

5 June 2013

Dear [REDACTED]

Re: Recycled Water Third Party Agreement

Please find enclosed your signed copy of the Recycled Water Third Party Agreement for the reuse of recycled water from the Thabeban Wastewater Treatment Plant.

If you require any further information or clarification in relation to the Agreement, please contact Council's Water and Wastewater Environmental Technical Officer, Mr Brett Kronk, on 1300 883 699 quoting file reference SD/0139.

Yours faithfully

[REDACTED]
Tom McLaughlin
Group Manager - Water and Wastewater

Enc

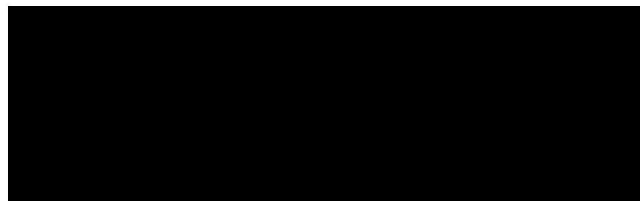


Recycled Water Third Party Agreement

Between

**Bundaberg Regional Council
ABN 72 427 835 198
(‘The Supplier’)**

and



(‘The Customer’)

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1. AGREEMENT

1.1 Dates of Validity

This agreement shall commence on 1 June 2013.

This agreement shall expire on 31 May 2018.

This agreement shall be for the term of five (5) years.

This agreement shall be reviewed after the initial five (5) year term in which the agreement may be renewed by Council for an additional five (5) years.

1.2 Parties

This water recycling agreement is between:

Bundaberg Regional Council ('the Supplier')
ABN 72 427 835 198
190 Bourbong Street, Bundaberg

AND

1.3 Purpose and Understanding

This agreement shall define the responsibilities and the commitment of each of the parties with respect to the supply and use of recycled water from the Thabeban Wastewater Treatment Plant. It is agreed that:-

- (a) the Supplier owns and operates the treatment facility that produces the recycled water;
- (b) the Customer occupies the property on which the recycled water is used;
- (c) the Supplier has agreed to provide recycled water from the treatment facility, for use by the Customer on the Customer's property, for the duration of this agreement.

1.4 Recitals

This agreement shall be read in conjunction with the attached Schedules and Appendices.

This agreement is not exclusive to the customer. The Supplier retains the right to provide recycled water to other customers as long as 'the Customer' is not disadvantaged in any way.

1.5 Renewal of Agreement

- (a) The Customer can request that this agreement be renewed by advising the Supplier in writing;
- (b) Six (6) months prior to the expiry of this Agreement, the Customer may request renewal of this agreement;
- (c) The maximum duration for a renewal of this agreement will be five (5) years;
- (d) The renewal of this agreement shall be at the discretion of the Supplier;
- (e) The Supplier is required to give the Customer six (6) months notice of any fee changes that may be applicable to this agreement;
- (f) The Customer is required to give written notice of acceptance of any new fee within thirty (30) days of being notified, otherwise the Supplier may, at its discretion, choose not to extend the agreement;
- (g) In keeping with the aim of simplifying this agreement, nothing precludes both parties from negotiating an agreement for additional periods, terms and conditions;
- (h) Any renewal of this current agreement must be agreed upon by both parties.

1.6 Recycled Water Fee

- (a) The Customer agrees to pay the Supplier the fees specified in Item 9 of the Summary of Particulars in consideration for the supply of Recycled Water as referred to herein;
- (b) The Supplier shall include on the invoice details of the period to which the invoice applies and the quantity of Recycled Water drawn by the Customer during this period;
- (c) The Customer shall pay the fees within thirty (30) days of the Supplier sending an invoice to the Customer. Payments are to be made to the address of the supplier recorded in this agreement or otherwise at the written direction of the Supplier

1.7 Transfer or Termination

- (a) If the Customer defaults in the discharge of an obligation under this agreement, the Supplier may give written notice to the Customer specifying the nature of the default and a time to remedy the default. The time to remedy the default will depend upon the severity and risk associated with the default.
- (b) If the Customer fails to remedy a default within the period given, then the Supplier may in its absolute discretion terminate the agreement by written notice to the

Customer or suspend the supply of recycled water to the Customer for as long as the Customer fails to remedy the default;

- (c) Should this agreement be terminated by the Customer for any reason, the projected costs to be recovered by the Supplier for the aforementioned items shall be recoverable despite the fact that the term of this agreement has been foreshortened or in some other way expired. The supplier also reserves the right to recover infrastructure costs incurred by the supplier associated with this agreement.
- (d) Either the Supplier or the Customer may terminate this agreement on six (6) months written notice to the other party.

1.8 Disputes

- (a) Any dispute regarding this agreement should be settled by negotiation;
- (b) Neither party may institute a court proceeding to determine a dispute under this agreement other than or unless and until all of the terms of this clause have been exhausted;
- (c) Should negotiation fail to resolve any dispute to the satisfaction of both parties, the matter shall be referred to the Chief Executive Officer of the Bundaberg Regional Council for resolution;
- (d) Should a resolution not be possible through this course of action, then the matter shall be referred to an expert and/or legal arbitrator for resolution;
- (e) In the event that the dispute is in relation to engineering designs, standards, performance or the like, an expert shall be nominated from an expert panel provided by the Institution of Engineers, Australia, Queensland Division, and shall be agreed to by both parties;
- (f) In the event that the dispute is in regard to a contractual obligation of this agreement, then a single arbitrator appointed by the President of the Queensland Law Society will act as arbitrator who will assess the dispute in accordance with the requirements of the Commercial Arbitration Act 1990 and make a decision that shall be agreed to by both parties;
- (g) In the event that the dispute is in regard to an environmental issue, the Department of Environment and Heritage Protection will be engaged to act as an adviser so that any environmental issues may be dealt with accordingly.

1.9 Summary of Particals

Item 1:	Customer's Required Use:	Irrigation of Sugar Cane / Small Crops
Item 2:	Application/Usage of Recycled Water: (Is the application/use controlled or uncontrolled? If uncontrolled, what are the hours of operation/application?)	Continually monitored and controlled irrigation
Item 3:	Delivery Point(s): (address or locality defining the junction between Council owned infrastructure and user's draw point. Include a map identifying the location)	Delivery point is located at the designated point of the boundary between [REDACTED] and [REDACTED]
Item 4:	Particulars:	
	Supplier details	Bundaberg Regional Council 190 Bourbong Street Bundaberg 4670
	Customer details (Address or Lot No. / RP description, where irrigation will occur)	[REDACTED]
	Process details (land size, topography, surrounding land uses and other surrounding environmental/social features that could be affected by the use of recycled water)	Details included with Irrigation Management Plan
Item 5	Service Levels:	
	Quantity of Recycled Water Supplied (Supplier to provide details on the reliability, availability, volume and delivery pressure of recycled water to be provided, e.g. continuous, total, daily rate, daily maximum etc.)	The Treatment Plant has a capacity to deliver 0.9 ML per day
	Quality of Recycled Water Supplied (Supplier to provide details on the Class of recycled water supplied, including treatment processes and chemical quality)	Recycled water is Class C and is suitable for irrigation of sugar cane / small crops

	Quantity of Recycled Water Required (Customer to provide details on the volume and delivery pressure of recycled water required, e.g. on demand, total, daily rate, daily maximum etc)	Quantity required on the basis of current supply is 110 ML per year (estimated).
	Quality of Recycled Water Required (Customer to provide details on the Class of water needed for the defined use)	Class C
	Agreed Quantity of Recycled Water (define the water quantity that has been negotiated and agreed between the two parties)	110 ML per year (estimated)
Item 6:	Term of Agreement: (length of time, e.g., number of months/years this agreement is valid for)	5 years with option to renew for additional 5 years
Item 7:	Source of Recycled Water: (Supplier to provide details on the name and location of the water treatment facility that will supply the recycled water to the Customer)	Thabeban Wastewater Treatment Plant Three Chain Road, Thabeban
Item 8	Suitability Classification of Recycled Water: (Class of recycled water provided as specified in Appendix 1)	Class C recycled water As per <i>Public Health Regulation 2005</i>
Item 9:	Recycled Water Fee: (Include all agreed recycled water provision costs, e.g., connection fee, annual flat rate fee, cost per volume fee, administration and maintenance fees etc.)	1. [REDACTED] per annum to cover infrastructure cost invoiced on a 6 monthly basis. 2. [REDACTED] per ML to cover operational and administrative costs invoiced on a 6 monthly basis Recycled water costs to be adjusted annually at the end of each financial year according to the Brisbane All Groups Index for the Consumer Price Index (CPI)
Item 10:	On Selling Rights:	On selling right to be approved by the Supplier. The Supplier shall reserve the right to apply conditions to the on-selling of the recycled water.

2. SUPPLIER'S RESPONSIBILITY

2.1 General Responsibilities and Obligations

The Supplier agrees to:

- (a) Construct, operate and maintain infrastructure necessary to provide recycled water at the delivery point. The delivery point is defined as the designated point on the boundary between [REDACTED]
- (b) Subject to availability, provide recycled water to the Customer;
- (c) Provide information to the Customer regarding the quality of the recycled water upon request and at any such times that the recycled water is materially different in quality to the extent that it may not be safe for the agreed use;
- (d) Provide information to the Customer regarding the levels of service and times that the levels of service cannot be met;
- (e) Accept responsibility for ensuring satisfactory quality of the recycled water being produced as far as the specifications of the treatment plant allow, and agree to monitor the quality of the recycled water supplied;
- (f) Undertake an audit of the customer's facility to ensure compliance with this agreement. Audits shall comprise of an inspection of the facility and the sighting of documentation used for complying with this agreement. Audits shall be performed annually.

2.2 Delivery of Recycled Water

- (a) The Supplier will make available recycled water from the treatment facility at the delivery point, to enable the Customer to use the recycled water.
- (b) The Supplier shall install, read and maintain, at or near the delivery point, a measuring device to measure the volume of recycled water drawn by the Customer at the delivery point;
- (c) If reasonably requested by the Customer, the Supplier will check the accuracy of the measuring device. If the measuring device is found to be reading inaccurately, the Supplier shall repair or replace it promptly. The repair or the replacement of such device shall be the only responsibility borne by the Supplier in relation to this matter, in particular the Supplier shall not be responsible for providing any reimbursement, compensation or other damages;
- (d) The Supplier will use reasonable endeavours to ensure that the recycled water meets the service levels agreed with the Customer, but provided always that the Customer acknowledges and agrees that the Supplier shall bear no liability or responsibility therefore;

- (e) The Supplier may, at its discretion, reduce, interrupt or discontinue the supply of recycled water in the following situation:
- i. the recycled water fails to meet the Water Quality Specifications specified in Appendix 4 of this agreement;
 - ii. any component of the treatment plant or supply infrastructure is damaged or breaks down;
 - iii. to undertake necessary maintenance or repairs to any component of the treatment plant or supply infrastructure;
 - iv. the Supplier, the Customer or the Owner receiving from the Department of Energy and Water Supply, or such other statutory body, an order or direction which effectively requires that Recycled Water not be supplied to the site;
 - v. any loss by the Supplier, the Customer or the Owner, of any applicable planning permit, licence, permission or consent necessary to enable it to lawfully operate the treatment plant or supply infrastructure (in the case of the Supplier) or necessary to enable them to carry out the use of Recycled Water on the land (in the case of the Customer); and
 - vi. the Customer requesting a reduction of supply.

2.3 Quantity of Supply

- (a) The Supplier will use reasonable endeavours to ensure that recycled water is available in the quantity agreed with the Customer at the delivery point;
- (b) The Customer acknowledges that the quantity of recycled water available to the Customer at the delivery point may be influenced by, and may at times be interrupted by, variable factors outside the control of the Supplier, which include (but are not limited to) the following events:
- i. the level of output from the Treatment Plant falling to a level precluding or limiting supply;
 - ii. accident, strike, civil commotion, natural disaster or such other incident beyond the supplier's control; and
 - iii. the failure of any plant or equipment.
- (c) Other than in an emergency, the Supplier will endeavour to give the Customer reasonable notice of any expected reduction, interruption or discontinuance of the supply of recycled water.

2.4 Quality of Supply

- (a) The Supplier shall reasonably endeavour to provide recycled water that meets the quality standards for this treatment plant and as agreed to with the Customer;
- (b) The Customer acknowledges that the quality of recycled water available to the Customer at the delivery point may be influenced by, and may at times be interrupted by, variable factors outside the control of the Supplier;
- (c) The Customer acknowledges that the quality standards referred to in the supporting schedules and appendices are based on the current understanding of health risks associated with recycled water;
- (d) The Supplier shall monitor the quality of recycled water, as required by Development Approval No. [REDACTED] and in accordance with the Queensland Water Recycling Guidelines;
- (e) The Supplier will notify the Customer immediately should it be evident that the recycled water provided to the Customer has exceeded the agreed water quality specifications as stated in Appendix 4.

2.5 Responsibility for Recycled Water

- (a) Responsibility and risk for recycled water will pass to the Customer at the delivery point whether or not payment has been made for the recycled water and whether or not the Customer is the owner of the infrastructure through which the recycled water has been delivered. Ownership of the recycled water will also pass at the delivery point.
- (b) To avoid doubt, the Supplier accepts no responsibility for any further treatment of the recycled water, which the Customer may take beyond the delivery point;
- (c) Should the Customer wish to on-sell the recycled water, the Customer is responsible for enacting a separate agreement that clearly indicates itself as the new Supplier to its Customer. The on-selling of recycled water shall require approval from the Supplier and such approval shall require that the Supplier be indemnified and held blameless in relation to any damages, costs or expenses which flow from the on-sale and use of such recycled water for any reason whatsoever. The Supplier reserves the right to request information from the Customer and apply terms and conditions, through negotiations with the Customer.

3. CUSTOMER'S RESPONSIBILITY

3.1 Suitability for Customer's Purposes

- (a) The Customer is obliged to use the recycled water only for the use stated in this agreement;

- (b) The Customer accepts that the recycled water supplied has been appropriately treated in accordance with the design specifications of the treatment plant and is suitable for the type of use identified in this agreement;
- (c) The Customer agrees that it shall satisfy itself that the recycled water supplied is suitable for the intended use.

3.2 Installation of Signs

- (a) The Customer shall install and maintain warning signs on their property or as otherwise required by any licence, permit or approval. Further, the Customer agrees that it shall accept all responsibility and liability in relation to such installation, maintenance, replacement and renewal as required pursuant to such licences, permits or approvals or their replacements or amendments thereto.
- (b) The notices are to warn persons not to use, drink or have contact with recycled water and shall be prominently displayed in places where persons can gain access to or have contact with the recycled water (e.g., taps, cocks, valves and irrigation areas).
- (c) The Notices shall, inter alia:
 - be distinctively colour-coded (lilac) and marked with the words:

WARNING: RECYCLED WATER – DO NOT DRINK. This notice shall also include an appropriate warning symbol as well as text.
 - be in compliance with AS 1319 – Safety Signs for the Occupational Environment.
 - indicate the location of all water recycling piping and conduits owned and operated by the Customer.
 - be in English.
- (d) Should the Supplier prepare and provide signs to the Customer or a template for signs, the Customer shall use those signs or that template.

3.3 Construction and Operation of Customer Infrastructure

The Customer shall:

- (a) bear all costs associated with owning, operating and maintaining the Customer's infrastructure;
- (b) ensure that the Customer's infrastructure is competently operated and maintained;

- (c) operate and maintain the Customer's infrastructure at their own risk and adopt work practices that avoid the risk of personal injury, property damage and environmental harm;
- (d) not use the Customer's infrastructure, or permit it to be used, for a purpose other than that for which it was designed and constructed;
- (e) not use the Customer's infrastructure in a manner that either interferes with the safe and efficient operation of the Supplier's infrastructure, or is likely to result in an increase to any premium payable by the Supplier for damage, public risk or any other insurance;
- (f) promptly repair any damaged component of the Customer's infrastructure from which recycled water is leaking and has the potential to, or will cause harm outside the irrigation area;
- (g) promptly notify the Supplier of any malfunction in the Customer's infrastructure where the malfunction might create a danger to persons or property;
- (h) Comply with the design standards given in Appendix 3A to the construction of any Customer infrastructure by the Customer or on behalf of the Customer;
- (i) Comply with Appendix 3B in circumstances where the Customer uses or wishes to use any other party's infrastructure (Third Party Infrastructure) to carry recycled water from the delivery point to the land or to the Customer's infrastructure.

3.4 Precautionary Measures

The Customer shall implement and comply with the following precautionary measures:

- (a) Ensure that all persons exposed to the recycled water are instructed in personal hygiene measures and appropriate health and safety procedures associated with using recycled water;
- (b) Recycled water shall not be allowed to contaminate or be connected to a potable water system;
- (c) Leakage of recycled water from any pipelines is to be prevented and drainage associated with pipe scouring/cleaning/flushing is only to be undertaken in a manner such as not to cause environmental harm;
- (d) Pipelines and fittings used for recycled water shall be clearly identified. Standard household water taps, hoses, cocks and garden fittings shall not be fitted to recycled water pipelines. The Customer's infrastructure shall not be connected to other service pipelines;
- (e) All piping used for the Customer's infrastructure shall be readily identifiable and distinguishable from potable water piping on the same site;

- (f) For above ground installations, recycled water infrastructure shall not be installed within 100 mm of a parallel potable water supply. For below ground installations, recycled water infrastructure shall not be installed within 300 mm of any parallel potable water supply;
- (g) Recycled water piping system forming part of the Customer's infrastructure is to be in accordance with all relevant Australian Standards;
- (h) Notices warning persons not to use or drink or have contact with recycled water shall be prominently displayed and shall be maintained in a clearly visible and legible condition, as previously indicated in this agreement.

3.5 Comply with Laws and Directions

- (a) The Customer shall at all times during the term of this agreement comply with all laws affecting or relating to construction, operation and maintenance of the Customer's infrastructure, volume of recycled water consumed and the use of the recycled water;
- (b) The Customer shall provide any information required by the Supplier for the preparation of documents required under the *Water Supply (Safety and Reliability) Act 2008* and its subordinate legislation and guidelines;
- (c) The Customer shall also comply with any additional requirements dealing with the construction and operation of the Customer's infrastructure, as directed by the Supplier;
- (d) Any such additional requirements, introduced by the Supplier is of no effect until written notice is given by the Supplier to the Customer;
- (e) Upon request by the Supplier, the Customer shall produce the originals of any documents verifying that the Customer holds the necessary statutory approvals, registrations, permits, licences etc.

3.6 Access

- (a) The Customer grants to the Supplier and its agents rights of access onto the land and to the site (with necessary materials) as is required for inspecting, metering and testing of the Customer Infrastructure;
- (b) The Customer will cooperate with and provide access to the Supplier's staff for taking water samples or otherwise undertaking environmental monitoring at the site or the land and for the purposes of undertaking scheduled audits of Recycled Water use at the site;
- (c) The Customer will provide the Supplier's staff rights of access to the land as is required for maintenance, alterations and operation of the Supplier's infrastructure;
- (d) The Customer shall reasonably endeavour to maintain safe access to the Customer's infrastructure and Supplier's infrastructure;

- (e) Wherever possible, access will be at times arranged with and convenient to the Customer.

3.7 General Environmental Duty

To comply with legislative requirements, the Customer must be aware of their General Environmental Duty (GED). As a guideline, the Customer's GED shall include such provisions as those indicated below:

- (a) Train staff responsible for the operation of the recycled water infrastructure on issues regarding the safe use of recycled water;
- (b) Inform visitors to the site that recycled water is being used on the site and that there is a need to observe the signage and to minimise contact with recycled water. This shall extend to the reporting of any incidents involving recycled water;
- (c) Prevent the contact of recycled water with people through inadvertent ingestion and spray drift;
- (d) Minimise the potential for recycled water intrusion into groundwater and surface waters;
- (e) Keep detailed records of any recycled water spills or runoff from the site and other environmental incidents and keep records of any complaints from external parties. Information to be recorded should include time, date and nature of complaint, name and contact details of the complainant, response and investigations undertaken, name of person responsible for investigating the complaint, and actions taken as a result of the investigation.

4. INDEMNITY

- (a) The Customer acknowledges and agrees that the Supplier shall use all reasonable endeavours to ensure compliance with the terms of this agreement and other statutory obligations imposed upon the Supplier pursuant to the activities contemplated hereunder;
- (b) The Customer covenants and agrees that the Supplier has entered into the terms of this agreement and structured the fees levied pursuant hereto strictly on the basis that the Customer hereby indemnifies and holds blameless the Supplier in relation to all losses, damages, costs, expenses, fees, charges or other impositions incurred as a result of the supply to and the use or other operation of recycled water on the Customer's land pursuant to the terms hereof howsoever caused or incurred.

5. ATTESTATIONS

SIGNED as an Agreement.

SIGNED for and on behalf of Bundaberg
Regional Council by its duly authorised
representative in the presence of

COMMISSIONER FOR DECLARATIONS

A Justice of the Peace/Commissioner for Declarations

Full name of Witness

MAYOR

DATE

DATE

SIGNED by
in the presence of:

A Justice of the Peace/Commissioner for Declarations

Full name of Witness

DATE

SCHEDULES

Introduction

In determining the appropriate usage for recycled water, the Supplier and Customer should refer to the following schedules. These schedules list the recycled water classifications that dictate the options for re-use, and are based on the quality of the water in terms of microbiological criteria and the type of treatment process used. The Public Health Act 2005 - Public Health Regulation 2005 (State of Queensland, Queensland, 2005) is the basis for the classification scheme used in Queensland.

Depending on the regional locality, size of infrastructure, population support, sewerage treatment technology and regional sensitivities, each Supplier will generate recycled water of a certain quality. The Customer should be aware of the class of recycled water that will be supplied to them and, after referring to the following tables, determine if the supply can be used for their purpose. Should the quality of recycled water not meet the Customer's required quality, the Customer is entitled to further treat the supplied water to a standard that is suitable. Further treatment of the supplied water will be at the Customer's sole risk and expense.

Typical classes of recycled water produced by Suppliers are presented in Appendix 1.

The quality standard applicable to this water recycling agreement is Class 'C'.

SCHEDULE 1

Recycled Water for Agricultural Purposes

In finalising a Third Party Agreement (TPA) between the Supplier of recycled water and a Customer who will use the water for irrigation, the parties (particularly the Customer) need to consider the specific requirements and necessary conditions of the land and vegetation that will receive the recycled water (see the 2-step approach below).

Chemical Quality - Crops, Pasture and Fodder

Step 1	<ul style="list-style-type: none"> Examination of a limited number of characteristics should be completed to evaluate the suitability of recycled water for crop irrigation Some of the more important characteristics include TDS, boron, chloride, sodium adsorption ratio and pH
Step 2	<ul style="list-style-type: none"> If Step 1 analyses indicate recycled water to be suitable for crop irrigation then further parameters may need to be examined important parameters include heavy metals and trace elements, nutrients, pesticides, organochlorins, polyaromatic hydrocarbons, monocyclic hydrocarbons and disinfection by-products (depending on mode of disinfection)

The listed characteristics and parameters provided above are a minimum guide only. The parties of this agreement should assess the source and appropriate uses of recycled water on a case-by-case basis, particularly when recycled water quality depends on such factors as origin and characteristics of the wastewater received at the treatment plant.

Additional Requirements

For Class C water:	If used for spray, flood or furrow, additional words should be added to warning signs indicating: RECYCLED WATER BEING USED — DO NOT ENTER WHEN IRRIGATION IN PROGRESS
	Restrict public access during periods of spray irrigation
	Restrict public access if used for flood or furrow irrigation

APPENDIX 1

Excerpt from the Public Health Regulation 2005, pp. 64-67

SCHEDULE 3D

Standards for Quality of Classes A, B, C and D Recycled Water

SCHEDULE 3E

**Standards for Quality of Recycled Water for Irrigating Minimally
Processed Food Crops**

Public Health Regulation 2005

Schedule 3D

Schedule 3D Standards for quality of classes A, B, C and D recycled water

section 18AF

Column 1 Class of recycled water	Column 2 Factor	Column 3 Frequency of sampling	Column 4 Value	Column 5 Annual value
class A recycled water	<i>Escherichia coli</i>	weekly	(a) for a sample mentioned in section 18AF(c)—more than 100 cfu/100mL; or (b) for a follow-up sample mentioned in section 18AF(d)—less than 10 cfu/100mL	less than 10 cfu/100mL found in 95% of the samples taken for a 12 month period
class B recycled water	<i>Escherichia coli</i>	weekly	(a) for a sample mentioned in section 18AF(c)—more than 1000 cfu/100mL; or (b) for a follow-up sample mentioned in section 18AF(d)—less than 100 cfu/100mL	less than 100 cfu/100mL found in 95% of the samples taken for a 12 month period

Schedule 3D

Column 1 Class of recycled water	Column 2 Factor	Column 3 Frequency of sampling	Column 4 Value	Column 5 Annual value
class C recycled water	<i>Escherichia coli</i>	weekly	(a) for a sample mentioned in section 18AF(c)—more than 10000 cfu/100mL; or (b) for a follow-up sample mentioned in section 18AF(d)—less than 1000 cfu/100mL.	less than 1000 cfu/100mL found in 95% of the samples taken for a 12 month period
class D recycled water	<i>Escherichia coli</i>	weekly	(a) for a sample mentioned in section 18AF(c)—more than 100000 cfu/100mL; or (b) for a follow-up sample mentioned in section 18AF(d)—less than 10000 cfu/100mL.	less than 10000 cfu/100mL found in 95% of the samples taken for a 12 month period

Public Health Regulation 2005

Schedule 3E

Schedule 3E Standards for quality of recycled water for irrigating minimally processed food crops

section 18AG

Column 1 Type of crop	Column 2 Method of irrigation	Column 3 Class of recycled water
<p>root crops</p> <p><i>Examples of crops—</i></p> <p>carrot and onion</p>	<p>spray, drip, flood, furrow or subsurface</p>	<p>class A recycled water</p>
<p>crops with produce, other than rockmelons, grown on or near the ground if the produce is normally eaten with the skin removed</p> <p><i>Example of crop—</i></p> <p>pumpkin</p>	<p>spray</p>	<p>class B recycled water</p>
	<p>subsurface, drip, flood or furrow</p>	<p>class C recycled water</p>
<p>rockmelons</p>	<p>spray, drip, flood, furrow or subsurface</p>	<p>class A+ recycled water</p>
<p>crops with produce grown on or near the ground, other than crops with produce normally eaten with the skin removed</p> <p><i>Examples of crops—</i></p> <p>broccoli, cabbage and tomato</p>	<p>spray, flood and furrow</p>	<p>class A+ recycled water</p>

Public Health Regulation 2005

Schedule 3E

Column 1 Type of crop	Column 2 Method of irrigation	Column 3 Class of recycled water
	drip	class A recycled water
	subsurface	class C recycled water
crops with produce grown away from the ground if the produce is normally eaten with the skin removed <i>Examples of crops—</i> avocado, banana and mango	spray	class B recycled water
	drip, flood, furrow or subsurface	class C recycled water
crops with produce grown away from the ground, other than crops with produce normally eaten with the skin removed <i>Examples of crops—</i> apple, olive and peach	spray	class A+ recycled water
	drip, flood or furrow	class B recycled water
	subsurface	class C recycled water
crops for produce grown in hydroponic conditions <i>Examples of crops—</i> herb and lettuce	hydroponic	class A+ recycled water

APPENDIX 2

Relevant Documents

It is advised that the Supplier and Customer of recycled water become familiar with the following literature;

- (a) State of Queensland, Public Health Regulation 2005;
- (b) ANZECC and ARMCANZ (2000) Australian and New Zealand Guidelines for Fresh and Marine Water Quality – National Water Quality Management Strategy. Agriculture and Resource Management Council of Australia and New Zealand;
- (c) ARMCANZ (2000) The National Water Quality Management Strategy, Guidelines for Sewerage Systems, Reclaimed Water. Agriculture and Resource Management Council of Australia and New Zealand;
- (d) DEWS (2005) Queensland Water Recycling Guidelines;
- (e) DEWS (2008) Water Quality Guidelines for Recycled Water Schemes; and
- (f) DEWS (2011) Recycled Water Management Plan – Exemption Guidelines.

APPENDIX 3A

3A. Construction of Customer Infrastructure - Design Standard

- (a) The Customer's infrastructure shall be constructed to a design standard approved by the Supplier.
- (b) The Supplier shall act reasonably in assessing the design standard submitted by the Customer, and shall not unreasonably withhold or delay approval of the design.
- (c) Prior to commencing construction of any Customer infrastructure the Customer shall, at their own expense, submit such details and information as are reasonably necessary to describe the Customer infrastructure including but not limited to:-
 - (i) location of pump installations and of any weir or bulk storage structures.
 - (ii) the expected minimum drain off rate and its comparison with the flows through the delivery point.
 - (iii) the general layout of the Customer infrastructure and a general description of any intended watering system.
 - (iv) measures to ensure that the Customer infrastructure can not be cross connected to any potable water system.
 - (v) measures to ensure that the Customer infrastructure will not cause surface run-off or seepage into adjoining properties; and
 - (vi) where applicable a plan showing areas of irrigation on the Land (if any).

APPENDIX 3B

3B. Third Party Infrastructure System

- (a) The Customer shall obtain and maintain access to any Third Party Infrastructure System that it wishes to use to carry recycled water from the delivery point to the land or the Customer infrastructure.
- (b) The terms of access shall be negotiated directly by the Customer with the owner of the Third Party Infrastructure System and be reasonable and satisfactory to the Supplier.
- (c) The terms of access shall also require the owner of that Third Party Infrastructure System to operate and maintain the Third Party Infrastructure to the satisfaction of the Supplier, including terms on entering into a service agreement with a person acceptable to the Supplier to maintain that Third Party Infrastructure System.
- (d) The terms of access shall also provide the Supplier and its agents with such rights of access, inspection, metering and testing of the Third Party Infrastructure System (with such materials as may be necessary) as required by the Supplier from time to time for the purposes of carrying out the rights and obligations of the Supplier under this Agreement.
- (e) As soon as the Customer makes or becomes aware, the Customer shall notify the Supplier of:
 - all requests by it for access to another person's Third Party Infrastructure System.
 - that persons' terms for granting that access; and
 - any proposed or actual modifications, restrictions, suspensions or cancellations of the Customer's access to that Third Party Infrastructure System.
- (f) If the Customer breaches any provision of the Third Party Infrastructure Agreement or the owner of any Third Party Infrastructure System restricts, suspends or cancels the Customer's right of access to that Third Party Infrastructure System, the Supplier may issue a notice to the Customer, requiring the Customer to show cause why the Supplier should not terminate this Agreement.
- (g) If the Customer fails to demonstrate that it has remedied that breach or dispute to the satisfaction of all parties, the Supplier may proceed to terminate this Agreement without compensation to the Customer and without prejudice to the Supplier's other rights and claims against the Customer for breach of this Agreement.

APPENDIX 4

Water Quality Specification

Recycled Water Quality from Thabeban Wastewater Treatment Plant

Water Quality Characteristic	Concentration Limit	Limit Type	Monitoring Location	Monitoring Frequency
pH	6.5 - 8.5 ph Units	Range	WWTP – Effluent Storage Lagoon	Monthly
5-day Biochemical Oxygen Demand	45 mg/L	Maximum	WWTP – Effluent Storage Lagoon	Monthly
Suspended Solids	75 mg/L	Maximum	WWTP – Effluent Storage Lagoon	Monthly
Total Nitrogen	30mg/L	Maximum	WWTP – Effluent Storage Lagoon	Monthly
Ammonia N	30 mg/L	Maximum	WWTP – Effluent Storage Lagoon	Monthly
Dissoived Oxygen	2 mg/L	Minimum	WWTP – Effluent Storage Lagoon	Monthly
Free Chlorine Residual	Not Limited	N/A	WWTP – Effluent Storage Lagoon	Weekly
E.coli	1000 organisms per 100 mL	95%ile over 12 months	WWTP – Effluent Storage Lagoon	Weekly
Total Phosphorus	30 mg/L	Maximum	WWTP – Effluent Storage Lagoon	Monthly
Electrical Conductivity	Not Limited	N/A	WWTP – Effluent Storage Lagoon	Monthly
Sodium	Not Limited	N/A	WWTP – Effluent Storage Lagoon	Quarterly
Calcium	Not Limited	N/A	WWTP – Effluent Storage Lagoon	Quarterly
Magnesium	Not Limited	N/A	WWTP – Effluent Storage Lagoon	Quarterly

APPENDIX 5

Agreed Definitions

In this Agreement the following terms or words have the following meaning:

'Accessible Access' means the unobstructed passage of machinery and persons;

'Act' means the Environmental Protection Act 1994 (QLD) and any successor legislation to that Act;

'Agreement' means this agreement entitled 'Recycled Water Third Party Agreement' and includes any schedules and attachments annexed to it;

'Customer' means the purchaser of the Recycled Water under this Agreement and includes directors of the Customer's company (if applicable);

'Customer Infrastructure' means the system and controls on the Customer's side of the Delivery Point or systems and controls which the Customer has installed on the Supplier's land necessary to convey, store and apply the Recycled Water and for Permitted Use on the Site;

'Delivery Point' means the location nominated in item 3 of the Summary of Particulars which is the demarcation point between the Supplier Infrastructure and the Customer Infrastructure;

'Environmental Harm' has the meaning given in section 14 of the Act;

'Fee' means the fee for the payment of Recycled Water as set out in item 9 of the Summary of Particulars;

'General Environmental Duty' has the meaning given in section 319 of the Act;

'Land' means the land identified in item 4 of the Summary of Particulars;

'Recycled Water' means the treated municipal wastewater produced by the Treatment Plant and supplied to the Customer;

'Site' means the area of the Land where the Recycled Water will be used as indicated in item 4 of the Summary of Particulars

'Supplier' means the vendor of Recycled Water, namely Bundaberg Regional Council and includes any future statutory or corporate body holding the rights and obligations of the Supplier;

'Supplier Infrastructure' means the infrastructure and all other items and materials necessary to deliver the Recycled Water to the Delivery Point; excluding any systems and controls which the Customer has installed.

'Treatment Plant' means the wastewater treatment plant nominated in item 7 of the Summary of Particulars as the source of Recycled Water;

'Water Quality Specification' means the standard in Appendix 4.

APPENDIX 6

Map Identifying the Recycled Water Delivery Point

