

John Pigott
CORA
Behan House
10 Lower Mount Street
Dublin
Dublin
D02 HT71



Uisce Éireann
Bosca OP 448
Oifig Sheachadta na
Cathrach Theas
Cathair Chorcaí

Uisce Éireann
PO Box 448
South City
Delivery Office
Cork City

www.water.ie

CONNECTION OFFER

To: Sarah Owens
Rushmore Developments Ltd.
8 Herbert Place
Dublin 2
Dublin
D02Y162

(the "Developer")

Our Ref: **CDS2100804401**

Self-Lay Connection Agreement – St. Bridgets Taylane, Rathcoole, Dublin

Date: 25 April 2024

SUBJECT TO CONTRACT

Dear Applicant,

Outcome of your Connection Application - Summary

We have completed the review of your Connection Application.

Uisce Éireann has reviewed your application for a Self-Lay connection(s) to the Network(s). Based upon the details provided by you, Uisce Éireann can offer you a connection(s) for your Development 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 for Self-Lay Connections (Appendix 2)
- Special Conditions (Appendix 3)

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

Stiúthóirí / Directors: Tony Keohane (Cathaoirleach / Chairman), Niall Gleeson (POF / CEO), Christopher Banks, Fred Barry, Gerard Britchfield, Liz Joyce, Patricia King, Eileen Maher, Cathy Mannion, Michael Walsh.
Oifig Chláraithe / Registered Office: Teach Colvill, 24-26 Sráid Thalbóid, Baile Átha Cliath 1, D01 NP86 / Colvill House, 24-26 Talbot Street, Dublin, Ireland D01NP86
Is cúideachta ghníomhaíochta ainmnithe atá faoi theorainn scaireanna é Uisce Éireann / Uisce Éireann is a design activity company, limited by shares.
Cláraithe in Éirinn Uimh.: 530363 / Registered in Ireland No.: 530363.

Telephone: 1800 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

Next Steps¹ to proceed with this Connection Offer:

- Sign and return the Letter of Acceptance (see attached)
- Pay the Connection Charge (see Section 3(a) below)
- Provide any required Self-Lay Surety (per 3(b) below, including a completed Deposit Agreement)
- Provide any Required Security (see Appendix 8)

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.

What to do after Acceptance of the Connection Offer?

- Submit a Commencement Notice (see General Condition 11.3)
- Arrange a Pre-Commencement Meeting (and provide a first draft of the Register of Premises Served) (see General Condition 11.3)

Prior to connection to the Network(s), you must²:

- Complete the Water & Wastewater Services Infrastructure in accordance with this Connection Agreement
- Provide all Final Documents
- Provide all required Deeds of Grant of Wayleaves and Easements (including for any Arterial Pipe(s) – see Appendix 3, Part 3 (if applicable)) (per General Condition 13)
- Provide a Register of Premises Served (per General Condition 18)

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

Yours sincerely

¹ 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.

² See General Condition 11.15.

D. Phelan

Dermot Phelan
Connections Delivery Manager

Outcome of your Connection Application - Details

Providing a connection between the:

Water Works and Wastewater Works
(the "**Network(s)**")

AND

**The development located at St. Bridgets Taylane, Rathcoole, Dublin (the
"Development", as further described below)**

Following receipt of your application for a connection of your Development to the Network(s) (the "**Connection Application**", a copy of which is included in **Appendix 1**), Uisce Éireann is pleased to offer you ("**You**" or the "**Developer**"), a Connection between the Network(s) and the Development, subject to and in accordance with the conditions set out in this Connection Offer (the "**Connection Offer**"), the General Conditions for Self-Lay Connections (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).

1. Connection Agreement

We enclose a Letter of Acceptance for your consideration.

We would encourage You to read the entirety of this Connection Offer including the appendices hereto and, in particular, the General Conditions and the Special Conditions. If You are satisfied with these and wish to proceed, please:

- a) arrange for the Letter of Acceptance, duly executed by You, to be returned to **Uisce Éireann, PO Box 860, South City Delivery Office, Cork City** marked for the attention of *Dermot Phelan, Connections Delivery Manager*,
- b) arrange for payment of the Connection Charge in accordance with section 3(a) below;
- c) provide the required Self-Lay Surety (per 3(b) below);
- d) provide confirmation that any Required Security, as specified in Appendix 8 hereto, has been put in place.

You and Uisce Éireann acknowledge that there shall be no intention to create any legally binding contract between You and Uisce Éireann unless and until You have complied with the steps outlined at 1 (a) – (d) above. If, in the opinion of Uisce Éireann, You have not fully complied with any of the steps outlined at 1 (a) – (d) above, no legally binding contract shall come into force between You and Uisce Éireann.

Once You have fully complied with the steps outlined at 1 (a) – (d) above, the Connection Agreement shall become legally binding on You and Uisce Éireann (to the extent that any of the steps outlined at 1 (a) – (d) occur on different days, the Connection Agreement shall commence on the last date on which all the steps have been fully complied with).

The **Connection Agreement** is comprised of this Connection Offer, the General Conditions, the Special Conditions and the remaining appendices hereto. In the event and to the extent that any conflict or inconsistency arises as between these documents, the following order of precedence shall apply:

- i. Special Conditions
- ii. General Conditions for Self-Lay Connections
- iii. Connection Offer (and the remaining appendices hereto).

Uisce Éireann'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, Uisce Éireann 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 Uisce Éireann on the feasibility of a connection for your Development. Once the Connection Offer has been accepted by You, Uisce Éireann will begin a detailed design of the connection. If during the process of detailed design Uisce Éireann, 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 Uisce Éireann of monies in excess of that provided for by way of the Connection Charge,

then the Connection Agreement may be terminated by Uisce Éireann by way of written notice to the Customer.

The Connection Agreement shall constitute the entire agreement between You and Uisce Éireann.

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

The relevant Local Authority referred to in the General Conditions is: Sth Dublin County Council

2. Validity of Connection Offer

You have 90 days from the date of this Connection Offer to comply with the steps outlined at 1 (a) – (d) above in order to validly accept this Connection Offer. Thereafter, the Connection Offer shall lapse unless otherwise agreed in writing by Uisce Éireann.

3. Connection Charge & Self-Lay Surety

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

- (a) **Connection Charge**
The Water Connection Charge is €99,792.00
The Wastewater Connection Charge is €188,946.00

The Connection Charge is €288,738.00 (the "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 "Uisce Éireann" 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 Uisce Éireann 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 Uisce Éireann's bank account.

(b) **Self-Lay Surety**

In addition to the Connection Charge, You will also be obliged to provide Uisce Éireann with a Self-Lay Surety in the amount of €40,500.00 (the "**Self-Lay Surety**"); a breakdown of the Self-Lay Surety is set out in Appendix 4. The Self-Lay Surety can be made in the form of a cash bond (Please see Deposit Agreement in Appendix 8) or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections). Please refer to General Conditions 10 & 11 for further information in respect of the Self-Lay Surety.

Payment of the **Self-Lay Surety** can be made by:

- a. A separate Cheque, made payable to "Uisce Éireann" 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 Uisce Éireann reference number specified above in any communications and when making payment (see 'Our Reference' on the first page of this letter). The Self-Lay Surety will only be deemed paid when funds have cleared in Uisce Éireann's bank account.

4. Queries

If You have any queries in relation to the payment of the Connection Charge/Self-Lay Surety or otherwise, please contact Uisce Éireann Customer Service Department:

Telephone: 1800 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

5. 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 Uisce Éireann complaints process. Details of the Uisce Éireann Complaints Process are available on the Uisce Éireann website.

Once a legally binding Connection Agreement is entered into, all disputes in relation to your agreement with Uisce Éireann shall be resolved pursuant to General Condition 36.

6. Next Steps

Accept the Offer: Once You have complied with the steps outlined at 1 (a) – (d) above, You will receive a receipt of payment and Uisce Éireann or its agent will contact You in accordance with the General Conditions.

Submit Your Commencement Notice at least fourteen (14) days in advance of commencement of the Self-Lay Works – email developerscheduling@water.ie (see General Condition 11.3.1).

Arrange a Pre-Construction Site Meeting with Uisce Éireann – email developerscheduling@water.ie, giving at least ten (10) days' notice (see General Condition 11.3.2).

Letter of Acceptance (This copy to be returned to Uisce Éireann duly completed)

Uisce Éireann
PO Box 860
South City Delivery Office
Cork City

I/We refer to the Connection Offer dated 25/04/2024.

I/We confirm that I/we have read and understood the Connection Offer and the Appendices attached to the Connection Offer comprising the following:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Served

Note: The documentation contained in **Appendix 6** and **Appendix 9** are included in the Memory Stick accompanying the Connection Offer. By accepting this letter, the Developer acknowledges and agrees that he/she has accessed the said Memory Stick and read and understood the contents thereof and that he/she acknowledges that these documents form part of the Connection Offer.

I/We also confirm that I/we will complete the Register of Premises Served (contained in **Appendix 10**) and provide it to Uisce Éireann at the required intervals.

I/We acknowledge that the Connection Agreement is formed by acceptance of the Connection Offer, which consists of the documents set out above, and I/we accept Uisce Éireann's Connection Offer for connection to the Network(s) specified in the Connection Offer on the terms and conditions set out therein.

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 25/04/2024 and all documents forming part of 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 Uisce Éireann unless and until I/we have:

- a) completed and returned this Letter of Acceptance;
- b) paid the Connection Charge;
- c) provided the required Self-Lay Surety. The Self-Lay Surety can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections);
- d) provided confirmation any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

I/we have made payment for Connection Reference CDS2100804401 via

Electronic Funds Transfer EFT
Cheque

I/we have made Self-Lay Surety payment for Connection Reference CDS2100804401 via

Electronic Funds Transfer EFT
Cheque

I/we have completed any ancillary agreement documents required under the Uisce Éireann
Financial Security Policy in connection with the Self-Lay Surety

Developer Name: RUSHMORE DEVELOPMENTS LIMITED (Company Number
- 645574)

Developer Address: AUGHT, TURE, MUFF CO. DONEGAL F93 P446, MUFF,
DONEGAL, F93P446, IRELAND

Developer Reference: CDS2100804401

Developer Site Address St. Bridgets Taylane, Rathcoole, Dublin

Developer's signature:

_____  _____

For and on behalf of:

RUSHMORE DEVELOPMENTS LIMITED

Print full name of Developer in BLOCK letters:

Date: 11-7-24

Letter of Acceptance (This Copy to be retained by You)

I/We refer to the Connection Offer dated 25/04/2024. I/We confirm that I/we have read and understood the Connection Offer and the Appendices attached to the Connection Offer comprising the following:

Appendix 1	Connection Application
Appendix 2	General Conditions for Self-Lay Connection
Appendix 3	Special Conditions
Appendix 4	Connection Charge Summary
Appendix 5	Specification
Appendix 6	Codes of Practice and Standard Details
Appendix 7	Forms of Deed of Grant
Appendix 8	Required Security (as applicable)
Appendix 9	Quality Assurance Regime
Appendix 10	Register of Premises Serviced

Note: The documentation contained in **Appendix 6** and **Appendix 9** are included in the Memory Stick accompanying the Connection Offer. By accepting this letter, the Developer acknowledges and agrees that he/she has accessed the said Memory Stick and read and understood the contents thereof and that he/she acknowledges that these documents form part of the Connection Offer.

I/We also confirm that I/we will complete the Register of Premises Serviced (contained in **Appendix 10**) and provide it to Uisce Éireann at the required intervals.

I/We acknowledge that the Connection Agreement is formed by acceptance of the Connection Offer, which consists of the documents set out above, and I/we accept Uisce Éireann's Connection Offer for connection to the Network(s) specified in the Connection Offer on the terms and conditions set out therein.

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 25/04/2024 and all documents forming part of 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 Uisce Éireann unless and until I/we have:

- a) completed and returned this Letter of Acceptance;
- b) paid the Connection Charge;
- c) provided the required Self-Lay Surety. The Self-Lay Surety can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections);
- d) provided confirmation any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

I/we have made payment for Connection Reference CDS2100804401 via

Electronic Funds Transfer EFT
Cheque

I/we have made Self-Lay Surety payment for Connection Reference CDS2100804401 via

Electronic Funds Transfer EFT
Cheque

I/we have completed any ancillary agreement documents required under the Uisce Éireann
Financial Security Policy in connection with the Self-Lay Surety

Developer Name: RUSHMORE DEVELOPMENTS LIMITED (Company Number
- 645574)

Developer Address: AUGHT, TURE, MUFF CO. DONEGAL F93 P446, MUFF,
DONEGAL, F93P446, IRELAND

Developer Reference: CDS2100804401

Developer Site Address St. Bridgets Taylane, Rathcoole, Dublin

Developer's signature:

_____  _____

For and on behalf of:

RUSHMORE DEVELOPMENTS LIMITED

Print full name of Developer in BLOCK letters:

Date: 11-7-24