Pressure Sewerage

Customer Service Agreement

AGREEMENT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF PRESSURE SEWERAGE PUMP UNITS AND ASSOCIATED EQUIPMENT

Agreement No _____

This agreement is made between RICHMOND VALLEY COUNCIL

And _____

(the property owner/s)

Where as the property owner/s are the current owners of the property being at

Lot_____, DP_____,

Commonly known as_____.

Council and the property owner/s have come to an agreement regarding the provision of a sewerage service at the above property, as follows:

Council agrees to the following:

1. Council or Council's contractors will install and maintain (including any replacement) a storage vessel, pumps, associated controls and reticulation for the above property in accordance with the attached design, previously agreed by the property owner(s).
2. Council will provide a Home Owner's Manual to the property owner/s.
3. After the system becomes operational, Council will respond within one (1) hour to any faults with the pump unit or alarms. "Response" means Council will assess the problem over the telephone and ensure that staff are available to rectify the fault before there is a significant risk of overflow, or within two (2) hours of the initial contact with Council, whichever is the longer.
4. Expenses associated with responding to and rectifying faults are at Council's costs, unless it is shown that the cause of the fault was related to a breach of this Agreement.

The property owner/s agrees to:

5. Provide Council and its contractors reasonable access to the work site to allow installation of the system, and to maintain the pump in the event of a fault.
6. Operate the system in compliance with the Home Owner's Manual provided by Council, and to ensure that tenants or lessees comply with the Manual. Any damage caused by the owner not operating the system in accordance with the Home Owner's Manual will render the property owner/s liable for the full repair cost.
7. Meet the costs of supplying electricity to operate the pump.
8. Ensure that Council is advised as soon as practicable if any fault is discovered with the pumping unit or associated equipment (eg the alarm activates, or the pump does not operate for some reason).
9. Ensure that they, or their agents, will not attempt to service any item contained in the pumping unit or electrical control panel, inclusive of these items. Any attempt will render the property owner/s liable for the full repair cost.
10. Ensure that all future plumbing work will be completed in accordance with Council's Sewer Policy of the time.
11. Not to cause any damage to the Council's pressure sewer system. Any damage will render the property owner/s liable for the full repair cost.

The above is subject to the following:

12. If the property is sold or transferred, this Agreement must be transferred to the new owners.
13. A new Agreement is required if additional dwellings or serviced buildings are constructed on the property.
14. Any subdivision of the property results in the Agreement being transferred to the new land parcel on which the pumping unit is located.

Ownership of Pressure Sewer System:

15. Council owns the storage vessel, pump, associated controls, electrical control panel, wiring to the control panel and the property service line up to and including the "boundary kit". The "boundary kit" is an arrangement of a one-way valve, isolation valve, maintenance port and surround which is located immediately inside the property between the pump unit and Council's sewer pressure main.

16. Council owns any pressure reticulation mains (being pressure sewer lines downstream of the boundary kit) on the property. The property owner/s owns the pipe work connected to and upstream of the pumping unit. This includes all gravity sewer drains and ventilation plumbing.

Signed for and on behalf of

RICHMOND VALLEY COUNCIL

_____
Name

_____
Position

_____
Signature

_____
Date

In the presence of

_____
Print Name

_____
Signature

Signed by the owner/s
of the property

_____   _____
Print Name   Print Name

_____   _____
Signature   Signature

_____   _____
Date   Date

In the presence of

_____
Print Name

_____
Signature