

**12 MONTH TEMPORARY  
RECYCLED WATER SUPPLY AGREEMENT**

**BETWEEN**

**WESTERN REGION WATER CORPORATION**

**AND**

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**AGREEMENT** made \_\_\_\_\_ day of \_\_\_\_\_ 20  
(Date of Western Water approval)

**PARTIES**

**WESTERN REGION WATER CORPORATION** of  
36 Macedon Street Sunbury, 3429 in the State of Victoria

AND \_\_\_\_\_  
("the Occupier")

OF \_\_\_\_\_  
\_\_\_\_\_  
(site/s where recycled water is being used)

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Unless the context otherwise requires:

- (1) "Act" means the Water Act 1989 or any amendment or consolidation thereof;
- (2) "Agreement" means this document, including any Schedule or Annexure to it;
- (3) "Western Water" means Western Region Water Corporation;
- (4) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (5) "Commencement Date" means the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_
- (6) "Managing Director" means the Managing Director of Western Water;
- (7) "Recycled Water" means the treated wastewater discharged from Western Water's Recycled Water Treatment Plants.

**2. USE OF RECYCLED WATER**

2.1 Western Water will from the Commencement Date allow the Occupier to receive recycled water upon the terms and conditions contained in this Agreement.

2.2 The transport and use of the recycled water must be in accordance with Western Water and the provision of the Act and all other Acts, Regulations, By-Laws and Orders insofar as they relate to or are binding on the Occupier and Western Water.

2.3 The customer is required to develop a site specific management plan in relation to the use of recycled water on the property and that the water may ONLY be used in accordance with the plan and the EPA approved protocols.

**3. WESTERN WATER OBLIGATIONS**

- 3.1 Western Water must, from the Commencement Date and during the term of this Agreement, use its best endeavours to supply the Occupier recycled water.
- 3.2 Western Water is bound by clause 3.1 only to the extent that it has recycled water available to it for supply to be made.
- 3.3 Western Water may at any time discontinue supply for any reason, which in Western Water’s opinion constitutes a reasonable ground for discontinuing supply. Western Water shall incur no liability in the event of a discontinuance of supply pursuant to this clause. This clause operates independently of clause 8.3 and Western Water may discontinue supply in accordance with this clause regardless of whether there has been any breach of this Agreement.
- 3.4 Western Water will provide an “I Button” or PIN to access a recycled water standpipe.
- 3.5 Access to the recycled water standpipe at the Sunbury & Gisborne Recycled Water Treatment Plants is available during business hours 7.30 am to 6.00 pm weekdays. Access to receive recycled water from the Melton Recycled Water Treatment Plant, is 6.00 am to 6.00 pm seven days a week.
- 3.6 Filling point for Recycled Water \_\_\_\_\_  
(Sunbury, Gisborne or Melton)
- 3.7 Class of Recycled Water \_\_\_\_\_  
Class A, B or C –  
Please confirm with Western Water

**4. USER OBLIGATION**

- 4.1 The recycled water supplied by Western Water to the Occupier pursuant to this Agreement must only be used at the Property for the purpose of

.....  
(insert proposed use of recycled water )  
and in accordance with the “*Recycled Water Customer Site Management Plan*”, as part of this application.

- 4.2 The Occupier must not cause or allow or permit the transfer or diversion of any recycled water nor shall it sell any recycled water to any other person, authority or organisation whatsoever.
- 4.3 The Occupier must obtain and comply with all necessary consents, permits, licences and authorities for the supply, transport delivery and acceptance by it of recycled water pursuant to the Agreement.
- 4.4 The Occupier must comply with requirements of “Guidelines for Wastewater Reuse” published by the Environment Protection Authority or any replacement guidelines issued by the Environment Protection Authority or another Government agency.

4.5 The Occupier must ensure the proper operation and maintenance of the irrigation system, proper instruction of staff including the truck drivers and ensure the transport container is not used for any other classes of recycled water or drinking water.

4.6 Western Water will only supply recycled water for approved uses within Western Water's supply district. Western Water may supply recycled water in the following areas, if no alternate supply available.

Macedon Ranges Shire Council  
Shire of Moorabool  
Hume City Council  
Shire of Melton

5.1 The occupier/recycled water carter shall pay to Western Water the current costs to supply recycled water, which may increase each financial year, currently at:

- \$0.35 ¢/kl for Class B and C supplied from Sunbury & Gisborne.
- \$1.38 /kl for Class A supplied from Melton.
- \$6.22 per day as a fixed charge per up to 30,000 litre tanker for unlimited visits per day.

5.2 Western Water shall send an invoice setting out amounts due and payable in respect of the supply of recycled water. The amount specified in any invoice issued by Western Water is due and payable by the Occupier/recycled water carter within 28 days of receipt.

## **6. QUALITATIVE LIMITS OF RECYCLED WATER**

6.1 Western Water must provide recycled water, which meets the standards and requirements contained in any licence or permit issued to Western Water by the Environment Protection Authority.

6.2 If any dispute arises between the parties hereto as to whether there is compliance with the relevant Acts, Regulations, By-Laws, Orders, licences or permit referred to in this agreement, unless settled within 14 days of receipt of a notice of dispute, it shall be referred to arbitration pursuant to Clause 9.1 hereof.

6.3 Western Water will not be liable for any use by the Occupier of recycled water, which meets the standards specified in Clause 6.1.

## **7. USER TO BE LIABLE FOR DAMAGE**

7.1 The Occupier shall indemnify Western Water for all loss or damage (including pecuniary) suffered by Western Water or any other person or property in the event of loss or damage caused by or in connection with supply by Western Water of recycled water.

7.2 The Occupier must at all times maintain an insurance policy with an insurance company approved by Western Water against any liability which it may incur pursuant to clause 7.1 hereof and shall on demand produce to Western Water any such policy of insurance and the receipts for the payment of the current renewal premium therefore.

7.3 The amount of insurance provided by the said policy shall not be less than **Ten Million Dollars** (10,000,000.00) for:

- (i) any one period or insurance, and
- (ii) any one claim or series of claims arising out of a single cause or event with no limit in respect of the period of insurance.

7.4 In addition to the above mentioned amount the policy shall provide indemnity for all legal costs and other expenses incurred in the settlement or contesting of claims with no limits as to quantum.

## **8. DURATION AND TERMINATION OF AGREEMENT**

8.1 The Agreement shall continue for a term of up to 12 months from the Commencement Date.

8.2 Any termination of this Agreement shall be without prejudice to any claim, which either party may have against the other in respect of any antecedent breach of this Agreement.

8.3 At the option of Western Water this Agreement may be terminated or the supply of recycled water may be discontinued by Western Water giving notice to the Occupier in the event of any breach of this Agreement by which is not remedied within thirty (30) days of Western Water giving notice to the Occupier requiring such breach to be remedied.

## **9. ARBITRATION**

9.1. If any dispute shall arise from this Agreement, whether in connection with its interpretation or performance or otherwise, one party must give to the other a notice in writing that in the opinion of the former party a dispute exists between them and if such dispute is not settled within one (1) month of such notice the dispute shall forthwith be referred for decision by an engineer having suitable experience and expertise appointed by the President of the Victorian Chapter of the Institution of Engineers Australia who shall act as an arbitrator pursuant to the Arbitration Act 1958.

9.2. The award of the arbitrator appointed pursuant to clause 9.1 shall be final and binding on the parties. The provisions of the Arbitration Act 1958 shall insofar as they are not inconsistent with this Agreement apply to any reference to arbitration pursuant to this clause.

## **10. COSTS**

10.1 Western Water shall pay the costs of an incidental to the preparation of this Agreement.

## **11. CONTACT DETAILS OF APPLICANT** *(please print)*

Name; \_\_\_\_\_

Postal Address; \_\_\_\_\_

Phone Number; (mob) \_\_\_\_\_ (business) \_\_\_\_\_

EXECUTED as an Agreement

Signed by or for and on behalf of the Occupier

.....  
(Print Name & Title)

.....  
(Signed)

Date.....

Signed on behalf of Western Water by:

..... Manager, Renewable Resources

..... General Manager

Date.....

