



## **Terms and Conditions**

**For the hire of a  
metered standpipe  
and access to  
potable water  
through that  
metered standpipe**

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# 1 Background

Council owns a number of metered hydrant standpipes which it is prepared to hire to access potable water from hydrants, provided a number of terms and conditions are complied with.

The purpose of this document is to detail the terms and conditions applicable to the hire of standpipes and accessing potable water and:

- to regulate and manage the extraction of water from mains by hydrant standpipes;
- to provide a fair and equitable system for measuring and charging hydrant water use, thereby maintaining appropriate water management practices in the Tamworth Regional Council LGA;
- to provide guidance and service to customers who wish to use metered standpipes for extraction of water from mains;
- to protect drinking water quality by preventing potential contamination of mains from use of inappropriate standpipes; and
- to monitor and review water consumption patterns and assist in the planning of water supply infrastructure.

## 2 Supply of potable water

Subject to this Approval, the Customer may take potable water from an authorized hydrant fill point through a Council owned and issued metered hydrant standpipe.

### ***2.1 Quality of supply***

The Applicant agrees:

- a) the quality standards applicable to the potable water supplied at an authorised hydrant fill point are those under the Council's Drinking Water Quality Management Plan;
- b) responsibility for potable water will pass to the Applicant at the point of collection once it is collected from the authorized hydrant fill point; and
- c) Council is not liable for any change in the quality of the potable water as a result of the transportation, storage, treatment or use of the potable water after it is taken from an authorised hydrant fill point.

### ***2.2 Interruption of supply***

The Applicant acknowledges that potable water available to the Applicant at an authorised hydrant fill point may be affected by, and may at times be interrupted by, variable factors including (but not limited to):

- a) fluctuations in the number of Applicants drawing potable water from potable water access points;
- b) changes in Legislative Provisions;
- c) the occurrence of any accident, strike, civil commotion, natural disaster or other such incident beyond the control of the Council;
- d) the capacity of the potable water reticulation systems;
- e) the failure of any plant or equipment;
- f) the locations or any interference with a property;
- g) any workplace and safety hazard concerns;
- h) any inappropriate use of potable water, in terms of Council water restrictions by any person; and

- i) maintenance or repairs to the potable water reticulation system.

The Applicant agrees that the mobile phone number provided by the Applicant may be used by the Council to send SMS messages to provide direction on the use of authorised hydrant fill points or to convey other messages surrounding the use of metered standpipes.

### **2.3 Supply to Customers Generally**

- a) the Applicant is to only supply potable water to its customers through the use of the Council's metered standpipe;
- b) it is the Applicant's responsibility to ensure that any person or employee who uses a Council's metered standpipe is aware of the approved conditions of its use;
- c) the Applicant is to notify Council by telephone of any urgent issues or matters regarding the operation of the metered standpipe so that issues can be addressed;
- d) each water vessel is to be fitted with backflow prevention that meets the requirements of AS3500;
- e) Copies of current backflow certification must be provided to Council on request;
- f) the Applicant is to notify Council in writing of the sale or registration change of any Applicant vehicle used to carry potable water; and
- g) applicant should notify Council immediately by telephone if they suspect that there is an issue due to vandalism, low pressure, discoloured water, leak, missing hydrant fill point lids or the hydrant fill point location needs repairs due to excessive dirt or contaminants including lubricants.

### **2.4 Supply to Customers for Human Consumption**

In addition to those terms and conditions listed in 2.3 applicants who intend to supply customers with potable water for human consumption must:

- a) Have an approval to cart water for potable purposes and comply with the requirements of the Food Act 2003, the Local Government Act 1993, the Public Health Act 2010 and the Public Health Regulation 2012
- b) be inspected at least annually by Tamworth Regional Council Environmental Health Officers and meet the minimum requirements of the NSW Guidelines for water carters as published by the NSW Department of Health;
- c) ensure the vessel is not used to convey liquid other than potable water suitable for human consumption; and
- d) ensure the main is flushed to ensure water is clean prior to filling the vehicle.

### **2.5 Access to hydrant fill points**

- a) applicants must not access hydrants located in the road pavement; and
- b) applicants must provide a safe working environment for any traffic, not interfere with or impede with any residential property and provide adequate provisions to ensure public safety.

## **3 Metered standpipe responsibilities**

- a) the Applicant is to use a metered standpipe supplied, maintained and calibrated by the Council to take potable water from an authorised hydrant fill point;
- b) the Applicant acknowledges that service and calibration of the metered standpipe will be undertaken by Council using an accredited tester at Council's discretion;
- c) the metered standpipe is to be used to record all potable water that is taken from an authorised hydrant fill point;

- d) the quantity calculated by the metered standpipe will be accepted by the Applicant as the amount of potable water supplied for the relevant period measured; and
- e) the Applicant is to keep a record of all water taken from an authorised hydrant fill point through the metered standpipe in the log book supplied by Council.

## **4 Metered standpipes lost stolen or misplaced**

- a) if a metered standpipe is lost, stolen or misplaced the Applicant is to report the missing metered standpipe to the Council and is to also report the missing standpipe to their local police station with the serial number;
- b) a crime report number must be obtained and forwarded to the Council in relation to a metered standpipe reported to the police;
- c) if the Applicant reports the metered standpipe as lost, stolen misplaced or the metered standpipe is not returned in accordance with this approval, the Applicant will forfeit the bond for the cost of a new metered standpipe. Council will only hold the bond in trust for the metered standpipe for three months from the date that the metered standpipe was reported lost, stolen or misplaced. After this time the bond will be forfeited to Council; and
- d) should the Applicant require a replacement metered standpipe, a further bond will be required to be paid to Council which will be held in trust.

## **5 Costs for Metered standpipe damage**

- a) any repairs for damages occurring to the metered standpipe will be invoiced to the Applicant; and
- b) any costs to repair any damage to the Council's infrastructure caused through misuse while connected to the Council's infrastructure will be invoiced to the Applicant.

## **6 Financial arrangements**

Details of Council's fees and charges, including bond amounts, can be found on Council's website at the following;

<https://portal.lgsolutions.net.au/Fees/Public/Tamworth>

### **6.1 Bond**

- a) applicants will be required to lodge a bond with Council before accessing the metered standpipe;
- b) the bond will be held until the standpipe is returned to Council undamaged with all applicable fees and charges paid;
- c) the bond or part thereof may be forfeited to Council as detailed within these terms and conditions;
- d) the amount of the bond will change from time to time with the current amount available on Council's website;
- e) a bond is required for each standpipe hired;

### **6.2 Fees and Charges**

- a) a fee per kilolitre determined by the Council will apply for potable water taken by a Applicant from an authorised hydrant fill point;
- b) a weekly rent for each standpipe will be levied;
- c) the current fee per kilolitre and rent are available on the Council's website;

### **6.3 Payment**

- a) all invoices shall be paid in full within 30 days of invoice date; and
- b) any unpaid accounts may be subject to interest charges and shall be recovered as per Council's Debt Recovery Policy; and
- c) the Applicant is to forward to Council any issues regarding accounts or general enquiries in writing or by electronic means.

## **7 Water Supply Meter Readings**

- a) Council shall have the right to request readings on the Metered Standpipe at any time; and
- b) the Company/Applicant will be required to record the meter reading in the Logbook supplied by Council for standpipes on the 21st day of each month and supply those reading to the email address [standpipe.reading@tamworth.nsw.gov.au](mailto:standpipe.reading@tamworth.nsw.gov.au) or fax number 02 6768 1529 no later than the 28th day of each month.

## **8 Default, Expiry and Termination of Approval**

This Approval will cease:

- a) upon the return of the metered standpipe to Council settlement of all outstanding accounts and return of any bond moneys held by Council; or
- b) if Council or the Applicant formally advises the termination of the Agreement and provides 28 days notice.

Council may at its discretion request an Applicant return a metered standpipe that is not being utilised as evidenced by the metered standpipe's meter readings over a period of three consecutive months. In such instances the Approval for supply of potable water through a metered standpipe will then be cancelled, and the bond returned as per 6.1.

Applicant will be in breach of this approval if they:

- a) fail or refuse to comply with any condition or requirement or request imposed on the Applicant by the *Water Supply (Safety and Reliability) Act 2008*, the *Food Act 2003*, or the *Public Health Act 2010*;
- b) fail to inform the Council of any changes within the company affecting the payment of any account;
- c) the use of the water supplied through a metered standpipe is for any unapproved use;
- d) fail to comply with any part of this approval;
- e) fail or refuse to pay any potable water fees or charges owing to the Council by the relevant due date; and
- f) commit or suffer the occurrence of an Act of Insolvency.

If the Applicant defaults in respect of any obligations under this Approval, the Council may terminate this Approval by written notice to the Applicant at its absolute discretion, and the bond returned as per 6.1.

## **9 Miscellaneous**

### **9.1 Assignment or transfer**

The Applicant is privy to this Approval and it cannot be assigned or otherwise transferred to any other business or person.

## **9.2 Amendment of approval**

- a) the Council may in its sole discretion amend the terms and conditions of this Approval by written notice to the Applicant; and
- b) the Applicant is deemed to have accepted and agreed to the amended terms and conditions of this Approval if it takes potable water from an authorised hydrant fill point after written notice of the amendment is given to the Applicant.