



# 2017/18 Metered Standpipe & Bulk Water Filling Station Hire Agreement

For more information contact  
Shoalhaven Water

**City Administration Centre**

Bridge Road (PO Box 42)  
Nowra NSW Australia 2541

P: (02) 4429 3214

F: (02) 4429 3170

[water@shoalhaven.nsw.gov.au](mailto:water@shoalhaven.nsw.gov.au)

[www.shoalwater.nsw.gov.au](http://www.shoalwater.nsw.gov.au)

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## Definitions

**Agreement** - this hire agreement, the terms of which are binding until the return of the metered standpipe and payment of all applicable fees and charges.

**Hirer** - the person, organisation or company nominated as the hirer on the Application Form.

**Standpipe** - a numbered metered standpipe owned by Shoalhaven Water.

**Quarterly Hire** - hire period for a standpipe and expiring on the last day of each quarter. (31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September & 31<sup>st</sup> December.)

**Shoalhaven Water** - the division of Shoalhaven City Council responsible for water supply and sewerage services to the city of Shoalhaven.

## Agreement to Hire

Shoalhaven Water will hire to the hirer the standpipe or standpipes set out in the Metered Standpipe & Bulk Water Filling Station Hire Agreement.

Where this agreement is signed by an individual on behalf of an organisation or company that individual warrants that they have authority to bind the company or organisation. They acknowledge they will be liable as if they were personally a party to this agreement if they do not have authority to bind the organisation or company.

Hired standpipes must only be used within the Shoalhaven Water area of operation. It is illegal to use standpipes other than those hired by Shoalhaven Water in the Shoalhaven Water area of operations.

### 1 Term of Agreement

The term of the agreement shall be from the date of issue of the standpipe as detailed in the Metered Standpipe & Bulk Water Filling Station Hire Agreement application to the return of the metered standpipe and payment of all applicable fees and charges.

### 2 Compliance with AS3500

- a) The hirer agrees with Shoalhaven Water that where a standpipe is used to fill a tanker or a container, the hirer is required to prevent backflow in accordance with the requirements of the New South Wales Code of Practice, Plumbing and Drainage (AS3500), and Council's policy on cross contamination control and backflow prevention. This may be in the form of an air gap or reduced pressure zone devices (RPZD).
- b) The hirer must have a current Backflow Prevention Device (Inspection – Test & Maintenance Report) which has been completed by a registered plumber certified to test these devices.
- c) The hirer must also have a current Backflow Prevention Device Agreement Record of Installation which has been completed by the hirer and forwarded to Shoalhaven Water for processing. Failure to comply with this condition may result in legal action under the Local Government Act.
- d) The hirer shall use the standpipe in such a manner as to prevent it from becoming damaged.

- e) All faults in the standpipe are to be notified to Shoalhaven Water immediately after they are detected by the hirer.
- f) Shoalhaven Water will not charge the hirer for the cost of repairs or replacement of the standpipe where the damage is due to;
  - fair wear and tear; or
  - manufacturing fault
- g) Shoalhaven Water will charge the hirer the full replacement cost of a new standpipe or the cost of repairs, where the damage has been caused by:
  - improper use or abuse of the standpipe; or
  - the hirer not complying with Shoalhaven Water's Conditions of Use.
- h) Shoalhaven Water reserves the right to determine whether the damaged standpipe should be repaired or replaced.

### 3 Hire Charges and Water Usage Charges

The hirer will:

- a) Pay the hire charge as outlined in Council's Fees and Charges at the date of commencement of the hire to the end of the hire.
- b) On collection of the standpipe pay a deposit as outlined in Council's Fees and Charges. This deposit will be refunded on return of the standpipe in accordance with the terms of this agreement less any outstanding water usage charges.
- c) Pay a water usage charge per kilolitre as outlined in Council's Fees and Charges.
- d) Provide standpipe meter readings on a quarterly basis for the calculation of water usage charges.

If the period of a hire extends past the 30<sup>th</sup> June in any year the hirer acknowledges that the hire charge will be adjusted as from and including the 1<sup>st</sup> July as outlined in Council's Fees and Charges.

The hirer will then be liable to pay Shoalhaven Water the new charge whether or not that new charge has been communicated by Shoalhaven Water to the hirer.

### 4 Hire and Reading of the Metered Standpipe

Quarterly Hire and Water Usage Charges will be levied at the start of each quarter. (January, April, July, October). This charge will appear as an "Availability Charge" on the Account. Standpipe water usage charges will be levied each quarter in the same account as the hire charges.

Shoalhaven Water will request a water meter reading from the standpipe at the end of each quarter. The hirer is required and agrees to provide the reading to Shoalhaven Water and the reading for the quarter of April to June must be sighted by Shoalhaven Water through the use photographic evidence or by presenting the standpipe.

Where the hirer fails to present the standpipe reading, a usage charge calculated by Shoalhaven Water based upon average standpipe water usage will be levied in accordance with Council's Fees and Charges.

Notwithstanding the above, Shoalhaven Water reserves the right to read the meter on the standpipe at any time.

Should a standpipe be lost or stolen or if the meter fails to register for all or part of a reading period, the water usage charge will be calculated based on usage for the previous reading period or on Shoalhaven Water's estimate of average standpipe water usage.

## 5 Supply and Return of Standpipe

- a) Shoalhaven Water shall provide to the hirer entering into this agreement and on payment of the relevant charge a standpipe, as detailed in Schedule One.
- b) If the hirer fails to return the standpipe to Shoalhaven Water within ten (10) working days from the date of the conclusion of the hire for any reason, the hirer will pay to Shoalhaven Water all hire charges plus a hire charge based on the number weeks from the scheduled return date). If the hirer is unable to return the standpipe, Shoalhaven Water will charge the hirer the current replacement cost of the standpipe. This fee will then be a debt due and payable to Shoalhaven Water.
- c) The hirer and Shoalhaven Water agree that at the time the standpipe was issued, the meter on the standpipe was read by Shoalhaven Water and showed the reading as recorded in the agreement.
- d) Those standpipes issued on an on-going annual hire basis will be re-issued to the hirer once Shoalhaven Water has sighted and read the standpipe. **The hire period for the quarterly hire will terminate on the last day of each quarter.** On-going hire charges will be levied each quarter in the first month of the quarter.

## 6 Use of Standpipe

The hirer shall use the standpipe as per the following conditions:

- a) The standpipe while connected to a hydrant must be attended by the person operating the standpipe and suitably protected from any person or thing that may cause damage to the standpipe or the hydrant.
- b) The hirer is fully responsible for ensuring that the standpipe is used in a safe manner and will not be a risk to public health and safety or cause damage to property.
- c) The hirer is fully responsible for ensuring that the standpipe is used in accordance with relevant acts or regulations.
- d) The hirer shall not use the standpipe in tandem with a suction device (eg booster pumps). Auxiliary equipment that may cause a pressure drop in the mains and damage the mains or the standpipe is not to be used.
- e) The hirer shall use the standpipe in a manner which does not cause damage to the works of Shoalhaven Water. In using the standpipe, should any damage be done to such works, the hirer shall immediately notify Shoalhaven Water and reimburse to Shoalhaven Water the cost of the repair of those works.

- f) The standpipe must only be used in accordance with the operating instructions.
- g) Standpipes may not be used on hydrants where Shoalhaven Water may at its discretion prohibit such usage.
- h) The hirer will obtain the prior approval of Shoalhaven Water to draw water from any hydrant on which it is intended to use a standpipe. Only a standpipe hired from Shoalhaven Water will be used on any hydrant within the Shoalhaven Water area of operations.
- i) The hirer shall not misuse the standpipe or use the standpipe in such a manner as to waste water.
- j) Where the hirer is unable to remove the standpipe from the hydrant or is unable to stop the flow of water from the standpipe, Shoalhaven Water must be notified immediately.
- k) The hirer shall make the standpipe which has been issued to the hirer available at any time for inspection by an authorised officer of Shoalhaven Water.
- l) The standpipe must be connected to the hydrant in such a manner as to maintain a proper watertight seal.
- m) The hirer shall use the standpipe only for the purposes stated in the agreement.
- n) The hirer shall not alter the index of the meter or modify or tamper with the standpipe in any manner.
- o) The hirer shall not prevent the recording index of the meter on a standpipe from registering the full amount of water used.
- p) The hirer shall comply with any reasonable direction given by an officer of Shoalhaven Water with regard to the standpipe.
- q) The hirer shall provide all fittings and hoses for connection to the standpipe.
- r) Any hose attached to the standpipe must be adequately protected from damage or compression by vehicular traffic.
- s) The hirer shall not use a standpipe on a hydrant on a “recycled water” main.
- t) A standpipe shall not be used to supply water directly to premises as an alternative to a normal property water service.
- u) Standpipe use on Reticulation Mains – below is a list of areas within the Shoalhaven Water reticulation system that are low pressure areas. The drawing of water from hydrants to fill water tankers **is prohibited at all times.**

If water is drawn from these areas and Shoalhaven Water receives complaints of no water or dirty water all costs for attending to these complaints will be charged to the departments or registered standpipe hirer/s that are drawing water.

Furthermore, should damage occur to the hydrant/main through the use of standpipes at these locations, the cost of any repairs will be the responsibility of the persons found to be using the hydrant/main in the prohibited area.

## PROHIBITED AREAS

Locality	Road	Road	Road
Coolangatta	Bolong Road	Hanigans Lane	Agars Lane
	Jennings Lane	Back Forest Road	Moeyan Road
	Coolangatta Road	Bryces Road	Wharf Road
Bomaderry to Berry	Boxsell Lane	Lamonds Lane	Swamp Road
	Devitts Lane	Turners Lane	Croziers Road
	Strongs Road	Jaspers Brush Road	O'Keefe Lane
	Mullers Lane		
Berry	Kangaroo Valley Road	Beach Road	Woodhill Mountain Rd
	Wire Lane		
Falls Creek	Princes Highway	Mortimer Road	Seasongood Road
	Goodmans Road	Watt Road	Knoll Parade
	McArthur Drive	Gardeners Road	Parma Road
	Fairfax Road	Willow Ford Road	Goodland Road
	Falls Road	Streamside Street	Edendale Street
	Pritchard Avenue	Woollamia Road	
Kangaroo Valley	Bendeela Road		
Bamarang	Old Bamarang Road (feeding Longreach)		
Bamarang to Burrier	Raw meter main. RED markers only.		
Ulladulla	Ulladulla Civic Centre	Main town area	
Mollymook	Mollymook Golf Club and motel areas		
Lake Tabourie	Julie's Corner (CNR Princes Highway & River Road)		
Conjola	Entrance of Thorne Street		
South Ulladulla	South Pacific Crescent	Dolphin Point	
Burrill Lake	Canberra Crescent	Wyoming Avenue	Wallaroy Drive
Milton	Main town area, hospital and Sarah Clayton Nursing Home	Woodstock Road	Croobyar Road past Myrtle Street
	Wilfords Lane	Garrads Lane	Slaughterhouse Road
Any caravan park, units, motels or club areas.			



## PREFERRED HYDRANTS FOR WATER TANKER USE ULLADULLA AREAS & SURROUNDS

Locality	Road
Fishermans Paradise	Cnr Alma Avenue & Cornfield Parade
Conjola	Southern end of Thorne Street (near Fire Shed)
	First hydrant on left in from Highway on Lake Conjola Entrance Road
	Eastern end of Prior Street
	Northern end (end of bitumen) Lakeside Drive
Milton	Croobyar Road (in front of old Ice Works)
	Croobyar Road (next to tennis courts)
	Fire Station corner Croobyar Road and Woodstock Road
	Corner Highway and Slaughterhouse Road, eastern side of highway
	Little Forest Road eastern end
Narrawallee	Western end of McLeay Street
	Either end of Seaspray Street
Mollymook	First hydrant north of Blackwater Creek
	Second hydrant north of corner of Garside and Oxley Roads
	End of Virgo Place
	South of Blackwater Creek
	Hydrant at entrance to North Ulladulla Reservoir in Pengana Crescent
Ulladulla	Hydrant at entrance next to Ulladulla Reservoir at corner of Slaughterhouse Road and North Street
	Any of three (3) hydrants near Ulladulla Sewerage Plant, Camden Street
	Light House Oval at entry to western amenities block in Deering Street
Kings Point	Oakley Place (street next to general store)
Burrill Lake	Western end of McDonald Parade (near boat ramp)
	Western end of Rackham Crescent
Lake Tabourie	Lake Tabourie Bridge (north east corner)
	End of Patterson Close

Hirers using Standpipes used for the purpose of providing water for human consumption are responsible to ensure compliance with the NSW Health Department guidelines for Water Carters and arranging for inspection of any water carting vehicles by Council's Environmental Health Section.

**To view a copy of the NSW Guidelines for Water Carters visit [www.health.nsw.gov.au](http://www.health.nsw.gov.au)**

## 7 Brown Water Waiver

Council does not accept responsibility for the brown water draw-off through metered standpipes, which may be experienced upon connection and first use of any standpipe. It is strongly recommended that water be allowed to flow for a short time through the standpipe before drawing water for storage. No allowance will be given for such water consumption.

## 8 Lost, Stolen or Destroyed Standpipes

- a) The standpipe remains the property of Shoalhaven Water and must be returned forthwith to Shoalhaven Water on demand.

- b) In the event of loss or destruction of the standpipe, such loss shall be reported to Shoalhaven Water immediately after such loss has become apparent to the hirer.
- c) The hirer, on the reported loss of the standpipe, shall:
  - i) reimburse to Shoalhaven Water the current cost of a replacement standpipe,
  - ii) pay outstanding water usage charges in accordance with paragraph 4. On receipt of payment for the replacement cost of the standpipe and outstanding water usage charges Shoalhaven Water will provide a replacement standpipe for the remainder of the hire term.

## 9 Termination of Agreement

- a) Shoalhaven Water shall, at all times, have the right to terminate an agreement without notice to the hirer if the hirer:
  - i) fails to comply with a reasonable direction by an officer of Shoalhaven Water in relation to the use and inspection of the standpipe,
  - ii) does not comply with any of the conditions of the agreement including but not limited to non-payment of any fees or charges under this agreement.

**If this agreement is terminated due to a breach, as described in clauses i) and ii) above, the hirer shall;**

- iii) forfeit the unexpired portion of the hire charge
  - iv) immediately return the standpipe to Shoalhaven Water
  - v) if so directed by an officer of Shoalhaven Water, return on demand the standpipe to the officer
  - vi) be liable for any water usage charges
  - vii) forfeit the deposit paid at commencement of agreement.
- b) Notwithstanding the provisions contained in clause (a) above, either party may terminate the agreement by giving the other party 14 days' notice in writing and the agreement shall be terminated at the expiration of such period. The hirer will then immediately return the standpipe to Shoalhaven Water and will pay all hire charges and water usage charges to the date of return of the standpipe.

## 10 Transfer of Agreement

The standpipe shall not be used by any person other than the hirer or persons mentioned in the application.

**The agreement to hire a standpipe is non-transferable.**

## 11 Notices

Notices under the agreement may be delivered by hand, by registered mail, or facsimile to the address of the hirer as shown in the application form or at such address as may be notified in writing by one party to the other.

## 12 Headings

Headings are used in the agreement for convenience and ease of reference only and do not form part of the agreement.

## 13 Information Provided

The hirer confirms that the information provided to Shoalhaven Water by it and set out in the Schedule is correct. If there is at any time any change to the details provided the hirer will immediately communicate those changes to Shoalhaven Water.

# Schedule 1 - Fees

### Types of Standpipes

Standpipes are available in two sizes:

25mm - for small volume users (Max Flow Rate: 1.5 L/sec)

65mm - for large volume users (Max Flow Rate: 8.3 L/sec)

### Fees and Charges

The following rates for Standpipe hire is as follows:

Size of Standpipe	Quarterly	Water Usage Charge per Kilolitre	Refundable Deposit
25mm	\$56.00	\$1.70	\$180.00
65mm	\$105.00	\$1.70	\$460.00
<b>Bulk Water Filling Station recorded usage</b>		<b>\$0.85</b>	
Refundable deposit for bulk water filling station key			\$20.00

## BULK WATER FILLING STATIONS

Shoalhaven Water now offer Bulk Water Filling Stations at Kangaroo Valley & Tomerong. Contact us for further information.