

WESTERN PROVINCE RURAL WATER SUPPLIES ORDINANCE 1995

[**Consolidation:** This is a consolidation of the principal Ordinance and amendments or intended amendments as at October 1995, Errors in spelling or grammar or omissions of words in the Gazetted Ordinance have been corrected in this Consolidation. This is not an authorised version of the Ordinance.

The principal Ordinance came into effect on 16 June 1995 upon Gazettal under 124 59/95.

The enactments consolidated are:

WP Rural Water Supply Ordinance 1995]

AN ORDINANCE to establish a system for implementation and future maintenance of rural water supplies in the Western Province.

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PART I PRELIMINARY

1. Short Title and Commencement - This Ordinance is called the Western Province Run] Water Supplies Ordinance 1995 and shall come into force upon the approval of the Minister in accordance with section 32 of the Provincial Government Act 1.981 and publication in the Solomon Islands Gazette.

2. Purpose - The purpose of the Ordinance is to establish a system for survey, construction and future maintenance of rural water supplies in Western Province.

3. Interpretation - In this Ordinance, unless the context otherwise requires:

'Area Council means an Area Council established under the Western Province Area Council Ordinance 1989;

'Caretaker' means a person appointed as Caretaker by a Community Water Supply Committee;

Community means a rural group of families, whether belonging to a village or otherwise a village or villagers who have collectively organised themselves to provide a Rural Water Supply for their own use;

'Executive" means the Western Provincial Executive;

'Project renovation" means restoration work to a scheme that has suffered serious damage by landslide, floods or cyclone where minor or major maintenance cannot

remedy the damage, and includes work required as a result of the water source drying up, or the chemical composition of the water (eg. presence of lime) preventing the scheme functioning, or increased demand from increasing population, or because the scheme is very old or the water source is polluted or because the scheme does not function as required;

'Rural Water Supply' means a piped supply of water to a community and includes the water source;

"RWSD" means the Rural Water Supply Division of the Western Provincial Government and includes its employees and any staff seconded to it;

'Scheme" means a rural water supply;

'Water Committee" means a Community Water Committee appointed under section 6 of this Ordinance.

PART II

SURVEY AND CONSTRUCTION

4. Initial Request - (I) Any Community requiring an improved water supply system shall first inform its local Area Council by delivering to the Secretary of the Area Council Notice in the Form set out in Schedule 1A of this Ordinance, On receipt of the Notice the Secretary shall forward the Notice to RWSD and advise the members of the Area Council of the request.

5. Explanation of Ownership - On receipt of the Notice RWSD shall arrange to visit the Community and explain in detail to its members the concept of community ownership of a water supply system and the ongoing responsibilities for its operation and maintenance, and shall carry out an initial survey of the water source.

6. Water Supply Committee - Should a Community decide to proceed further it shall appoint a Community Water Committee made up as set out in Schedule 2A of this Ordinance. The Committee shall have the duties and responsibilities set out in Schedule 2B of this Ordinance.

7. Survey and Construction Agreement - (1) Following receipt of advice of the formation of a Community Water Committee RWSD shall survey the source and line of the proposed Water supply and design a scheme. On completion of survey and after resolution of any issues related to land ownership and any technical problems. RWSD and the Community shall sign a Construction Agreement in the form set out in Schedule 1B of this Ordinance. As soon as the Water Committee has raised funds, gathered all materials, arranged for labour and advised RWSD accordingly, RWSD shall schedule the date of construction and arrange for delivery of any materials to be provided by RWSD, to the construction site.

(2) The Community shall be responsible for funding not less than 25% of the cost of the finished scheme. The actual percentage share of any particular project shall be set out in the completed Construction Agreement.

8. Ownership and Completion Certificate - On completion of construction RWSD shall deliver a Certificate in the form set out in~ Schedule IC of this Ordinance to the Water Committee and on payment of the agreed price shall deliver to the Committee the tools required to maintain the scheme as al-c set out in Schedule 3 of this Ordinance.

9. Extension to Water Supply System - If any Community wishes to extend a scheme it shall request RWSD accordingly and thereafter shall follow the procedure, with such modification as appropriate, for establishing a new scheme.

PART III EQUIPMENT MAINTENANCE AND TRAINING

10. Tools - It shall be the responsibility of the Community Water Committee to ensure that at all times it has a full complement of tools for maintenance of the scheme as detailed it~ Schedule 3 of this Ordinance. The Committee shall establish and maintain a Maintenance Fund raised from the Community from which tools and replacements are purchased and from which any other financial obligations imposed under this Ordinance arr to be met- The safe custody of the tools shall be the responsibility of the Water Committee.

11. Maintenance - (1) The completed scheme shall be inspected at regular intervals by the Caretakers and maintenance carried out immediately any fault is discovered.

(2) Minor maintenance, which for the purposes of this Ordinance means repair or replacement valued at up to \$500.00) of leaking bib cocks, stopcocks, gate valve, foot valves, water tank, guttering, rainhead down pipe, stand pipe, down pipe base, concrete tank, dams, pump washer, branch line leaks and main line leaks, shall be the responsibility of the Community and the Area Council.

(3) Major maintenance, which for the purposes of this Ordinance means repairs and replacement valued between \$500.00 and \$2,000.00 of damage to catchment area, damage of whole mainline, damage of whole storage tank, damage of whole reticulation line or any other damage, shall be carried out with the technical assistance and at the cost of RWSD and the Community shall provide volunteer labour as required.

(4) Where project renovation is required the Community shall provide 25% of the cost of renovation and supply volunteer labour and RWSD shall supply 75% of the cost arid technical assistance.

(5) Where any fault in the scheme has been caused by neglect or wilful damage for which the Community is held responsible by RWSD the cost of any remedial work carried out by RWSD shall be met by the Community.

12. Existing Schemes - On the date of coming into force of this Ordinance all existing schemes shall be deemed to belong to the Communities which they serve. It shall be the responsibility of each such Community to establish a Water Committee, appoint Caretakers, purchase a set of appropriate tools and establish a maintenance fund all as herein before described. All existing schemes shall be presumed from the date of coming into force of this Ordinance to have all relevant consents and no claim for compensation shall then be competent.

13. Training - RWSD shall train to an acceptable standard all Caretakers appointed by Water Committees for existing as well as for new schemes and shall maintain a store of tools available for purchase by any Water Committee.

PART V MISCELLANEOUS

14. Land Rights - (1) After a survey has been completed and the source of water identified as well as the line it will follow to the site of the Community, and the community has decided to proceed, the Water Committee shall obtain the consent of the landowners of the source and of the line to be taken by way of a written agreement in terms of Schedule 4 of this Ordinance. Where appropriate the Community Water Committee may negotiate compensation to the landowner which shall be limited to the value of any loss suffered by the landowner, and not the value of any benefit accruing to the Community by the provision of the scheme,

(2) In the event of a landowner refusing to allow any scheme to proceed or on a failure to agree compensation RWSD may:

(a) issue a Certificate in the form set out in Schedule S of this Ordinance: or

(b) cause the land to be compulsorily acquired pursuant to the procedures in Part V of the Land and Titles Act (Cap. 93).

(3) Service of a Certificate under Schedule 5 on any landowner shall have the effect of deeming the landowner to have given, consent to the construction and maintenance of the scheme so far as it affects him or her,

(4) Any landowner so served shall not be entitled to prevent the construction of the scheme but shall have the right to have any loss suffered by him assessed by the Magistrates Court and an award made, subject to the sum awarded being restricted in terms of subsection 14(I) of this Ordinance.

(5) RWSD shall at all times be permitted to walk over and inspect any water source or proposed source of a scheme and its line to the Community without hindrance from the landowner without compensation except in the case of wilful damage.

(6) The Community Water Committee and its Caretakers shall at all times have the right to walk over and inspect and repair the source or proposed source of a scheme and its line to the Community without hindrance from the landowner without compensation except in the case of wilful damage.

15. Illegal Connections – (1) No person shall connect into any scheme for the purpose of drawing water from the scheme without the written consent of the Community which the scheme serves,

(2) Any person obtaining such consent shall thereupon request RWSD to make the connection and if RWSD is satisfied that the connection may be made without significant detriment to the whole scheme, RWSD may make the connection at the expense of the person requesting it,

(3) The Community's consent may be granted subject to such conditions as required by the Community Water Committee, including but without limiting the Committee's discretion conditions as to the hours when water may be drawn and the payment of a share of the maintenance cost of the scheme, and any other conditions imposed by the Water Committee upon the Community.

(4) If any person to whom such consent is granted fails to comply with any conditions of the connection the Water Committee may withdraw the consent and disconnect the supply.

(5) Any person who makes a connection to a scheme without the consent of the Community commits an offence and is liable on conviction to a fine of \$50.00.

16. Extensions - Any Community or person wishing to take an extension of a scheme may make application to the appropriate Water Committee and Area Council. Provided that the Water Committee and the Area Council agree then the extension may be installed on the same terms with the appropriate amendments, as are set out in this Ordinance for installation of a scheme. The applicant Community or person shall meet 25% of the cost of the extension.

17. Offences - (1) Any person who prevents or attempts to prevent or obstruct RWSD or any member of a Water Committee or a Caretaker from inspecting a water source or proposed water source and its line to a Community either for survey construction or maintenance commits an offence and is liable on conviction to a fine not exceeding \$200.00.

(2) Any person who, a Certificate under section 14 of this Ordinance having been issued and served, hinders or prevents or attempts to prevent the use of a water source for a scheme, or hinders or prevents or attempts to prevent the survey, construction and maintenance of such a scheme either at the source or along the line of pipes to the Community which it will serve, commits an offence and is liable on conviction to a fine not exceeding \$200.00 plus a further fine of \$20.00 for each day that survey, construction

or maintenance is delayed.

18. Damage to Scheme - Any person who damages any of the items listed in Part A of this section commits an offence and is liable on conviction to a fine not exceeding the corresponding amount set out in Part B of this section.

<u>PART A</u>	<u>PART B</u>
Damage	\$300 .00
Main line	\$1000.00
Reticulation line	\$500.00
Stand pipe	\$250.00

19. Regulations - The Executive shall have power to make Regulations where appropriate to implement the terms of this Ordinance.

SCHEDULE 1A
Section 4

REQUEST FOR ASSISTANCE FORM

We, the undersigned, representing (Name of Community) have decided to build a water supply. We therefore we requesting assistance from the Rural Water Supply Division of Western Province.

In reaching the decision, we have conducted meetings with the Community and have obtained their commitment and support for this undertaking.

We understand flint we are responsible for the decisions we will make in proceeding with this project.

In accepting full responsibility and ownership of the project, we understand that we must organise ourselves in a way to carry our responsibilities. The Community will maintain continued involvement of the villagers in deciding on an undertaking all of the work involved this project. Some of the main activities we will be responsible for are:

1. Forming a Water Committee to represent the village, call meetings, and direct project activities.
2. Provide information about local water customs and practices.
3. Provide information about traditional and alternative water sources.
4. Assist in carrying out a technical survey
5. Obtaining and supplying cash labour and materials for this project.

6. Nominating candidates to become trained as Caretakers of the scheme.
7. Arranging for any support needed by the Caretakers.
8. Providing accommodation for the construction team during Construction.
9. Establish and make contributions to a maintenance fund to support the costs of maintenance systems and other (financial responsibilities).
10. Accepting ownership and responsibility for operating and maintaining the scheme.

We understand that to the extent possible RWSD will provide us with technical advice, guidance and support throughout the process, provided that a reliable source of water is available.

On day of 199.

we held a meeting with the villagers and obtained a consensus and their commitment to contribute within their ability the time, energy and money necessary for this project.

We, the undersigned, make this request in the name of the people of the Community.

Signature

Signature

Signature

Signature

Date of this request

SCHEDULE 18 Section 2

COMMUNITY WATER SUPPLY CONSTRUCTION AGREEMENT

Western Province

District

Location

Date

PART I

We, the undersigned, members of the (name of Community) Water Committee in the name of the Community hereby agree to the terms of this agreement as set out below.

Section 1

As duly appointed members of the Water Committee we will, to the best of our ability, promote and maintain Community interest and support for our water supply project.

Section 2

(a) We will be responsible for organising and providing voluntary labour and local materials as specified below

(b) We will contribute to of the finished cost of the project and we acknowledge that this contribution, in the amount of \$ shall be paid before work on the project is commenced.

Section 3

We will arrange and provide accommodation (or (number) members of RWSD construction supervisors during the construction period.

Section 4

We will nominate (number) candidates for water supply Caretakers who will receive on the job training during Construction.

Section 5

We will provide the necessary tools, spare parts and support to the Caretakers to operate and maintain the water system properly.

Section 6

We will provide person/days or volunteer labour beginning on or about (date) and ending on about (date).

Section 7

We will obtain and stockpile at the construction site (tonnes/yards) of clean sand and (tonnes/yards) of clean gravel by (date).

Signed Date Signed Date

PART 2: Rural Water Supply Division Assistance

We the undersigned, representing the Western Province Rural Water Supply Division, agree to provide the technical assistance advice and construction supervision necessary for the successful execution of the (Community name) water supply project.

Signed Date Signed Date

PART 3: Termination

Either party to this agreement may terminate its participation if any of the conditions stipulated herein are not met by the other party.

SCHEDULE 1C
Section 8

**COMMUNITY WATER SUPPLY OWNERSHIP AND
COMPLETION CERTIFICATE**

Western Province

District

Location

Date

We the undersigned, members of the Community Water Committee, do hereby accept on behalf of the people we are the rightful owners of the Community Water System, all rights and responsibilities relating to the management, operation, maintenance and repair of the water system.

The water system consisting of the following components:*

has been duly inspected and found to be complete and it~ good working order. This water system which was built by the residents of Community with the assistance of the Provincial Water Supply division is for the benefit of the whole Community, therefore we as members of the Committee on behalf of the people accept full responsibility for properly operating and maintaining the water system.

Signed Date Signed Date

* Dug well, borehole, hand pump, rainwater catchment and tank, spring box or dam, transmission and reticulation pipelines, public taps and showers, etc.

SCHEDULE 2
Section 6
WATER COMMITTEE

A. Composition

1. The Committee shall be chosen by the Community and shall consist of 4 to 5 members, who may include chiefs, village elders, teachers, members of women's groups and other interested parties resident in the Community.
2. The Committee shall appoint a President Secretary and Treasurer.
3. The membership of a Committee shall be for one year but all members are eligible for reappointment.
4. Written Minutes of every meeting shall be kept by the Secretary.
5. All funds for purchasing tools, replacing for other purposes referred to in the Ordinance shall be kept in safe custody by the Treasurer who shall keep a record of all income and expenditure.

B Duties and Responsibilities

The Committee is required to:

1. Represent the Community in contact with RWSD regarding the scheme.
2. Collect funds needed to carry out scheme maintenance.
3. Authorise the purchase of spare parts as needed.
4. Select and supervise Caretakers for scheme inspection and maintenance.
5. Maintain records of scheme maintenance and funds authorised for spare parts.
6. Report major problems to RWSD staff and monitor progress on repairs.
7. Be responsible for safe keeping of water supply repair tools and spare parts,
8. Decide if scheme extensions are acceptable and how they should be paid for. The Committee should also contact RWSD for staff to determine the technical practicality of any expansion.

SCHEDULE 3

Section 9

TOOLS

System Type	Basic Tools required	Number
Gravity Feed	Adjustable pipe wrench -2" inch jaw opening.	2
Rain water catchment	Adjustable spanner - 1" to 2'	

	opening.	
Hydraulic Ram	Long handled spade	1
	Trowel - pointed tip	1
	Hacksaw	1
	Wire brush	1
	5 litre container	1
	Screw driver - approx. 18" length	1
	Trowel – rectangular	1
	Crowbar	1
	Pick	1
	Hacksaw	1
Hand pumps	Adj pipe wrench - 2"	1
	Adj spanner - 1" to 2"	1
	Trowel - pointed	1
	Long handled spade	1
	5 litre container	1
	Trowel - rectangular	

SCHEDULE 4
Section 14
AGREEMENTS WITH LANDOWNERS

Part I

AGREEMENT TO LAY AND MAINTAIN WATER PIPES AND CONVEY WATER
AGREEMENT made this day of
199

BETWEEN the persons whose names are set out in the First Schedule to this Agreement
(called 'the landowners')

AND the persons whose names are set out in the Second Schedule to this Agreement
(called 'the community')

WHEREAS

1. The landowners are the owners in custom of the land described in the Third Schedule of this Agreement (called "the land").
2. The persons named in the Second Schedule comprise the Community Water Committee.
3. The landowners have agreed to grant to the community the right to convey water by pipeline over the and to enter onto the land from time to time to maintain the pipeline, subject to the terms and conditions of this Agreement.

NOW IT IS AGREED between the parties that

The landowners (so to bind their administrators and assigns) agree to grant to the community the right to convey water under and across the land in a line of pipes along the line marked in red on the plan attached to this Agreement together with the further right for the community its servants agents and workmen to enter upon the [and for the purpose of opening up the soil and inspecting and cleaning and repairing the water pipeline and maintaining them in good condition.

2. In carrying out any works under this Agreement the community shall cause *as* little damage as possible to the surface of the land and shall at its own cost restore the surface of the land as near as may be to the condition it was in prior to the commencement of the work.

3. The landowners throughout the term of this Agreement shall do nothing to impede or prevent the free flow of water through the pipes.

4. The rights agreed to be granted in this document are declared to be in the nature of an easement in gross but the community shall not assign or otherwise dispose of the rights without the prior written consent of the landowners.

5. This Agreement shall bind the landowners and their respective administrators and assigns and the community and their successors and permitted assigns.

**FIRST SCHEDULE
SECOND SCHEDULE
THIRD SCHEDULE**

IN WITNESS WHEREOF this agreement was executed the day and year above written.

Signed by

(landowners) in the presence of:

Signed by

(community members) in the presence of:

Part II
AGREEMENT TO TAKE WATER
AGREEMENT made this
199

day of

BETWEEN the persons whose names are set out in the First Schedule to this Agreement (called "the landowners")

AND the persons whose names are set out in the Second Schedule to this Agreement (called 'the community')

- WHEREAS
1. The landowners are the owners in custom of the land and water source described in the Third Schedule of this Agreement (called 'the source').
 2. The persons named in the Second Schedule comprise the Community Water Committee.
 3. The landowners have agreed to grant to the community the right to take water from the source and to enter onto the and from time to time to maintain the facilities connected with the taking of the water, subject to the terms and conditions of this Agreement.

NOW IT IS AGREED between the parties that

- I. The landowners (so to bind their administrators and assigns) agree to grant to the community the right to take water from the source from the dam or catchment in the position marked in red on the plan attached to this Agreement together with the further right for the community its servants agents and workmen to enter upon the land for the purpose of inspecting and cleaning and repairing the water catchment facilities and maintaining them in good condition.
2. In carrying out any works under this Agreement the community shall cause as little damage as possible to the surface of the land and the source and shall at its own cost restore the surface of the land as near as may be to the condition it was in prior to the commencement of the work.
3. The landowners throughout the term of this Agreement shall do nothing to impede or prevent the taking of water through the facilities.
4. This Agreement shall bind the landowners and their respective administrators and assigns and the community and their successors and permitted assigns.

**FIRST SCHEDULE
SECOND SCHEDULE
THIRD SCHEDULE**

IN WITNESS WHEREOF this agreement was executed the day and year above written.

Signed by

(landowners) in the presence of

Signed by

(community members) in the presences of:

SCHEDULE 5
Section 14(2)
CERTIFICATE

This is to certify that I/we Officer/s of the Runt Water Supply Division of the Western Province have surveyed the proposed water supply at (source) and the line to the Community and I/we confirm, that the scheme is operable and the source and line of pipe to the Community are suitable and acceptable from an engineering standpoint.
Dated at the day of 19

Signed by

in the presence of: