PARLIAMENT OFFICE,
Public Buildings,
Georgetown,
Guyana.

21st November, 1995

The following Bill which was introduced in the National Assembly is published for general information.

F. A. Narain,
Clerk of the National Assembly.

GUYANA

BILL No. 19 of 1995

DRAINAGE AND IRRIGATION (DECLARATION OF AREAS) BILL 1995

ARRANGEMENT OF SECTIONS

SECTION

A BILL
Intituled

AN ACT to provide for the declaration of certain areas of land owned by the Guyana Sugar Corporation Limited, as drainage and irrigation areas, for the construction of certain works therein and for purposes connected therewith or incidental thereto.

A.D. 1995 Enacted by the Parliament of Guyana:-

Short title. 1. This Act may be cited as the Drainage and Irrigation (Declaration of Areas) Act 1995.

Interpretation. 2. In this Act -

Cap. 89:01 (a) "GUYSUCO" means the Guyana Sugar Corporation Limited, a company incorporated under the Companies Act;

(b) "the Board" means the Drainage and Irrigation Board established under the Principal Act;

Cap. 64:03 (c) "the Principal Act" means the Drainage and Irrigation Act;

(d) "work" shall have the meaning assigned to that expression by the Principal Act.

Declaration of drainage and irrigation areas. Schedule

3.(1) Anything to the contrary contained in the Principal Act notwithstanding, but subject to the provisions of this Act, the areas described in the First Schedule shall be and are hereby declared to be drainage and irrigation areas for all puirposes as though they had been declared to be such by order made under section 18, and published as contemplated under section 19 of the Principal Act.

(2) The name of the drainage and irrigation areas declared under this section shall be the GUYSUCO Drainage and Irrigation Areas; and the name and boundaries of each area shall be as specified in the First Schedule.

Validation of certain acts. First Schedule

4. All acts done by the Board, its servants and agents or any servant or agent of the Government in respect of the construction of any works in the areas described in the First Schedule are hereby declared to be lawful and valid to the extent that such acts would have been lawful and valid if the procedure prescribed in Part III of the Principal Act in respect of the declaration of drainage and irrigation areas and the construction therein of works had been observed in relation to the areas and works aforesaid.

Vesting of lands in the Board. First Schedule

5. Subject to section 6(7), all lands in the areas described in the First Schedule wherein or whereon any works are constructed together with such works shall vest in the Board and shall be the property of the Board and the provisions of section 20 of the Principal Act shall apply to all such works.

Modified application of the Principal Act.

6.(1) Notwithstanding the provisions of the Principal Act, including Part VI (dealing with general financial provisions), the provisions of the Subsidiary Agreement shall apply to the GUYSUCO Drainage and Irrigation Areas.

(2) The capital costs (within the meaning of the expression in the Principal Act) of the construction of the works to be carried out in respect of the Project under the Subsidiary Agreement shall be defrayed out of moneys provided by and in accordance with the said Subsidiary Agreement:

Provided that GUYSUCO shall reimburse the Government for any additional funds provided by Government under the Agreement for the construction of the works if the cost of construction thereof exceeds the estimated cost therefor.

(3) The Board shall engage GUYSUCO to execute the works in respect of the Project on its behalf and to operate and maintain on its behalf the works situate within the GUYSUCO Drainage and Irrigation Areas and GUYSUCO shall set off its cost for doing so against its liability to the Board for drainage and irrigation rates payable under the Principal Act.

(4) Notwithstanding the provisions of sub-section (3), the Board shall not be liable to pay to GUYSUCO any amount by which GUYSUCO's cost of executing the project and operating and maintaining the drainage and irrigation works situate upon its estates, as calculated in the formula in Section 2 of the Subsidiary Agreement, exceeds its liability for drainage and irrigation rates.

(5) In consideration of the benefits to be derived by GUYSUCO, GUYSUCO shall be liable to pay -

(a) to the Government a cess payable as set out in the Second Schedule, commencing on the first due date after the first reimbursement of moneys to GUYSUCO under Section 2 of the Subsidiary Agreement;

(b) to the Board the annual cost of insurance for equipment and the cost of meeting the administrative, accounting and clerical obligations under the Subsidiary Agreement.

(6) Section 34 of the Principal Act shall apply mutatis mutandis to and in relation to the areas declared as drainage and irrigation areas under section 3, subject to the substitution in sub-section (2) thereof for the words "vest in the State as Government land" of the words "vest in the owners who owned the said lands on the date immediately preceding the date of the commencement of this Act"

(7) In this section -

(a) "Agreement" means the Loan Agreement dated 14th February, 1994 between the Caribbean Development Bank and the Government of the Co-operative Repul of Guyana;

(b) "Subsidiary Agreement" means the Agreement dated between the Government of the Co-operative Republi of Guyana, the Board and GUYSUCO;

(c) Words defined in the Agreement which are used, but defined, in this Act shall have the meanings they hav in the Agreement.

Insertion of new section 3A in the Drainage and Irrigation (Amendment) Act 1994 No.13 of 1994.

7. The Drainage and Irrigation (Amendment) Act 1994 is hereby amended by the insertion immediately after section 3 of the following section -

"Transfer of assets and liabilities

No. 22 of 1983.

3A. (1) The assets (including rights and interests) and liabilities within the area of each Regional Democratic Council, which, but for tl passing of the Drainage and Irrigation Board (Transfer of Functions) Act 1983, would be the assets and liabilities of the Board shall, in respect of the assets (including rights and interests) without further assurance be transferr to, and vested in the Board, and in respect of tl liabilities be discharged by, and be enforceable against the Board.

(2) All unpaid rates together with interest thereon and all fees, charges and debts of whatsoever description due or payable to eac Regional Democratic Council in respect of its drainage and irrigation area before the coming into operation of this Act shall be payable to or recoverable by the Board.

(3) The Board may, for the purpose of discharging the functions conferred on it by this Act, continue to employ on such terms and conditions as may be agreed on between the Board and the person concerned such of the persons employed with each Regional Democratic Council immediately before the coming into operation of this Act, and in respect of any person so employed the Board shall be the successor of the Regional Democratic Council with regard to his leave or superannuation rights or benefits whether accrued, earned, inchoate or contingent.

Provided that any person who is so employed by the Board shall be employed on terms and conditions which taken as a whole are no less favourable than those applicable to him immediately before the said day.".

FIRST SCHEDULE s. 4

A

Drainage and Irrigation Area Enterprise to Pros-myra

That area of land situated between Enterprise and Pros-myra, commencing on the right bank of the Canje Creek at the point of intersection with the southern boundary of Enterprise and extending northwards along the right bank of the Canje Creek to the point of intersection with the northern boundary of Plantation Canefield to the point of intersection with the western boundary of Plantation Pros-myra, thence in a northerly direction along the western boundary of Plantation Pros-myra to the point of intersection with the southern boundary of the Grand Canal, thence in an easterly direction along the southern boundary of the Grand Canal to the point of intersection with the eastern boundary of New Dam, thence in a southerly direction along the eastern boundary of New Dam, Canefield and Enterprise to its intersection with the southern boundary of Plantation Enterprise thence in a westerly direction along the southern boundary of Plantation Enterprise to the point of commencement.

SCHEDULE

B

Belle Vue to Veerburg L'invertitude

That area of land situated between Canal No. 2 and Voorburg L'incertitude, commencing at the point of intersection with the southern boundary of Canal No. 2 and the left bank of the Demerara River and extending southwards along the left bank of the Demerara River to its intersection with the dam between Plantation Jacob's Lust and Voorburg L'incertitude, thence in a westerly direction along this said dam to its intersection with the western boundary of lease No. A5220, thence in a northerly direction along the said western boundary of lease No. A5220, thence along the southern and western boundaries of License of Occupancy No. A322, thence in a easterly direction along the northern boundary of license No. A322 to the point of intersection with the right bank of the Hubabu Creek, thence in a northerly direction along the right bank of the Hubabu Creek to the point of intersection with the southern boundary of lease No. A366, thence along the southern and western boundaries of lease No. A366 to the point of intersection with the northern boundary of lease No. A366, thence in an easterly direction to the point of intersection with the right bank of the Hubabu Creek, thence from the point of intersection of the left bank of the Hubabu Creek and the northern boundary of lease No.5848 in an easterly direction along the northern boundary of lease No.5948 to the point of intersection of the western boundary license No. A38, thence in a northerly direction along the western boundary of No. A38, thence in an easterly direction along the northern boundary of license No. A38 to the point of intersection with the western boundary of Plantation The Bell, thence in a northerly direction along the western boundary of Plantation The Bell to the point of intersection with the southern boundary of Canal No. 2 Polder to the point of commencement.

SCHEDULE
C
Liliendaal to La Bonne Intention

That area of land situated between Liliendaal and La Bonne Intention commencing at the point of intersection with the Atlantic Coast and the eastern boundary of Plantation La Bonne Intention and extending southwards along the eastern boundary of Plantation La Bonne Intention to the point of intersection with the East Demerara Water Conservancy Dam, thence in a westerly direction along the East Demerara Water Conservancy Dam to the point of intersection with the eastern limit of the Lamaha Canal reserve, thence in a northerly direction along the eastern limit of the Lamaha Canal reserve to the point of intersection with the Cummings Lodge Middle Walk Dam, thence in a northerly direction along the Cummings Lodge Middle Walk Dam to the point of intersection with the eastern prolongation of the back boundaries of Plantations Cummings Lodge, Turkeyen, Pattensen and Liliendaal to the point of intersection with the western boundary of Plantation Liliendaal, thence in a northerly direction along the western boundary of Plantation Liliendaal to the point of intersection with the Atlantic Coast thence in an easterly direction along the Atlantic Coast to the point of commencement.

SCHEDULE
D
Eccles to Great Diamond

That area of land situated between Plantations Eccles/Haags Bousch and Great Diamond commencing at the point of intersection of the northern boundary of Plantation Eccles and the right bank of the Demerara River, thence in an easterly direction along the northern boundary of Plantation Eccles and Haags Bousch to the point of intersection with the East Demerara Water Conservancy Dam, thence in a southerly direction along the East Demerara Water Conservancy Dam to the point of intersection with the southern boundary of Plantation Great Diamond, thence in a westerly direction along the southern boundary of Plantation Great Diamond to the point of intersection with the right bank of the Demerara River, thence in a northerly direction along the right bank of the Demerara River to the point of commencement.

SCHEDULE
E
Tuschen to Cornelia Ida

That area of land situated between Plantations Tuschen and Cornelia Ida, commencing at the point of intersection of the western boundary of Plantation Tuschen and the Atlantic Coast, thence in a easterly direction along the Atlantic Coast to the point of intersection with the eastern boundary of Plantation Cornelia Ida, thence in a southerly direction along the eastern boundary of Plantation Cornelia Ida, to the point of intersection with the Boerasirie Water Conservancy Dam, thence in a westerly direction along the Boerasirie Water Conservancy Dam to the point of intersection with the western boundary of Plantation Tuschen, thence in a northerly direction along the western boundary of Plantation Tuschen to the point of commencement.

SCHEDULE
F
East Lothian to Johns

That area of land situated between East Lothian and Johns, commencing at the point of intersection of the Atlantic Coast and the eastern boundary of Plantation Johns, thence in a southerly direction along the eastern boundary of Plantation Johns, License of Occupancy No. 2873, lease No. A619 and lease No. A2105, thence in a westerly direction along the southern boundary of lease No. 2105 to the point of intersection with the western boundary of lease No. A2105, thence in a northerly direction along the western boundary of lease No. A2105, to its intersection with the northern boundary of lease No. 2105, thence in an easterly direction along the northern boundary of lease No. 2105 to the point of intersection with the western boundary of License of Occupancy No. A 173, thence in a northerly direction along the western boundary of License of Occupancy No. A 173, lease No. A 342 to its intersection with the northern boundary of the Grand Canal, thence in an easterly direction along the northern boundary of the Grand Canal to an iron paal branded DHEH, thence N 354° 58' 25" - 6400.42 feet, thence N 89° 00' 33" - 6520.43 feet, thence N 175° 18' 36" - 9980.80 feet to an iron pipe in concrete base branded B.J.B.. thence in an easterly direction along the northern boundary of the Grand Canal and its eastern prolongation to its intersection with the western boundary of Plantation Kilcoy thence in a northerly direction along the western boundary of Plantation Kilcoy to its intersection with the Atlantic Coast to the point of commencement save and except the area of land contained within the Rose Hall Village, Corentyne Drainage and Irrigation Area.

SCHEDULE
G
Belle Vue to Overwinning

That area of land situated between Belle Vue and Overwinning commencing at the point of intersection of the southern boundary of Plantation Belle Vue and the right bank of the Berbice River, thence in a northerly direction along the right bank of the Berbice River, to its intersection with the northern boundary of Plantation Glasgow, thence in an easterly direction along the northern boundary Plantation Glasgow and Overwinning to the point of intersection with the eastern boundary of Plantation Overwinning, thence in a southerly direction along the eastern boundary of Overwinning, lease No. A 2395, License of Occupancy No. A 170, License of Occupancy No. A 275, License of Occupancy No. 276 and License of Occupancy No. A 243, thence in a westerly direction along the southern boundary of Permission No. 1349, Licenses of Occupancy Nos. A 199, A 402, A 714 and A 3569, to the point of intersection with the western boundary of Plantation Belle Vue, thence in a northerly direction along the western boundary of Plantation Belle Vue to the point of commencement.

SCHEDULE
H
Lot No. 75 to Lot No. 83

That area of land situated between Lot No.75 and Lot No. 83 commencing at the point of intersection of the northerly boundary of Lot No. 75 and the left bank of the Corentyne River, thence in a southerly direction along the left bank of the Corentyne River to the point of intersection with the southern boundary of Lot No. 83, thence in a westerly direction along the southern boundary of Lot No. 83 to the point of intersection with the southern boundary of License of Occupancy No. A234, thence in a westerly direction along the southern boundary of License of Occupancy No. A234 to the point of intersection with the southern boundary of lease No. A9330, thence in a westerly direction along the southern boundary of lease No. A9330 to the point of intersection with the southern boundary of lease No. A9972, thence in a westerly direction along the southern boundary of lease No. A9972 to the point of intersection with the southern boundary of lease No. A10207, thence in a westerly direction along the southern boundary of lease No. A10207 to the point of intersection with the western boundary of lease No. A10207, thence in a northerly direction along the western boundary of lease No. A10207 to the point of intersection with the southern boundary of lease of lease No. A10084, thence in an easterly direction along the southern boundary of lease No. A10084 to the point of intersection with the western boundary of lease No. A7664, thence in a northerly direction along the western boundary of lease No. A7664 to the point of intersection with the northern boundary of lease No. A7664, thence in an easterly direction along the northern boundary of lease No. A7664 to the point of intersection with the northern boundary of License of Occupancy No. 2092, thence in an easterly direction along the northern boundary of License of Occupancy No. 2092 to the point of intersection with the western boundary of lease No. A1959, thence in a northerly direction along the western boundary of lease No. A1959 to the point of intersection with the northern boundary of lease No. A1959, thence in an easterly direction along the northern boundary of lease No. A1959 to the point of intersection with the eastern boundary of lease No. A1959, thence in a southerly direction along the eastern boundary of lease No. A1959 to the point of intersection with the northern boundary of Lot No. 74, thence in an easterly direction along the northern boundary of Lot No. 74 to the point of intersection with the back boundary of Lot No. 74, thence in a southerly direction along the back boundary of Lot No. 74 to the point of intersection with the western boundary of Lot No. 75, thence in an easterly direction along the northern boundary of Lot No. 75 to its intersection with the Middle Walk Dam of Lot No. 75, thence in an easterly direction along Lot No. 75 Middle Walk Dam to its intersection with the western limit of the Corentyne Public Road, thence in a southerly direction along the western limit of the Corentyne Public Road and its southern prolongation into the western limit of the old Public Road to its point of intersection with Lot No. 76 Middle Walk Dam, to its intersection with the left bank of the Corentyne River, thence in a southerly direction along the left bank of the Corentyne

SCHEDULE

I

Mon Repos to Haslington

That area of land situated between Mon Repos and Haslington, commencing at the point of intersection of the western boundary of Mon Repos and the Atlantic Coast, thence in an easterly direction along the Atlantic Coast to the point of intersection with the eastern boundary of Plantation Haslington, thence in a southerly direction along the eastern boundary of Plantation Haslington to the point of intersection with the East Demerara Water Conservancy Dam, thence in a westerly direction along the East Demerara Water Conservancy Dam to the point of intersection with the western boundary of Plantation Mon Repos, thence in a northerly direction along the western boundary of Plantation Mon Repos to the point of commencement, save and except the area of land contained within the Buxton - Friendship Drainage and Irrigation Area.

Second Schedule s. 6(6)

Cess amounts payable on each Due Date (March 31st, June 30th, September 30th & December 31st) for a total of 160 payments.

Due Date No.	Cess Payable (US Dollars)
1	2095.00
2	4190.00
3	6285.00
4	8380.00
5	10952.50
6	13525.00
7	16097.50
8	18670.00
9	20313.75
10	21957.50
11	23601.25
12	25250.00
13	25250.00
14	25250.00
15	25250.00
16	25250.00
17	25250.00
18	25250.00
19	25250.00
20	25250.00
21	25250.00
22	25250.00
23	25250.00
24	25250.00
25	25250.00
26	25250.00
27	25250.00
28	25250.00
29	25250.00
30	25250.00
31	25250.00

Due Date No.	Cess Payable (US Dollars)
32	25250.00
33	25250.00
34	25250.00
35	25250.00
36	25250.00
37	25250.00
38	25250.00
39	25250.00
40	25250.00
41	67333.33
42	67122.92
43	66912.50
44	66702.08
45	66491.67
46	66281.25
47	66070.83
48	65860.42
49	65650.00
50	65439.58
51	65229.17
52	65018.75
53	64808.33
54	64597.92
55	64387.50
56	64177.08
57	63966.67
58	63756.25
59	63545.83
60	63335.42
61	63125.00
62	62914.58
63	62704.17
64	62493.75
65	62283.33
66	62072.92

Due Date No.	Cess Payable (US Dollars)
67	61862.50
68	61652.08
69	61441.67
70	61231.25
71	61020.83
72	60810.42
73	60600.00
74	60389.58
75	60179.17
76	59968.75
77	59758.33
78	59547.92
79	59337.50
80	59127.08
81	58916.67
82	58706.25
83	58495.83
84	58285.42
85	58075.00
86	57864.58
87	57654.17
88	57443.75
89	57233.33
90	57022.92
91	56812.50
92	56602.08
93	56391.67
94	56181.25
95	55970.83
96	55760.42
97	55550.00
98	55339.58
99	55129.17
100	54918.75
101	54708.33

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Due Date No.	Cess Payable (US Dollars)
102	54497.92
103	54287.50
104	54077.08
105	53866.67
106	53656.25
107	53445.83
108	53235.42
109	53025.00
110	52814.58
111	52604.17
112	52393.75
113	52183.33
114	51972.92
115	51762.50
116	51552.08
117	51341.67
118	51131.25
119	50920.83
120	50710.42
121	50500.00
122	50289.58
123	50079.17
124	49868.75
125	49658.33
126	49447.92
127	49237.50
128	49027.08
129	48816.67
130	48606.25
131	48395.83
132	48185.42
133	47975.00
134	47764.58
135	47554.17
136	47343.75

Due Date No.	Cess Payable (US Dollars)
137	47133.33
138	46922.92
139	46712.50
140	46502.08
141	46291.67
142	46081.25
143	45870.83
144	45660.42
145	45450.00
146	45239.58
147	45029.17
148	44818.75
149	44608.33
150	44397.92
151	44187.50
152	43977.08
153	43766.67
154	43556.25
155	43345.83
156	43135.42
157	42925.00
158	42714.58
159	42504.17
160	42293.75

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EXPLANATORY MEMORANDUM

The lands described in the First Schedule constitute primarily Guysuco lands. Extensive construction work involving the installation of a number of pumps on the lands are to be carried out with funds provided by the Caribbean Development Bank under an Agreement dated 14th February, 1994 between the Caribbean Development Bank and Guyana.

The Bill now, in pursuance of the said Agreement, seeks to declare the Guysuco lands to be drainage and irrigation areas and to provide for the utilization of the loan under the Agreement; it provides for the re-vesting of the said lands, by order of the Minister, in owners who owned the land on the date immediately preceding the date of the commencement of this Act.

The Bill also amends the Drainage and Irrigation (Amendment) Act 1994, to effect the transference of certain assets and liabilities vested in the ~~Regional Democratic Councils~~ to the Drainage and Irrigation Board.

Senior Minister of Agriculture