



# Coffs Harbour City Council Agreement for Use of Reclaimed Water

## Preamble

There is an increasing desire of the public to use reclaimed water instead of discharging reclaimed water into the natural environment. There is also a public desire to reduce the consumption of potable water. In some instances reclaimed water can be used in lieu of potable water. There have been significant advances in the treatment and public acceptance of reclaimed water in the past five years. Accordingly, Coffs Harbour City Council has resolved to maximise the use of reclaimed water where it is economically viable, environmentally sound and where there is community acceptance of the use of reclaimed water.

## Agreement

In accordance with the following conditions and the attached Site Management Plan which form part of this agreement, the Coffs Harbour City Council agrees to supply reclaimed water to the following specified land for the use of the specified reclaimed water user. In the use of this reclaimed water the user agrees to abide by the conditions and the provisions of the site management plan to ensure that the water is used safely and sustainably.

## Particulars of Supply

### The Reclaimed Water User (Purchaser)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*(Full name and address of each and every User/Purchaser and occupier of the Site)*

### The Owner of the Site *(Where different to the Reclaimed water user)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**The Reuse Site** (*Specifically the area designated on the Site Management Plan*)

Lot No. \_\_\_\_\_ DP No. \_\_\_\_\_ Section \_\_\_\_\_ Portion No. \_\_\_\_\_

Street \_\_\_\_\_ Town \_\_\_\_\_

Property No. \_\_\_\_\_ Area of Property \_\_\_\_\_ Area of Reuse \_\_\_\_\_

Proposed Use of Reclaimed Water \_\_\_\_\_

Maximum Annual Volume of Water to be used: \_\_\_\_\_

Maximum Monthly Volume of Water to be used: \_\_\_\_\_

Site Management Plan Prepared by: \_\_\_\_\_ Dated: \_\_\_\_\_

Term of Agreement: From \_\_\_\_\_ To \_\_\_\_\_

As a record the parties have executed this Agreement.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 200 .

**THE USER**

**SIGNED** by **the Reclaimed Water User** in the presence of : )  
 ).....

Witness:.....

**OR**

**THE COMMON SEAL of**

.....PTY LTD, )  
ABN.....affixed in accordance with its )  
articles of association in the presence of: )

Director:.....

Director / Secretary:.....



## **Standard Conditions for the Supply and Use of Reclaimed Water**

### **Water Quality**

1. Coffs Harbour City Council agrees to use its best endeavours to provide reclaimed water that meets the National Water Quality Management Strategy “Use of Reclaimed Water” guideline standards for use on municipal open space areas with uncontrolled public access.
2. Coffs Harbour City Council agrees to use its best endeavours to comply with all requirements of any EPA licence and Ministry of Energy & Utilities licence or approval applying to the operation of the various water treatment plants and the production and supply of reclaimed water.

### **Site Management Plan**

3. A site management plan shall be prepared before reclaimed water is supplied to the site by the site owner or the reclaimed water user in consultation with Coffs Harbour City Council and the site owner and the reclaimed water user agrees that the reclaimed water may only be used in accordance with the site management plan which shall describe and prescribe:
  - 3.1 the site and site constraints with an appropriate map or diagram;
  - 3.2 the proposed use of the reclaimed water on the land;
  - 3.3 the type of irrigation system and the irrigation schedule methodology;
  - 3.4 the maximum monthly and annual water volume to be used on the site;
  - 3.5 details of the storage and handling of the reclaimed water on the site;
  - 3.6 run-off controls and on-going monitoring arrangements;
  - 3.7 the display and maintenance of signage to indicate the use of reclaimed water;
  - 3.8 such other matters and special conditions as the parties think fit.

### **Handling of Reclaimed Water**

4. The site owner and the reclaimed water user shall ensure that all staff and others who handle reclaimed water are properly trained and briefed on the hazards and safe use of reclaimed water and specifically that:
  - 4.1 there is to be no smoking, eating or drinking while working with the water;
  - 4.2 unconscious body habits such as rubbing face, eyes or nose should be avoided;
  - 4.3 hands should be washed prior to meal breaks and on completion of work;
  - 4.4 reclaimed water is not to be used for washing, cooking, food preparation or drinking purposes.

5. The reclaimed water site owner and user agree that they will place adequate signage on and around the site to indicate the use of reclaimed water. In particular, any storage facility or pond and all taps and cocks etc. will be indicated by a warning sign in accordance with AS 1319.
6. All reclaimed water pipes and fittings shall be installed in accordance with Section 14 of the NSW Code of Practice for Plumbing and Drainage and shall be clearly identified in accordance with AS 1345. No cross-connection between the reclaimed water supply and the potable supply is to occur and the potable supply is to be fitted with an approved backflow prevention device. Lockable valves or removable tap handles shall be fitted to all reclaimed water outlets accessible to members of the public. Additionally, where the reclaimed water is supplied to a storage facility on the site, an air gap between the reclaimed main and the reuse site is maintained to prevent backflow into the reclaimed water main. Alternatively, an approved backflow prevention device shall be fitted to the reclaimed water main.
7. The reclaimed water user shall maintain a daily log of irrigation run times.
8. The site owner and the reclaimed water user shall ensure that irrigation with reclaimed water does not result in any surface runoff onto other lands or discharge to any natural water body.
9. The site owner and the reclaimed water user shall ensure that the irrigation does not result in any water ponding or ground saturation resulting from over-watering of the site.

### **Access**

10. The site owner and the user grants access to the reclaimed water irrigation site by Coffs Harbour City Council and its agents for the purposes of carrying out the rights and obligations of the respective parties under this Agreement or as required by a statutory body.

### **Works, Charges and Supply**

11. Where it is necessary to extend Councils existing reclaimed water mains to provide reclaimed water to the boundary of a particular site, then the parties will adopt one of the following options to fund this extension of the existing infrastructure.

#### **Option A**

The works will be paid for by the site owner or the reclaimed water user after being undertaken by Coffs Harbour City Council or such contractor as Coffs Harbour City Council thinks fit.

**OR**  
**Option B**

The works will be paid for by Coffs Harbour City Council provided that if the reclaimed water site owner or the user fails to take more than 75% of the maximum annual amount or is otherwise in breach of this Agreement and Coffs Harbour City Council acts to terminate this Agreement, then dependant upon the year of the Agreement in which that breach or termination occurs, the user shall pay to Coffs Harbour City Council a percentage of the cost of the works as follows:

- in the first year of supply – 100%
- in the second year of supply – 100%
- in the third year of supply – 75%
- in the fourth year of supply – 50%
- any subsequent year before the term of the Agreement ends – 30%

**OR**

**Option C**

The works will be carried out by the site owner or the reclaimed water user to the satisfaction of Coffs Harbour City Council where the works are minimal and not demanding and it is more efficient and cost effective to do so.

PROVIDED THAT all ongoing costs such as electricity and other items that are not part of the works as detailed in the Site Management Plan shall be paid by the reclaimed water user.

12. The works shall to the extent that they are located outside the reuse site become or remain the property of Coffs Harbour City Council including all pipework leading to and including the reclaimed water meter. All works within the reuse site and which are downstream of the reclaimed water meter become or remain the property of the Owner.
13. The parties agree to maintain the works for which they are responsible in a proper and operational state provided that Coffs Harbour City Council may provide such technical or physical assistance as it thinks fit to assist with such responsibility.

14. The site owner shall be entitled to request, and to the extent reasonably possible Coffs Harbour City Council will supply, additional amounts of reclaimed water to the site owner consistent with the responsible disposition of that water under the terms of the site management plan.
15. Coffs Harbour City Council reserves the right to review charges per kilolitre for reclaimed water volumes supplied to the site owner and as recorded on Councils water meter PROVIDED THAT charges will not be increased during the term of this Agreement unless the increased charges are adopted by Coffs Harbour City Council. Amended charges for reclaimed water would normally take effect from 1<sup>st</sup> July each year.
16. Coffs Harbour City Council shall use its best endeavours to supply the maximum annual volume of reclaimed water to the reuse site provided that in the case of:
  - 16.1 accident, strike, civil commotion, natural disaster, or such other incident beyond Coffs Harbour City Council's control; or
  - 16.2 the level of output from Coffs Harbour City Council's plant and infrastructure falling to a level precluding or limiting supply; or
  - 16.3 the reclaimed water falling below the standards of water quality required under this Agreement;
  - 16.4 the EPA or other statutory body issues an order or revokes an approval which effectively requires that reclaimed water not be supplied to the site;
  - 16.5 the site owner requesting a reduction of supply in writing;
  - 16.6 breach of this Agreement by the site owner or the reclaimed water user.

Coffs Harbour City Council shall not be obliged to maintain the maximum annual volume but shall endeavour if possible to supply a level as near as possible to that amount.

17. The reclaimed water user and the owner and each of them, if the case requires, now indemnify Coffs Harbour City Council and agree to forever hold Coffs Harbour City Council indemnified against all liabilities, claims, actions, suits, proceedings, demands, losses, damages, costs, fees and expenses whatsoever incurred or arising out of or in connection with or in consequence of the Council supplying reclaimed water in accordance with this agreement.
18. Termination of supply of reclaimed water to a site by Coffs Harbour City Council or cessation of use of reclaimed water by a user may be effected at any time where either party becomes aware of an actual or potential serious environmental risk as a result of the disposition of reclaimed water under the terms of this Agreement.

## **Disclosure**

19. The reclaimed water user and the owner, if the case requires acknowledge:
- (a) they and each of them are fully aware that the use of reclaimed water on the site may give rise to risks to health and the environment including from airborne bacteria, contamination, salination, increases in nutrient levels and to the ground water system; and
  - (b) they and each of them have formed the view all of those risks can be managed to ensure no long term harm; and
  - (c) they have properly addressed those risks by ensuring safety and mitigation measures have been included in the Site Management Plan and otherwise in this agreement; and

they and each of them release Coffs Harbour City Council from any claim which they have or might in the future have, against Coffs Harbour City Council arising out of the Council performing the agreements on the Councils part contained in this document.

## **Permits**

20. The reclaimed water user agrees that it will obtain and maintain with the support and assistance of Coffs Harbour City Council all necessary licences, exemptions, permits, approvals and any other consents required to ensure that the storage and application of the reclaimed water to the site is carried out according to law.

## **Further Assurances**

21. The parties agree to work together cooperatively in seeking solutions to any technical difficulties associated with the safe and sustainable use of reclaimed water.