
**Agreement for Supply of
Recycled Water**

Dated / /.....

Date:

Parties:

ActewAGL Distribution, ABN 76 670 568 688, a partnership of ACTEW Distribution Ltd, ABN 83 073 025 224, and Alinta GCA Pty Ltd, ABN 24 008 552 663, of ActewAGL House, 221-223 London Circuit Canberra City ACT (“**ActewAGL**”), (facsimile 02 6242 1459) Attention: Customer Support and Education) as agent for **ACTEW CORPORATION LIMITED** ACN 069 381 960 of ActewAGL House, 221 London Circuit, Canberra City, ACT

And

(Name) _____ (“**Customer**”)

(Address) _____

(Facsimile number) _____ (Email) _____

(Phone number) _____

End User’s purpose for accessing recycled water

Recitals:

ActewAGL has agreed to supply the Customer with Recycled Water on the terms of this agreement. The Recycled Water may be transported by the Customer with their own Water Tanker or by a third party contracted by them.

Operative provisions:

1 Definitions

- 1.1 The following words have these meanings in this agreement unless the contrary intention appears:

ACT Public Health Authorities means the ACT Medical Officer of Health or the nominated representatives of the ACT Medical Officer of Health.

Customer means the party who takes ownership of the Recycled Water from ActewAGL, and the Customer’s agents, employees, officers and contractors.

Customer's Water Tanker means a container made for the purpose of, and capable of holding water and the truck, trailer or other vehicle used by the Customer to transport the container in collecting Recycled Water from the Point of Supply and transporting it to a delivery point. The Customer's Water Tanker may be owned by the Customer, or by a third party and used by the Customer under arrangement with that third party.

Discretionary Point of Supply means a place described at Item 2 of Schedule A where the Customer's Water Tanker may be allowed to take on Recycled Water, subject to clause 3.6 .

EPA means the Environment Protection Authority established under the EP Act.

End User means a person who uses the Recycled Water for purposes including but not limited to irrigation of plants, trees, playing fields or gardens, or for the laying of dust. The Customer may be the End User, or the End User may be a person supplied with the Recycled Water directly or indirectly by the Customer.

Environmental Authorisation means an authorisation issued in accordance with Part VIII of the EP Act.

Environment Protection Agreement or **EP Agreement** means an agreement executed in accordance with Part VII of the EP Act.

EP Act means the *Environment Protection Act 1997*.

Force Majeure means:

- (a) an act of God, strike, lockout or other interference by third parties with an obligation under this agreement;
- (b) war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood or explosion;
- (c) governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo;
- (d) unavailability or delay in availability of equipment or transport;
- (e) inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations; and
- (f) any other cause whether of the kind specifically enumerated in this definition or otherwise,

which is not reasonably within the control of the party affected.

Initial Term means the period ending on 1 February 2010.

LMWQCC means the Lower Molonglo Water Quality Control Centre.

NCERS means the North Canberra Effluent Reuse Scheme .

Point of Supply means the place described at Item 1 of Schedule A and, subject to clause 3.6 , the Discretionary Point of Supply, at which a Customer's Water Tanker can take on Recycled Water subject to the terms of this agreement.

Recycled Water means water not suitable for human consumption that is supplied by ActewAGL to the Customer.

Regional EP Agreement means the Environmental Authorisation between ACTEW and EPA concerning the LMWQCC or NCERS.

Reports means any report or written documentation concerning the Customer's premises that is required to be provided to the EPA or ACT Public Health Authorities by the Customer's EP Agreement (if any).

Term means collectively the Initial Term and any Further Term agreed under clause 2.2.

Wastewater EPP means the ACT Wastewater Reuse for Irrigation Environment Protection Policy, July 1999.

1.2 In this agreement unless the contrary intention appears:

- (a) a reference to this agreement or another document or instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, a body corporate, an unincorporated association, an authority and the servants, agents and employees of the person;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - (i) if an event must occur on a stipulated day which is not a business day then the stipulated day will be taken to be the next business day; and
 - (j) a reference to a document includes any medium on which information can be stored, including electronically.
- 1.3 **Including, includes and include** do not limit the generality of the subject matter which precedes them or to which they refer.
- 1.4 Headings are inserted for convenience of reference only and are to be ignored in the interpretation of this agreement.
- 1.5 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.

2 Term

- 2.1 This agreement commences on the date of this agreement and continues for the Initial Term, unless otherwise terminated in accordance with its terms.
- 2.2 The parties may, by agreement in writing, extend the Initial Term for further successive periods of one year each in duration (each a "Further Term").

3 Supply of Recycled Water and Consideration

- 3.1 Subject to clause 8, ActewAGL will supply Recycled Water to the Customer at the Point of Supply by permitting Recycled Water to be loaded into the Customer's Water Tanker at that point.
- 3.2 ActewAGL is not bound to, but will make reasonable endeavours to, provide Recycled Water supplied under this agreement that complies with the quality requirements of the Wastewater EPP.
- 3.3 ActewAGL will not impose a monetary charge for Recycled Water supplied under this agreement. Consideration for the supply will be the Customer's promise to adhere to the Customer's obligations as set out in this agreement.
- 3.4 Title to the Recycled Water and all responsibility for the Recycled Water passes from ActewAGL to the Customer immediately it is placed in the Customer's Water Tanker. ActewAGL has no responsibility for the Recycled Water from the time at which title has passed. ActewAGL is not responsible for any costs associated with the delivery or use of the Recycled Water.
- 3.5 Regardless of the arrangements made for the transportation of the Recycled Water under this agreement, once title to the Recycled Water has passed to the Customer under this agreement, the responsibilities associated with ownership under the agreement come into effect.

Agreement for the Supply of Recycled Water

- 3.6 (a) ActewAGL may at its sole discretion, grant its consent for the Customer to access the Discretionary Point of Supply from time to time to take supply of Recycled Water. Such consent will be issued subject to further conditions including, but not limited to:
- (i) the period during which the consent is effective;
 - (ii) reservation of the right for ActewAGL to determine the periods during which access is allowed;
 - (iii) limits as to the volume of Recycled Water the Customer may take from the Discretionary Point of Supply; and
 - (iv) notwithstanding that consent has been granted, that ActewAGL may at any time and without a requirement of prior notice refuse to allow the Customer to take Recycled Water from the Discretionary Point of Supply.
- (b) ActewAGL may revoke its consent to access the Discretionary Point of Supply at any time by notice to the Customer.
- (c) For the purposes of this clause 3.6, notice can be given orally to the Customer.

4. Operation of Customer's Water Tanker at Point of Supply

- 4.1 A Customer's Water Tanker will not be permitted to load Recycled Water at the Point of Supply unless the tank has a minimum capacity of 7.5 kilolitres.
- 4.2 The Customer and its employees and agents must become familiar, and comply, with requirements as described at Schedule B relating to the safe operation of a Customer's Water Tanker at the Point of Supply and must maintain familiarity with the requirements to facilitate compliance.
- 4.3 When using the Point of Supply the Customer agrees to ensure that anyone operating the Customer's Water Tanker will become familiar, and comply, with the LMWQCC site security requirements set out at Schedule C and in the Attachment to Schedule A, and will obey all requirements and all directions given by LMWQCC personnel relating to entry to the site and behaviour whilst on the site.
- 4.4 If consent to access the Discretionary Point of Supply is granted, the Customer agrees to ensure that anyone operating the Customer's Water Tanker will become familiar, and comply, with the NCERS site security requirements set out at Schedule C and in the Attachment to Schedule A, and will obey all requirements and all directions given by ActewAGL personnel relating to the operation of the Points of Supply including the operation of the access card supplied by ActewAGL.
- 4.5 An access card will be issued to the Customer where necessary to allow the Customer access to the Point of Supply. The access card is not transferable, remains at all times the property of ActewAGL and must be immediately returned upon demand from ActewAGL or upon expiry or termination of this agreement. The Customer must immediately notify ActewAGL if the access card provided to it is lost or stolen.

5. Customer's Responsibilities

5.1 The Customer must:

- (a) display clearly visible fixed signs on both sides and the rear of the Customer's Water Tanker stating it contains Recycled Water;
- (b) if the Customer stores Recycled Water at premises under the Customer's control, erect signs (warning against human consumption of Recycled Water) at or near any point from which Recycled Water could be drawn on the Premises;
- (c) if the Customer uses Recycled Water for irrigation, suppressing dust, road construction or similar purposes at premises under the Customer's control, take all reasonable precautions to ensure that:
 - (i) persons entering the premises are aware that the premises are irrigated by Recycled Water and of the parts of the premises where Recycled Water may be present; and
 - (ii) the Recycled Water is not consumed by humans; and
 - (iii) the use of Recycled Water does not directly or indirectly adversely impact on the environment;
- (d) if the Customer provides the water to an End User, ensure that:
 - (i) the End User is made aware that the water is Recycled Water and thus unfit for human consumption; and
 - (ii) the End User is supplied with a copy of an information leaflet, as set out at or attached to Schedule B, explaining the health risks associated with the use of Recycled Water; and
 - (iii) the information referred to above in 5.1(c).
- (e) ensure that the container and delivery piping and fittings used to hold Recycled Water on the Customer's Water Tanker, or to upload Recycled Water to the Customer's Water Tanker or deliver Recycled Water from the Customer's Water Tanker, are cleaned prior to being used for the transport and delivery of potable water, by a method and at a standard of cleaning acceptable to the ACT Public Health Authorities;
- (f) ensure that any Recycled Water supply pipes on the Customer's premises are not connected to the potable water supply network;
- (g) ensure the Recycled Water is used in a manner consistent with the requirements of the EP Act, the Wastewater EPP and the Public Health Act 1997;
- (h) not do anything that prevents or in any way hinders ActewAGL, as the agent of ACTEW Corporation, from complying with the Regional EP Agreement;
- (i) undertake all monitoring, testing and data collection for the purposes of producing any Reports required under the Customer's EP Agreement (if any);

- (j) inform ActewAGL as soon as possible upon becoming aware of any breach of the EP Act, any Customer EP Agreement, or any event inconsistent with the requirements of the Regional EP Agreement which occurs on or near the Customer's premises, or any such breach involving an End User supplied with Recycled Water by the Customer;
- (k) inform ActewAGL of all material facts and circumstances as soon as possible if the Customer considers that a breach of, or action inconsistent with the requirements of, the Wastewater EPP, EP Act, any Customer EP Agreement or the Regional EP Agreement on or near the Customer's premises is imminent, or becomes aware of a similar imminent breach involving an End User supplied with Recycled Water by the Customer; and
- (j) maintain records related to use of Recycled Water by the Customer or delivery of Recycled Water to End Users as required by Environment ACT, ACT Public Health Authorities, and ActewAGL. As a minimum the following records must be kept and supplied to ActewAGL within 2 business days of being requested:
 - All dates of collection and delivery of Recycled Water;
 - Point of Supply from which Recycled Water was collected;
 - Volume collected and delivered;
 - End User's name and delivery address;
 - Customer's Water Tanker vehicle registration number;
 - Customer's Water Tanker driver's name and signature, against data relating to each load of Recycled Water collected and delivered;
 - Written acknowledgement from the End User that they have been provided with information relating to the health and environmental aspects of using Recycled Water.
 - ActewAGL may provide forms for Customers to use to keep these records.

6. Customer's Acknowledgment of Obligations and Risks

- 6.1 The Customer acknowledges that it is aware of all applicable obligations and penalties under the EP Act.
- 6.2 The Customer acknowledges that it is aware that there are health risks associated with Recycled Water including, but not limited to, the risk of bacterial or viral infection through exposure to or ingestion of the Recycled Water. The Customer undertakes to ensure that it and its employees maintain awareness of these risks and take care to avoid exposure that might lead to illness.
- 6.3 Unless otherwise agreed, the Customer acknowledges that, if it uses more than 3 million litres of Recycled Water per annum, such use constitutes a class B activity for the purposes of the EP Act and that the Customer is required as soon as reasonably practicable to contact the EPA to:
 - (a) enter into an Environment Protection Agreement; or
 - (b) obtain an Environmental Authorisation,in relation to the use of Recycled Water.

7. Termination

- 7.1 ActewAGL may terminate this agreement immediately by notice in writing if the Customer is in breach of clause 5 and the Customer fails to rectify that breach within 7 days of receipt of a notice from ActewAGL specifying the breach and requiring the Customer to remedy it within that time.
- 7.2 Either party may terminate this agreement immediately by giving written notice to the other if for any reason the Regional EP Agreement or Customer's EP Agreement ceases to be of effect.
- 7.3 The Customer may terminate this agreement at any time by giving 7 days written notice.
- 7.4 ActewAGL may terminate this agreement at any time by giving at least 7 calendar days written notice to the Customer.
- 7.5 ActewAGL may terminate this agreement immediately by giving written notice to the Customer if ActewAGL is prohibited from supplying Recycled Water either generally or in circumstances applicable to supply under this agreement.
- 7.6 If any law imposes requirements on ActewAGL in connection with the supply of Recycled Water that are not in force on the date of this agreement, ActewAGL at its sole discretion will have the right to terminate this agreement or to offer to continue the agreement on written terms varied as specified by ActewAGL.
- 7.7 For the avoidance of doubt, immediately upon termination of this agreement the Customer is no longer entitled to the supply of Recycled Water by ActewAGL and is not permitted to seek to load ActewAGL Recycled Water or interfere with infrastructure for delivery of ActewAGL Recycled Water.

8. Availability

- 8.1 The Customer acknowledges that ActewAGL cannot guarantee the continuous availability of Recycled Water.
- 8.2 Without limiting clause 8.1, ActewAGL may suspend the supply of Recycled Water to the Customer for reasons including but not limited to ActewAGL considering that:
 - (a) the quality of Recycled Water is not satisfactory;
 - (b) it does not have a sufficient quantity of Recycled Water to enable the Customer to be supplied; or
 - (c) it is necessary to suspend supply to ensure that other ActewAGL equipment and facilities are able to be maintained, repaired or replaced in order to operate efficiently.
- 8.3 ActewAGL will, where practicable, give the Customer reasonable prior notice of any suspension in the supply of Recycled Water.

9. Indemnity and insurance

- 9.1 The Customer indemnifies ActewAGL and ACTEW from any loss, liability or expense arising out of or in any way connected with:
- a) the Customer's use of Recycled Water;
 - b) use by a third party or End User of Recycled Water where the Recycled Water was supplied to the Customer;
 - c) the Customer's breach of clause 5;
 - d) the Customer's breach of the EP Act or the Customer's EP Agreement; or
 - e) any interruption, suspension or termination of supply of Recycled Water.
- 9.2 The indemnity in clause 9.1 is a continuing obligation that will operate until ActewAGL discharges the obligation in writing.
- 9.3 ActewAGL may demand payment or compensation for any loss, liability or expense under clause 9.1 by notice to the Customer. The Customer must respond to a demand within the time set out in the notice.
- 9.4 It is not necessary for ActewAGL to incur expense or make payment before enforcing a right of indemnity conferred by this clause 9.
- 9.5 The Customer must maintain during the Term public liability insurance at a minimum level of \$20 million. A certificate of currency from the insurance broker or underwriter must accompany the Customer's execution of this agreement or be sent by facsimile to ActewAGL within one week of entry to this agreement.
- 9.6 If ActewAGL subsequently and on reasonable grounds requires evidence of continuing currency of the public liability insurance the Customer shall obtain and provide an updated certificate of currency.

10. Release

- 10.1 The Customer releases ActewAGL and ACTEW from all present or future liability to the Customer in relation to, or in any way connected with the:
- a) supply;
 - b) suspension of supply;
 - c) failure to supply;
 - d) Customer's use;
 - e) End User's use; or
 - f) third party use

of Recycled Water.

- 10.2 The release in clause 10.1 operates even if the Customer is not now aware of, or at a future time is not aware of, any relevant fact or circumstance in relation to any claim, cause of action, proceedings or liability concerning ActewAGL or ACTEW.
- 10.3 This clause does not apply to the extent that any such loss, liability or expense is caused or contributed to by a breach by ActewAGL of its obligations under this agreement or otherwise under statute or law or by ActewAGL's negligence.

11. Force Majeure

- 11.1 Where a party is unable, wholly or in part, by reason of Force Majeure, to carry out any obligation under this agreement, and that party:

(a) gives the other party prompt notice of that Force Majeure with reasonably full particulars and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and

(b) uses all reasonable endeavours to remove that Force Majeure as quickly as possible,

that obligation is suspended so far as the party is affected by the continuance of that Force Majeure.

- 11.2 All reasonable endeavours does not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government or quasi-governmental authority on terms contrary to the wishes of the party affected.
- 11.3 If an event of Force Majeure continues for more than 3 months, the parties must meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution of the problem.
- 11.4 An obligation to pay money is not excused by Force Majeure.

12. Goods and services tax

- 12.1 If ActewAGL becomes liable for any amount of GST in relation to anything done under this agreement, ActewAGL may, by including the amount in an invoice to the Customer, require the Customer to pay the amount in question to ActewAGL.
- 12.2 ActewAGL may render an invoice for any such amount payable from time to time. The Customer must pay the invoice within 30 days of receipt.

13. Entire agreement

This agreement constitutes the entire agreement of the parties regarding its subject matter.

14. Amendment

A provision of, or a right created under, this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

15. Assignment

A party may not assign its rights under this agreement without the other party's consent.

16. Dispute Resolution

- 16.1 If a dispute arises between the parties under this agreement, the parties will make reasonable endeavours to resolve the dispute as soon as possible. If the dispute is not resolved within one month of a party first notifying the other of the dispute, the dispute is to be referred to the General Manager Water Division of ActewAGL and a representative of the Customer nominated by the Customer. They will make reasonable endeavours to resolve the dispute within 14 days of the dispute being referred to them.
- 16.2 This clause 16 does not prevent a party taking legal action if it considers not to do so would prejudice its interests.

17. Notices

- 17.1 A notice, approval, consent or other communication in connection with this agreement:
 - (a) must be in writing; and
 - (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or sent by facsimile to the facsimile number of the addressee as specified in this agreement or if the addressee notifies another address or facsimile number then to that address or facsimile number.
- 17.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 17.3 A notice is taken to be received:
 - (a) in the case of a posted letter, on the third day after posting; and
 - (b) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that

the facsimile was sent in its entirety to the facsimile number of the recipient;

(c) in the case of hand delivery, upon delivery.

17.4 ActewAGL's contact officer for this agreement is:

Mr Robert Pearce
Manager Customer Support and Education (Water)
ActewAGL Distribution
GPO Box 366
Canberra ACT 2601

Phone: 6248 3555 (press '2' for Water and Sewerage)

Facsimile: 6242 1459

ActewAGL Emergency 24 hour contact number: 6248 3457

Environment ACT 24 hour contact number: 132281

17.5 The Customer's contact officer for this agreement is:

Name
Position
Company Name
Mailing Address

Phone Number

Facsimile Number

18. Governing law and Jurisdiction

This agreement and the transactions contemplated by this agreement are governed by the law in force in the Australian Capital Territory and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and the courts of appeal from those courts.

EXECUTED as an agreement

Execution page

SIGNED by)
)
as authorised representative for)
ActewAGL Distribution in the presence)
of:)
)
)
Signature of witness)
)
)
Name of witness (block letters))
)
)
Address of witness)
)

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of **ActewAGL Distribution**

Occupation of witness

SIGNED by)
)
as authorised representative for the)
CUSTOMER in the presence of:)

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the **CUSTOMER**

Signature of witness

Name of witness (Block Letters)

Address of witness

.....
Occupation of witness

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Schedule A to the Agreement for the Supply of Recycled Water

POINTS OF SUPPLY

Item 1: Point of Supply

- Lower Molonglo Water Quality Control Centre, Stockdill Drive, Holt, ACT.

Item 2: Discretionary Point of Supply

The North Canberra Effluent Reuse Scheme points are located at:

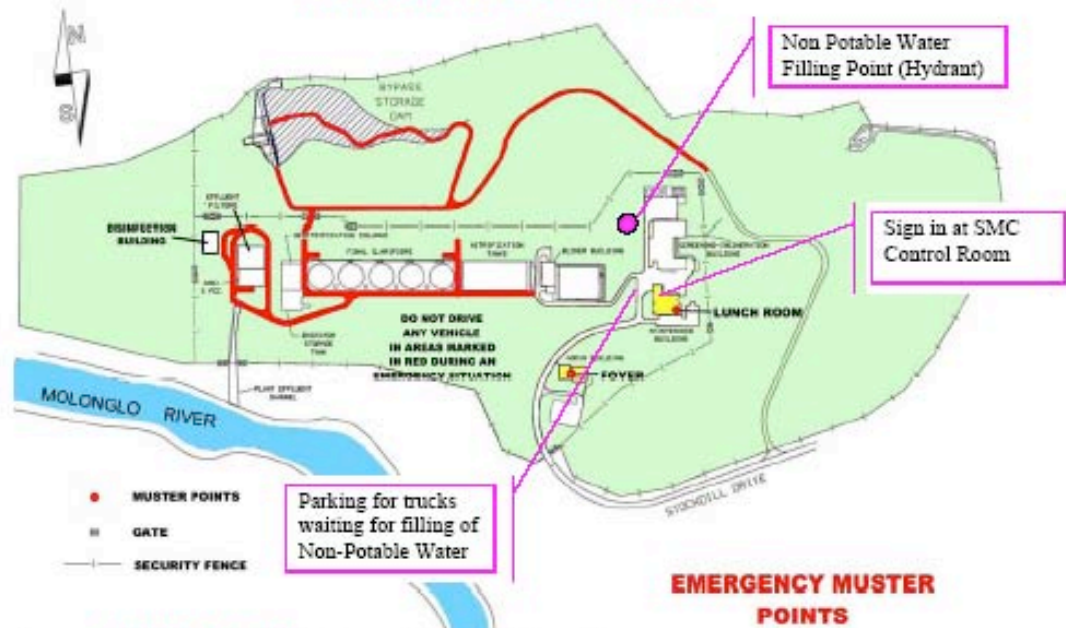
- Dairy Road, Fyshwick, ACT
- Majura Ovals, Angas Street, Ainslie, ACT

See attached:

- LMWQCC CASUAL VISITOR INFORMATION SHEET
- Diagram of Dairy Road, Fyshwick filling point
- Diagram of Angas Street, Ainslie filling point.

Agreement for the Supply of Recycled Water

CASUAL VISITOR INFORMATION SHEET LMWQCC Emergency Guide



For your **OWN SAFETY** please read these safety notes.

ALL DRIVERS and accompanying passengers **MUST SIGN IN** and **SIGN OUT** on the Emergency register near the SMC Control Room. Ask the Senior Shift Supervisor for further details.

A significant amount of liquid Chlorine, Sulphur Dioxide and other Bulk Chemicals are stored on site, which are suitably protected with detection devices and safety procedures.

DO NOT drive any vehicle in the area below the Blower Building (roads marked in Red) during an alarm or when signs are illuminated.

Avoid low-lying areas whilst going to the nearest mustering point.

Staff at the Mustering Points will advise you of necessary action on your arrival.

ALARMS

On the **BEEP BEEP BEEP** alarm (AMBER LIGHTS), stop work & go to the nearest Muster Point. Be aware of wind direction and move across wind wherever possible. This BEEP BEEP alarm is used for ALL emergencies on site. On hearing the alarm follow the included message and move to the muster point.

On **WHOO-WHOO-WHOO** alarm (RED LIGHTS) or P.A. announcement move to the **DIRECTED LOCATION**, if no location is given move to the Administration Building Carpark. Await instructions from the Warden or Emergency Services

Diagram of location of Dairy Road Filling Points

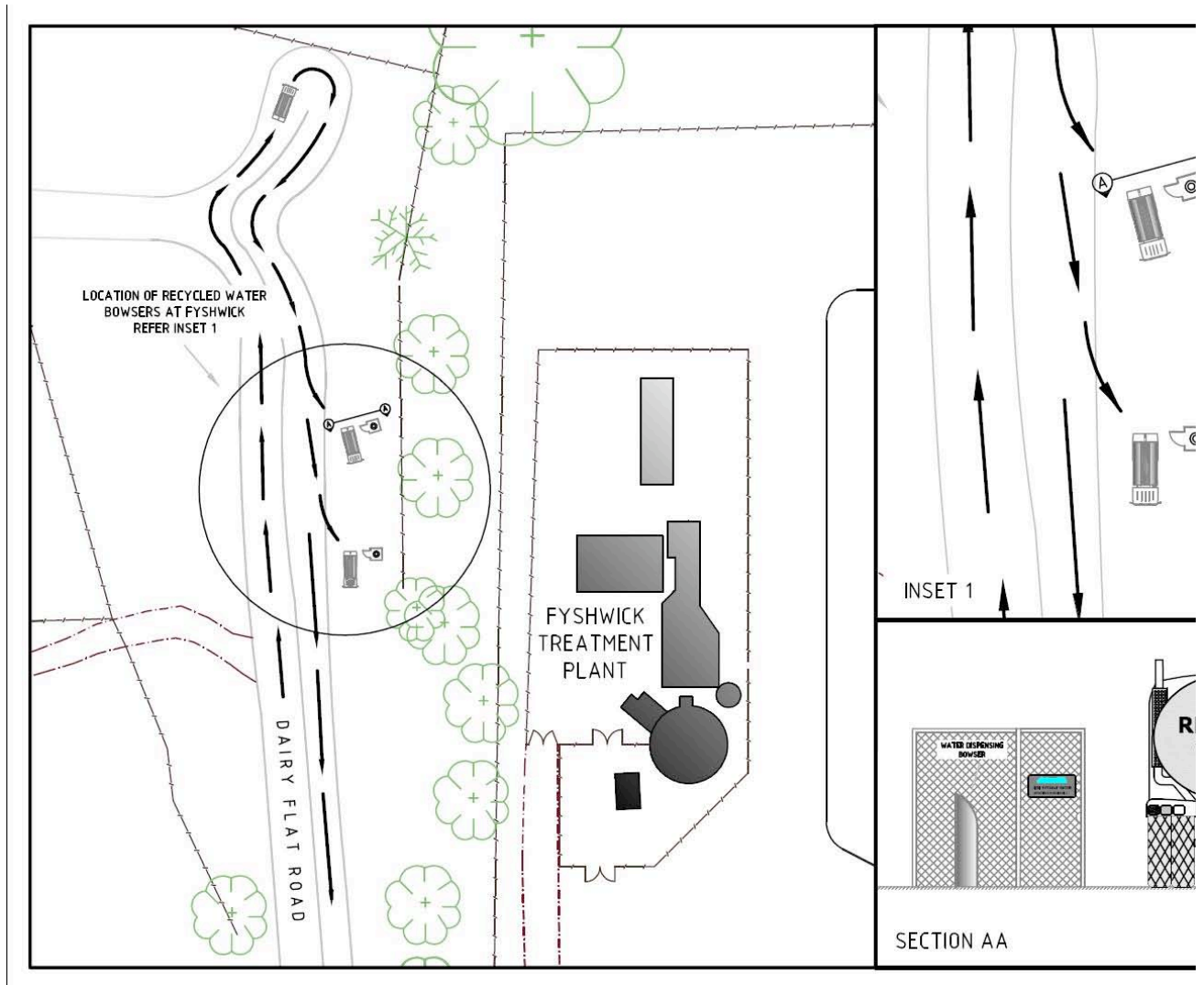
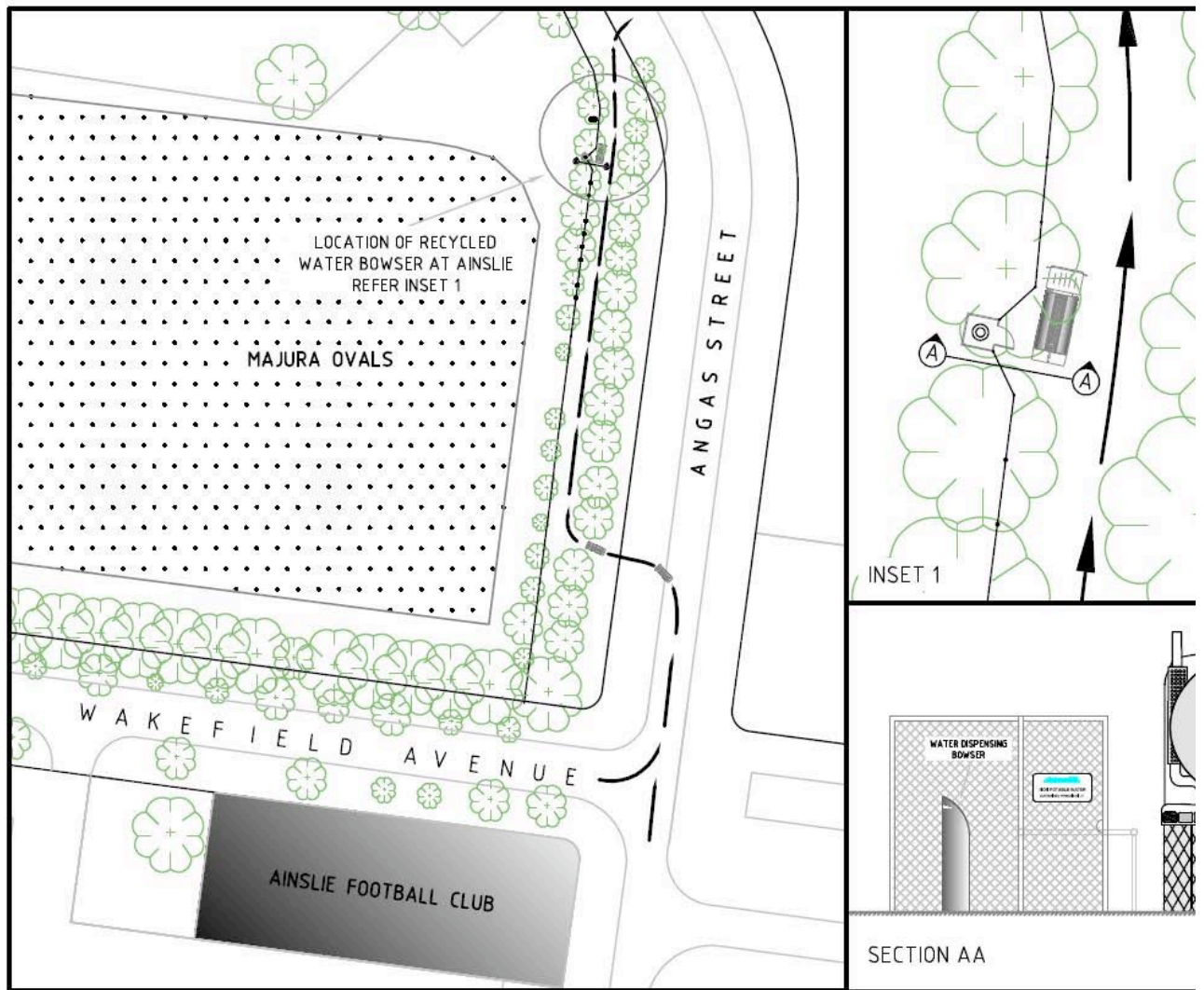


Diagram of location of Angas Street Filling Point



Schedule B to the Agreement for the Supply of Recycled Water

Health risks of Recycled Water and safety precautions for those using it are outlined in the attached information sheet provided by ACT Health.

It is the Customers responsibility to check with ACT Health the currency of this advice.

‘Information for Users of Treated Effluent’



Information for Users of Treated Effluent

There are a number of risks associated with the supply and use of treated effluent where individuals may be exposed. These risks can be minimised by following a few simple rules.

Water tanks used for the transport and distribution of treated effluent should only be used for non-potable water.

Treated effluent from the Lower Molonglo Water Quality Control Centre should not be used where the public can come into contact with it during application/use.

Treated effluent from the Fyshwick and Southwell Park plants can be used in areas where public can come into contact with it during application/use.

Signs must be displayed stating the water is treated effluent and must not be used for human consumption. For example, a sign on the tap or in connection with the tap stating "TREATED EFFLUENT – DO NOT DRINK".

Site staff and visitors must be advised that treated effluent is provided and not to drink or wash in it.

Contacts for advice

If using treated effluent in NSW advice from NSW Health should be obtained.

ACT Health, Health Protection Service

Phone: 6205 1700
Fax: 6205 1705
Website: www.health.gov.au/hps

NSW Health, Greater Southern Area Health Service

Queanbeyan
Phone: 61249942
Fax: 61249946

Goulburn
Phone: 48241842
Fax: 48241831

This information sheet was last updated on "22 November 2006".

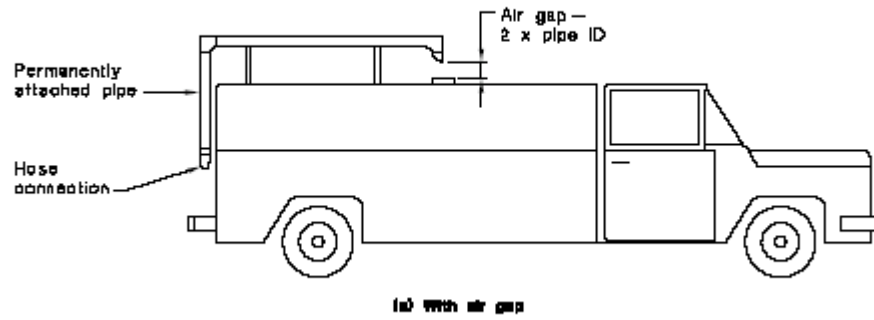
Health Protection Service
Population Health
25 Mulley Street, Holder ACT 2611
Locked Bag 5, Weston Creek ACT 2611
Phone: (02) 6205 1700 Fax: (02) 2605 1705
Email: hps@act.gov.au
Web site: www.health.act.gov.au

INFORMATION

Schedule C to the Agreement for the Supply of Recycled Water

Site security at LMWQCC, summary of entry requirements, safety warning signal etc

- All Customers signing a Recycled Water Agreement will be given temporary access to Recycled Water supplied from LMWQCC.
- All Customers accessing Recycled Water will be required to undergo a site induction at LMWQCC prior to access being granted. The induction is to follow the Water Division Procedure Induction for Non Treatment Personnel
- All Customers must follow site procedures when entering the Recycled Water filling area (hydrant point).
- The available flow rate from the hydrant is determined by plant activities, no booster pumping into the tanker is permitted. Filling of tankers may be ceased at any time as instructed by site personnel.
- The hydrant point available for filling is located at the rear of the Screenings and Incineration Building (see Attached Plan in Schedule A). If a tanker is already filling, waiting tankers are to park in along the kerb on the western side of the Maintenance Building (see Attached Plan in Schedule A) and only proceed when the filling area is free.
- Drivers of water tankers are to report to the Supervisory Monitoring Centre (SMC) in the Maintenance Building and sign-in to the Emergency Register before filling their tankers. Drivers to sign-out before leaving the site.
- Access to the temporary filling point within LMWQCC is available between 8:00 am and 6:00 pm.
- Filling water tankers is not permitted whilst site emergency alarms have been activated. During alarm activation, drivers are to report to designated muster points as instructed during the site induction. Filling is not to recommence until all alarms have stopped and notified by the SMC.
- Water tankers must be fitted with a permanently attached filling pipe with an air gap for side filling which complies with AS/NZS 3500.1:2003 - Appendix F – Types of Backflow Prevention – Figure F1 – Typical Minimum Protection for filling tanker trucks - sub figure (a) (see figure below). Filling is not available from an overhead standpipe. Hoses are not to be connected to the filling point for overhead filling.
- Drivers of water tankers are to remain with their vehicles and are not to wander around the site during filling.
- Customer's Water Tankers must remain on site roads, access to LMWQCC beyond the designated filling point is prohibited.
- Any malfunction with the supply point equipment must be reported immediately to the LMWQCC Control centre on 6248 3457 or 6248 3458. Tankers that must enter LMWQCC must initially report to the Senior Shift Supervisor in the Supervisory Monitoring Centre (SMC) of the Maintenance Building.
- Traffic movements for site deliveries including lime, ash, ferrous chloride and fuel are to take precedence over water tanker access.
- Any spill other than Recycled Water is to be contained and reported to the senior Shift Supervisor.



Extract from AS/NZS 3500.1:2003 - Appendix F – Types of Backflow Prevention – Part of Figure F1 – Typical Minimum Protection for filling tanker trucks