Works for the Customer Premises. Once the Connection Offer has been accepted by You, Irish Water will begin a detailed design of the Connection Works. If during the process of detailed design Irish Water, at its discretion, forms the opinion (acting

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);

Clause 18 (Term and Termination);  
Clause 20 (Insurance);  
Clause 26 (Entire Agreement);  
Clause 21 (Data Protection);  
Clause 29 (Governing Law); and  
Clause 30 (Disputes),

of this Connection Agreement shall continue in full force and effect and be fully binding on the Parties notwithstanding termination or expiry.

**19. Notices:**

19.1 Notices or other communications given pursuant to this Connection Agreement shall be in writing and shall be sufficiently given if delivered by hand or sent by e-mail or pre-paid registered post to the e-mail or postal address referred to below of the Party to which the notice or communication is being given or to such other address and as such Party shall communicate from time to time to the Party giving the notice or communication.

19.2 The Customer's address for service is as set out in the Connection Offer.

19.3 Any notice required or permitted to be given by the Customer shall be in writing addressed to Irish Water at Irish Water, PO Box 860, South City Delivery Office, Cork City or by email to [newconnections@water.ie](mailto:newconnections@water.ie) or such other address or electronic mail address as may be notified by the Customer to Irish Water from time to time.

19.4 Every notice given in accordance shall be deemed to have been received as follows:

<b>Means of Dispatch</b>	<b>Deemed Received</b>
Hand Delivery	The time of delivery.
Post	48 hours after posting (and proof that the envelope containing the notice or communication was properly addressed and sent by pre-paid registered post will be sufficient evidence that the notice or other communication has been duly served or given).
Email	Upon receipt by the addressee of the complete text in legible form.

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (being 9am to 5.30pm on a Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.



## 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

Water Services but will not keep it for any longer than is necessary and/or as required by law.

- 21.2 Irish Water may share the Customer's data with other members of the Ervia group and agents who act on behalf of Irish Water in connection with the activities referred to above. Such agents are only permitted to use the Customer's data as instructed by Irish Water. They are also required to keep the Customer's data safe and secure.
- 21.3 From time to time the Customer may speak to employees of Irish Water (or agents acting on its behalf) by telephone. To ensure that Irish Water can provide a quality service, telephone conversations with the Customer may be recorded. Irish Water will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of the Customer's conversations with Irish Water or any other purposes mentioned in this notice.
- 21.4 The Customer has various rights under data privacy laws, which include the right to request a copy of his/her personal data. If the Customer wishes to avail of this right or for further information please contact Irish Water in writing at FREEPOST, Irish Water, Data Protection Officer, PO Box 6000, Talbot Street, Dublin 1 or via email to [dataprotection@ervia.ie](mailto:dataprotection@ervia.ie).
- 21.5 Irish Water endeavours to use appropriate technical and physical security measures to protect your personal data which is transmitted, stored or otherwise processed by Irish Water, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access. Irish Water's service providers are also selected carefully and required to use appropriate protective measures.
- 21.6 As effective as modern security practices are, no physical or electronic security system is entirely secure. The transmission of information via the internet is not completely secure. Although Irish Water will do its best to protect your data, Irish Water cannot guarantee the security of your data transmitted to Irish Water's Site. Any transmission of data is at your own risk. Once Irish Water receives your data, Irish Water will use appropriate security measures to seek to prevent unauthorised access. Irish Water will continue to revise policies and implement additional security features as new technologies become available.
- 21.7 In the event that there is an interception or unauthorised access to your personal data, Irish Water will not be liable or responsible for any resulting misuse of your personal information.
- 21.8 For further information on how Irish Water treats the Personal Data of Customers when providing Water Services, please see our Privacy Notice on [www.water.ie](http://www.water.ie). Alternatively, please contact us at the details above for Irish Water's Privacy Notice.
- 21.9 In order to evaluate and improve our Customer's experience, we or agents on our behalf, may from time to time issue surveys to the Customer in relation to the services provided. If you do not wish to receive a survey, please let us know.

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](http://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

understandings between the Parties (other than as provided for in this Connection Agreement) with respect to its subject matter.

26.2 The Customer acknowledges and confirms that it does not enter into this Connection Agreement in reliance on any representation, any misrepresentation, warranty or other undertaking by Irish Water not fully reflected in this Connection Agreement.

26.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Connection Agreement.

27. **Amendments:** This Connection Agreement may be updated at any time by Irish Water with replacement terms and conditions published on [www.water.ie](http://www.water.ie).

28. **No Derogation from Statutory Responsibilities:**

The Customer acknowledges and accepts:

28.1 their obligations and duties under the Water Services Acts in relation to the protection of human health, repair of leaks and the reasonable conservation of water and the management, consumption and use of water on or at the Customer's Premises to ensure that water is not wasted or consumed in excessive amounts;

28.2 that notwithstanding this Connection Agreement, Irish Water is not limited from exercising its powers under the Water Services Acts in relation to the Customer;

28.3 without prejudice to Clauses 10.1.10 and 10.1.11 of these General Conditions and notwithstanding the carrying out of Connection Works, the Customer Pipe Work (in terms of ownership, maintenance, repair, renewal or otherwise) will remain the sole responsibility of the Customer unless ownership is transferred to Irish Water.

29. **Governing Law:** The Connection Agreement shall be governed and construed in accordance with the laws of Ireland and, subject to Clause 30, the courts of Ireland shall have exclusive jurisdiction to decide disputes arising between the Customer and Irish Water.

30. **Dispute Resolution:**

30.1 **Notification of a Dispute:** Any Dispute between the Parties shall be resolved, if possible, by negotiation. In the event that no agreement is reached within fifteen (15) days of the date on which either Party first notified the other Party that a Dispute exists, either Party shall have the right to have the Dispute determined in accordance with Clause 30.2.

30.2 **Mediation:** The mediator is to be appointed by agreement between the Parties and, in the absence of agreement within five (5) working days of the receipt by one Party of a written notice to concur in the appointment of a mediator, by the Centre for Effective Dispute Resolution ("CEDR"). The mediation will be in Dublin and the costs of the mediation shall be shared equally between the Parties. In the event that the matter is not resolved within three (3) months of being referred to the mediator under

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.

## APPENDIX 3

### Special Conditions

The purpose of this Connection Agreement is to facilitate a connection between the Customer's Premises and the Wastewater Network at the Connection Point.

For the purposes of this Connection Agreement, the Parties agree:

1. that Customer's Pipe Work shall include a private rising main [including a pumping station] and stand-off manhole in the public road between the Customer's Premises and the Connection Point (approx. 6 meters from the stand-off manhole); and
2. the modification of elements of the existing Wastewater Network, by agreement with Irish Water to facilitate the regulation of flows from the Customer's Premises to the Wastewater Network in certain circumstances (the costs of which shall be borne by the Customer).

Arising from the above, the Customer acknowledges and agrees as follows:

- a) the definition of *Customer's Pipe Work* shall be amended as follows:

**"Customer's Pipe Work"** means the pipe, relating fittings and associated accessories to be laid by the Customer 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;

- b) for the avoidance of any doubt, any elements of the Customer's Pipe Work constructed by the Customer outside of the Customer's Premises will not vest in Irish Water and shall remain entirely the responsibility of the Customer;
- c) the Connection Facilities, to be constructed by Irish Water, shall consist of a six-metre section of gravity wastewater pipe between the stand-off manhole (to be constructed as part of the Customer's Pipe Work) and the existing Wastewater Network;
- d) the Customer shall be entirely responsible for obtaining any relevant consents, including planning permission, road opening licence, discharge licence, etc. which are required for the construction and operation of any pipe work necessary to connect the Customer's Premises to the Wastewater Network including the Customer's Pumping Station, Pipe Work and the Connection Facilities. Copies of the said permissions/consents or, alternatively, confirmation of any exemptions from the requirement to obtain such permissions/consents, shall be provided to Irish Water as a pre-condition to completion of the Connection Facilities and tie-in to the Wastewater Network;
- e) as a pre-condition to commencement of construction of the Customer's Pipe Work, the Customer shall;

- 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

- i. the Customer shall carry out a handover demonstration to UÉ Operations team (Wicklow Co.Co. Water Services);
- ii. the Customer shall provide a safety file to UÉ for any equipment installed within the existing Wastewater Network. The Safety file shall, at a minimum, include as built drawings, commissioning records, calibration records and O&M manuals;
- iii. all level sensors and their associated kiosks and local controls will be vested in Irish Water upon connection of the Customer's Premises to the Wastewater Network.

<b>Notes</b>		
<b>SECTION 3.0 – Special Conditions pertaining to the Water/Wastewater Service Connection(s)</b>		
<b>SECTION 3.1 - Water Service Connection(s)</b>		
<b>SECTION 3.2 - Wastewater Service Connection(s)</b>		
1	Distance from Customer's Premises to Connection Point in metres (Service Connection).	4,300.00 m
2	Diameter of Service Connection required (internal diameter in mm).	150 mm
3	Distance from Service Connection Point to the existing mains in metres (Mains Extension).	4300 m
4	<p>Prior to any tie-in to the Network(s) being made, the Customer must have obtained a Trade Effluent Discharge Authorisation.</p> <p>Trade Effluent Discharge Authorisation means:</p> <ul style="list-style-type: none"> <li>- a trade effluent discharge licence issued to the Customer by Irish Water under section 16 of the Local Government (Water Pollution) Act, 1977 (as amended); or</li> <li>- a trade effluent discharge licence issued to the Customer by Irish Water under section 63 of the Water Services Act, 2007 (as amended); or</li> <li>- an industrial emissions (IE) licence, integrated pollution control (IPC) licence, or waste facility licence issued to the Customer by the Environmental Protection Agency, as the case may be.</li> </ul> <p>To apply to Irish Water for a trade effluent discharge licence or to learn more about trade effluent please visit <a href="http://www.water.ie/tradeeffluent">www.water.ie/tradeeffluent</a></p> <p>Any failure by the Customer to obtain a Trade Effluent Discharge Authorisation, where required, will result in Irish Water refusing to accept discharges to its Network(s).</p>	
6	Uisce Eireann will deliver the final tie in connection to the network from the stand off manhole, the Customer is responsible for the construction of the private rising main and all associated consents required, The Customer should contact Uisce Eireann operations to organise the tie-in to the Wastewater Network and all associated works downstream.	
7	The design & construction of the new proposed wastewater connection to be in accordance with the IW Codes of Practice and Standard Details. These are available from the IW website at <a href="http://www.water.ie/connections">www.water.ie/connections</a>	

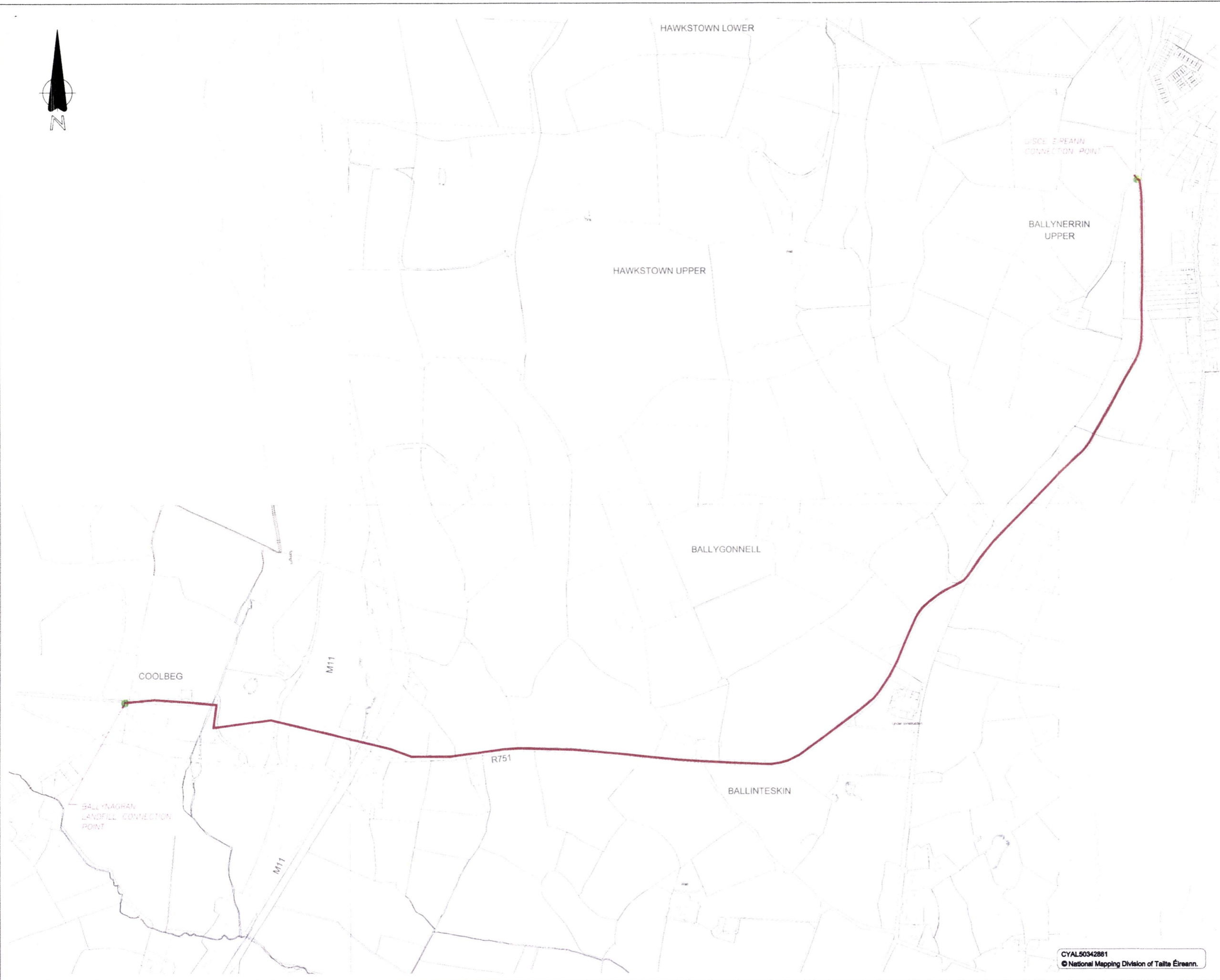


8	No storm runoff shall drain to the public foul sewer
9	
10	

**APPENDIX 4**

**Connection Charge**

<b>Connection Charge</b>	
<b>Wastewater Connection Charge</b>	
Standard Charge	€23,344.00
Standard Charge – Additional Service Length	€0.00
Quotable Charge	
Sub total	<b>€23,344.00</b>
<b>Total Connection Charge</b>	
	<b>€23,344.00</b>



NOTES

**DRAFT**

0	11/01/24	DRAFT	DR	478	SM
1	02/01/24	PROJEN	DR	478	SM

Client  
**AGB HOLDINGS**  
**BALLYNAGRAN LANDFILL LTD**  
 COOLBEG CROSS, Co. WICKLOW  
 A67XF63

**Fingleton White**  
 Bridge Street Centre  
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Project  
**BALLYNAGRAN**  
 PIPE ROUTE

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Check	AJ/ROOBY	Date	11/01/24	sheet 1 of 1			
Appr'd	S.MCRR/N	Status	DRAFT				