
CHAPTER 198
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SCHEDULE

CHAPTER 198

SOUTH ELEUTHERA WATER SUPPLY

An Act to authorise the entering into of an agreement between the Government and the South Eleuthera Power and Light Company Limited for the establishment of a water supply system in the Settlement of Rock Sound and its environments and for matters incidental thereto.

*20 of 1962
E L A O, 1974*

[Commencement 23rd May, 1962]

1. This Act may be cited as the South Eleuthera Water Supply Act. Short title
2. In this Act, unless the context otherwise requires — Interpretation
- “agreement” means the agreement set out in the Schedule to this Act;
- “Company” means the South Eleuthera Power and Light Company Limited;
- “district” means the area to which the agreement refers and therein named the settlement of Rock Sound and its environs;
- “Minister” means the Minister responsible for Water and Sewerage; *E L A O, 1974*
- “premises” means any dwelling-house, hotel, shop, office, or other place of business, together with its appurtenances;
- “street” includes any square, court, alley, highway, lane, road, thoroughfare, public passage or place;
- “water supply system” includes any reservoir, dam, tank, well, tunnel, conduit, pipe, fountain, sluice, valve, pump or engine, and any building, structure, or appliance used or constructed for the supply, storage, conveyance, measurement or regulation of water, which is used or constructed for the supply of water to the district.

Agreement for and Maintenance of Water System

Governor in Council authorised to enter into agreement. Schedule.

3. The Governor in Council is hereby authorised at any time within twelve months after the coming into operation of this Act to enter into an agreement with the Company substantially in the form set out in the Schedule hereto.

Maintenance of existing system.

4. Subject to and in accordance with the terms of the agreement the Company shall maintain the existing water-supply system within the district and may from time to time (with the concurrence of the Minister) extend the same into, through, across, under or over any street or public land or (subject as aforesaid and to the provisions hereinafter in this Act contained) any land whatsoever situate within that district.

General Powers of Company

Power to excavate and lay pipes.

5. The Company may with the consent of the owner, or failing that by an order of the Minister, enter into any land or premises within the district or the vicinity thereof at any reasonable hour and examine the same, and make any survey or plan thereof or any excavation which may be necessary for the purposes of determining the most suitable position for connecting any water pipe with the main and may lay any water pipe from the water main to the property line of the premises.

Power to open up streets, etc.

6. For the execution of any work to be undertaken or done, or for the inspection or maintenance thereof, the Company may, with the concurrence of the Minister —

- (a) open up any street in the district;
- (b) divert traffic from one street to another;
- (c) deposit upon any part of any street any material, implement or thing used in connection therewith;
- (d) construct, erect and maintain any barrier, boarding, fence, culvert, or other work necessary for the purpose, on any street:

Provided that on completion of the work the Company shall replace road material and restore any such street to its previous condition within thirty days of the completion of the work.

7. For the execution of any work to be undertaken or done or for the inspection or maintenance thereof, the Company may enter into any land or premises within the district or the vicinity thereof at any reasonable hour, and make any excavations which may be necessary for carrying into effect the provisions and terms of the agreement:

Power to enter land or premises and make excavations

Provided that any such excavation shall immediately thereafter be replaced and made good and any damage accruing therefrom be repaired or compensation paid in lieu thereof.

8. The Company may enter into any land or premises within the district or the vicinity thereof at any reasonable hour and remain therein for so long as may be necessary for the purpose of carrying into effect any of the provisions and terms of the agreement, provided that notice in writing specifying the work to be done, shall have been given to the owner or occupier thereof, and that upon the completion of any work undertaken by the Company the land or premises shall be cleared of any trees or brushwood which shall have been cut down by the Company, and the condition thereof restored by and at the expense of the Company.

General power to enter on notice

9. (1) The owner or occupier of any land or premises into which the Company proposes to enter shall have the right, within one week from the date of receipt of the notice given under the provisions of section 8 of this Act to appeal in writing to the Commissioner against the proposed entry; and the Commissioner shall thereupon appoint two competent and disinterested persons to view the land or premises and make an award in writing of any damage which the owner or occupier is liable to suffer by reason of such entry.

Appeal

(2) The owner or occupier or the Company may if they so wish reject such an award and in such event may institute proceedings in respect thereof before a stipendiary and circuit magistrate in the exercise of his original jurisdiction.

10. (1) If any person entitled to a supply of water under any agreement with the Company makes default in payment of any sum due and owing to the Company, the Company may, after the expiration of thirty days from the

Power to cut off water-supply

date upon which notice of the same shall have been served upon any such person, cut off the water-supply until such sum, together with any expense incurred by the Company, is paid.

5 cf 1987, s 2

(2) If at any time after the water-supply has been cut off from any premises the owner or occupier of such premises shall fraudulently obtain a renewal thereof without the sanction of the Company, the owner or occupier of such premises shall be liable, in addition to the expense incurred by the Company, to a fine of twenty dollars in respect of each day during which the supply shall have been renewed.

Incidence of Water-Supply System

Power to enter
for examination
of meters, etc

11. The Company may enter into any land or premises within the district at any reasonable hour for the purpose of —

- (a) examining any pipe, meter, fitting, work or apparatus for the supply of water belonging to it;
- (b) ascertaining the quantity of water which from time to time has been supplied;
- (c) cutting off the water-supply;
- (d) upon the water-supply being cut off, removing any pipe, fitting or apparatus belonging to it; and
- (e) ascertaining whether there is a leakage or an excessive consumption of water or any other misuse of water.

Cenfences

Altering meter
and unauthorised
tapping of water

5 cf 1987, Sch

12. Any person who wilfully injures or fraudulently alters any meter shall be liable to a fine of one hundred dollars, and any person who connects or causes to be connected any water pipe, pump or reservoir with any water pipe, pump or reservoir belonging to the Company (without its consent in writing) shall be liable to a fine of one hundred dollars and in addition thereto to a further fine of twenty dollars in respect of every day during which the offence shall have been committed.

13. Any person who wilfully injures or causes to be injured the water-supply system in any manner whatsoever shall be liable to a fine of one hundred dollars or to imprisonment for four months and in addition shall be liable to repay to the Company any expense incurred by it in repairing any such injury.

Damage to
system
5 cf 1987, Sch

14. Any person who wilfully obstructs the Company or any person employed and authorised by it, in carrying into effect any of the terms and provisions of the agreement and this Act shall be liable to a fine of one hundred dollars and in addition to a fine of twenty dollars in respect of every day during which the obstruction is continued.

Obstruction
5 cf 1987 Sch

15. Any person who knowingly wastes water by any means whatsoever to the detriment of other consumers or to the water-supply system shall be liable to a fine of twenty-five dollars, and on conviction of such person the Company may terminate its agreement with the owner or occupier of the premises on which such offence was committed.

Waste
5 cf 1987, Sch

SCHEDULE

BAHAMA ISLANDS,

New Providence.

AN AGREEMENT made the day
of in the year of Our Lord One thousand
Nine hundred and Sixty-two

BETWEEN His Excellency Sir Robert de Stapeldon Stapledon, Knight Commander of the Most Distinguished Order of St. Michael and St. George, Commander of the Most Excellent Order of the British Empire, Governor and Commander-in-Chief in and over the Bahama Islands, acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter included in the term the Government) of the one part

AND the South Eleuthera Power and Light Company, Limited, a company incorporated under the laws of the Bahama Islands and carrying on business within the Colony (hereinafter called the Company which expression shall include its successors and assigns) of the other part

WHEREAS the Company has made proposals to the Government for the supply of drinking water for general purposes, for the settlement of Rock Sound and suburbs thereof in the South Eleuthera District of the island of Eleuthera one of the Bahama Islands

AND WHEREAS the Government being satisfied that such an installation and supply will be of great benefit to the district concerned and has agreed to enter into a contract with the Company therefor for a period of five years subject to certain conditions and stipulations

NOW THIS AGREEMENT WITNESSETH in consideration of the premises as follows:

IN this Agreement the settlement of Rock Sound and its environs means the area within a distance of one mile measured from the junction of Fish Street and the main road, but shall be subject to the terms of this Agreement relating to the extension thereof inside and outside and within the elevation serviceable from the existing Rock Sound reservoir.

1. In consideration of the sum of £32,000 paid to the Company by the Government (the receipt whereof the Company hereby acknowledges) the Company covenants and agrees with the Government that unless prevented from so doing by Act of God, insurrection, riots, civil commotion, war or war-like operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Company (including any refusal by the Import Control or the Exchange Control of the Colony to grant Licences for the purchase of the necessary materials, construction plant and things required to complete the undertaking in the United States of America, Canada, or other hard-currency areas or the a necessary foreign exchange or permits for the employment and payment of contractors, subcontractors, personnel and workmen from the United States of America, Canada or other hard-currency areas or the inability to obtain or employ the necessary labour or to obtain or secure the necessary materials, equipment and things) it will —

- (1) within six months of the signing of this Agreement install such necessary plant and waterworks equipment on behalf of the Government as will supply the settlement of Rock Sound and its environs with drinking water the said waterworks to be initially instituted to supply up to thirty thousand (30,000) imperial gallons a day;
- (2) for the establishment of such waterworks, pumps, reservoirs, mains and the like, submit plans and specifications to the Director of Public Works to be amended or changed by mutual agreement as to technical requirements, period of operation, hydraulic recuperation and the like and to avoid by all possible and practicable means any early deterioration of the water bearing area having due regard to the generally limited quantity of fresh water available, long droughts, and the proximity of the sea on two sides of the proposed water works and water reserve areas;

- (3) in the carrying out of this covenant make such alterations, extensions and improvements to the water main distribution at the settlement of Rock Sound and its environs as may be or become necessary, so however that any proposals for such extensions, improvements or alterations shall receive the prior approval of the Director of Public Works who shall have the authority to request such extensions, improvements or alterations as may be required for satisfactory service.

2. It is hereby mutually agreed that:

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| (1) the quality of the drinking water shall be subject to control and supervision by the Bahamas Government, in the person of the Director of Public Works and the Chief Medical Officer covering salinity, purity and bacterial control. These officers or persons deputed by them shall have access to any part of the water recovery areas and mains to carry out such tests and sampling necessary for the proper conduct and supervision of potable water supplies; | Control of purity. |
| (2) should for any reason the salinity of the water supply average 35 grains salt per imperial gallon over a period of 30 days, the Director of Public Works shall request the Company to replace the wells which have turned brackish, and relocate such pumps in a saline free area; the Director of Public Works may indicate the area and the number of pumps to be removed; | Salinity limits. |
| (3) the Director of Public Works shall have the authority to increase the limit of salinity to higher concentrations of salt; | Increase of salinity. |
| (4) for reasons of the Public Health, the concentration of saline infiltration shall not exceed 100 grains (salt) per imperial gallon, or in the case of bacterial contamination results in Faecal Contamination in samples of 10 c.c. or less in which case the waterworks shall be shut down by the Chief Medical Officer until the chlorination equipment is restored or the salinity reduced; | Shutdown of waterworks. |
| (5) if the salinity rises to a degree beyond which the water is no longer potable and the water reserves are depleted, this agreement will be terminated without cost to Government or prejudice to the Company; | Company unable to comply owing to natural causes. |
| (6) in the event that more than 30,000 gallons per day be required, the Director of Public Works may order from time to time increases the sum of which shall not be more than 10,000 gallons per day if the records show an average consumption of 30,000 gallons per day over 30 consecutive days; | Increase in supply. |
| (7) the Company shall set aside an area proved to contain potable water, this area to be known as the Water Reserve Area; | Waterworks reserve areas. |
| (8) it will be the obligation of the Bahamas Government to make the necessary surveys and test drillings to establish the acreage | Government to make tests. |

required for the Water Reserve Area. The Director of Public Works shall from time to time inform the Governor in Council of the extent of the proved reserve and shall prepare plans thereof which, on being agreed to by the Company, shall become an integral part of this contract;

Protection of
water reserves

- (9) the proposed waterworks area and Water Reserve area shall be kept free of livestock, dwellings, buildings and construction, dumps, and anything which might lead to the bacterial or chemical contamination of the water recovery area in use or in reserve;

The Company to
collect rates

- (10) the company shall collect the rates on a monthly (28 days) basis as follows —

- (a) the supply of drinking water shall be subject to the following conditions and rates which shall not exceed the Water Rates for New Providence.

Domestic purposes (For drinking, cooking, washing including 1 W.C. only):

0-4,000 gals. @ 8/- for a period of four

4,000-8,000 gals. @ 10/- weeks (28 days net).

Commercial: Hotels, food processing, laundries, bars, cafes, restaurants 9/-, irrespective of quantity and period.

Ship supply: Service 16/- (primage and service fee) per 100 is 2/- up to 5,000 gals. 1/6, 5,000 gals. and over. Meter rental 1/8 for 1/2" or 3/4" service.

- (b) if for any reason a consumer fails to discharge his water rates, he shall be notified in writing that the service will be discontinued after thirty (30) days of the issue of such a notice which shall be delivered by hand or registered mail;
- (c) the cost of making a water service connection (not exceeding 100 feet) shall be £15. 5. 0d. per connection 1/2" to 3/4" including 1" or £7. 10. 0d. payable prior to making the service and £7. 10. 0d. payable over three (3) quarters afterwards;
- (d) leaks on consumers' premises which in the opinion of the Company may be due to causes beyond the probable knowledge of the consumer, *not being* in a W.C., the leaking or excess consumption shall be charged at 6/- per 1,000 gals. subject to an appeal to the Board;¹
- (e) if the meter is not operative the Company shall either base the probable consumption on the average of at least three equivalent months, or in the event the foregoing is not possible, the consumption may be assessed from the reinstated meter over four (4) weeks;

¹ Now the Minister

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- (f) any consumer shall be allowed thirty (30) days in which to settle his water rates for the previous quarter. The Company shall allow payments “on account” on a thirty (30) days basis;
- (g) in default of payment of water rates the Company may recover the outstanding sums in Court;
- (h) all water services such as standpipes, public offices, public schools, and public institutions shall be charged at 9/- per thousand gallons;
- (11) in view of the limitations in the available quantity of potable water, any commercial or domestic consumer with more than 1 W.C. installed must be required to provide independent sanitary water supplies to conserve the potable water. It shall be the duty of the Company to consider all applications and to limit the quantity of water supplies to hotels, rooming houses, camps, docks, factories, restaurants, ship supply points, in relation to the quantity of potable water safely to be obtained from the Water Reserve area. The Director of Public Works having supervising powers shall inform the Governor in Council if, in his opinion, permission has been granted for such supplies which may endanger the quality and quantity of potable water available; Conservation of potable water.
- (12) any consumer, resident, or business concern within the water service area may in the event of protest, dispute, or disagreement, or upon refusal by the Company of a water service or supply, lodge his complaint with the Commissioner, who shall in the first place negotiate with the Company for a settlement; Protests.
- (13) because of fluctuations in the value of the pound sterling in respect of the United States dollar, or arising from “Minimum Wages” regulations or changes in wages, salaries, cost of living, duty taxes, etc., the rates set out in paragraph 10 may be revised upon representation by the Company to the Governor in Council, or by the Governor in Council according to circumstances, should such a change become imperative. Notice of at least 3 months will be required for such a change; Adjustment of indemnity.
- (14) this agreement shall be in force for a period of five years from the date hereof and if the same be not renewed by mutual agreement then if the Government shall elect to operate the water supply system the Government shall within twelve months from the expiration of this agreement purchase from the Company the Company’s then existing distribution system on an appraised value based upon the cost of replacement; Period of agreement.
- (15) in the event the Company fails to implement the requests of the Director of Public Works, or the Chief Medical Officer Failure to comply.

this and all similar matters of dispute under this agreement shall be settled under The Arbitration Act, being Chapter 110² of the Revised Laws of the Bahamas or any statutory modification thereof;

(16) this Agreement to be construed and interpreted according to the Laws of the Bahama Islands.

IN WITNESS WHEREOF the said Sir Robert de Stapeldon Stapledon, K.C.M.G., C.B.E., hath hereunto set his hand and caused the Great Seal of the Bahama Islands to be hereunto affixed the day and year first above written.

By His Excellency's command.

Colonial Secretary.

IN WITNESS WHEREOF the South Eleuthera Power and Light Company Limited has caused its Common Seal to be hereunto affixed this day of in the year of Our Lord One Thousand Nine Hundred and Sixty-two.

The Common Seal of the South Eleuthera Power and Light Company Limited was affixed hereto by the of the said Company and the said affixed his signature hereto in the presence of:

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² Chapter 180 in this Revised Edition