

	COUNCIL POLICY	
	Standpipe Hire	
POLICY NO	072	
DEPARTMENT	Engineering & Commercial Infrastructure	
PROGRAM	Business Services	
ENDORSED BY COUNCIL	26 April 2017 - Folio 43424	

1.0 Scope

This policy sets out the procedure through which bulk water may be accessed from Mackay Regional Council's (MRC) water network.

2.0 Purpose

To set out the conditions for use, hire and charges for the supply of bulk water through the use of standpipes and fixed hydrants, and to provide guidance on the processes for enforcement action in instances of unauthorised use of a standpipe to take water from MRC water service infrastructure.

3.0 References

- Local Government Act 2009
- Water Supply (Safety & Reliability) Act 2008
- Manual of Uniform Traffic Control Devices 2011
- Water Supply (Safety & Reliability) Act 2008
- Mackay Regional Council - Annual Revenue Statement
- Mackay Regional Council - Commercial Fees and Charges
- Mackay Regional Council - Damaged Standpipe form
- Mackay Regional Council - Standpipe Hire – Conditions of Use

4.0 Definitions

To assist in interpretation, the following definitions shall apply:

Annual Hire Agreement shall mean an agreement between Mackay Regional Council and the customer for the hire of an approved standpipe from Mackay Regional Council for a period of one year.

Annual Revenue Statement shall mean an outline and explanation of the measures that the Mackay Regional Council has adopted for raising revenue.

Authorised Person shall mean a person who is appointed under the Local Government Act 2009 to ensure that members of the public comply with the Local Government Act.

Casual Hire Agreement shall mean an agreement between Mackay Regional Council and the customer for the hire of an approved standpipe for a thirty (30) day period.

Council shall mean the Mayor and Councillors' of Mackay Regional Council.

Fixed Hydrant shall mean a fixed apparatus located at Mackay Regional Council's Paget Depot that allows the extraction of water under pressure to be released from the fixed hydrant.

Hire Agreement shall mean an agreement between Mackay Regional Council and the customer in which the terms are binding until the return of the metered standpipe and payment of all applicable fees and charges.

Hirer shall mean the person, organisation, company or a Mackay Regional Council Department nominated as the authorised user of the hired standpipe.

Hydrant shall mean an apparatus to allow the extraction of water under pressure to be released from Mackay Regional Council's infrastructure.

Internal Hire Agreement shall mean refers to an agreement between Mackay Regional Council and an internal department of Mackay Regional Council for the hire of an approved standpipe to draw water from Mackay Regional Council hydrants.

Internal Staff shall mean an employee of Mackay Regional Council.

Log book shall mean used by the hirer to record daily meter readings from standpipes.

Metered Standpipe in accordance with definition of "Standpipe" however, with a meter attached to measure the flow of water to be drawn from the device.

MRC shall mean Mackay Regional Council

MRC Commercial Fees and Charges shall mean the *fees and charges for Mackay Regional Council per financial year.*

Service Provider shall mean a supplier of water or sewerage service who is registered under the *Water Supply (Safety and Reliability) Act 2008* as a service provider and may include a local government that owns infrastructure for supplying water or sewerage services.

Standpipe shall mean a device which attaches to Mackay Regional Councils managed water infrastructure to provide access to draw a controlled flow of water from the water network.

Water Network shall mean a system of pipes that carry the supply of water for a particular area.

Water Services shall mean a commercial division of MRC. For the purpose of this policy, 'Water Services' refers to any MRC staff having responsibility for implementation of this policy.

5.0 Background

Under the *Water Supply (Safety and Reliability) Act 2008 (Qld)* (WSSR Act), MRC is a registered service provider that owns and operates the water service infrastructure under the jurisdiction of MRC.

This policy was formulated to allow customers to obtain temporary access to MRC's water supply through the use of hired standpipes. Standpipes are used to obtain water directly from hydrants on MRC mains.

The use of a metered standpipe is considered to be a fairer and more equitable process in ensuring that charges reflect actual water usage.

5.1 Legislation

In accordance with the WSSR Act -

Section 145(1) - a person must not take water from a firefighting system or a service provider's hydrant without the permission of the service provider unless the water is taken for firefighting purposes.

Section 191 - a person must not, without the written consent of a service provider, connect to, or disconnect from, the service provider's infrastructure. A person can only connect to MRC's water network by accessing an approved metered standpipe through a hire agreement with MRC. A maximum penalty of 5 penalty units will apply.

Section 192(1) - a person must not, without the written consent of a service provider, interfere with a service provider's infrastructure. A person must ensure that they comply with 'MRC Standpipe Hire – Conditions of Use' when using an MRC approved metered standpipe. A maximum penalty of 5 penalty units will apply.

Section 195(1) - a person must not, without a service provider's written approval, take water from a service provider's infrastructure. A maximum penalty of 5 penalty units will apply.

Section 195 (2) - taking water from MRC infrastructure which is supplied for domestic purposes without approval. A maximum penalty of 5 penalty units will apply.

6.0 Policy Statement

6.1 Supply of Temporary Water Meter (Metered Standpipe)

6.1.1 Metered water shall be supplied from either permanent metered standpipes or by metered hydrants as determined by MRC. Hirers will be instructed by MRC staff on what specific hydrants they can draw water from on commencement of the hire agreement.

The use of non-Council (unauthorised) standpipes to draw water from MRC's water supply system or hydrants is not permitted and will result in fines being imposed in accordance with the WSSR Act.

6.1.2 Bulk water may be accessed by completing an *Application for Metered Standpipe Hire Agreement Form* and upon receipt of approval from MRC. Prior approval from MRC must be received for the drawing of water from every proposed location.

- 6.1.3 Standpipes may be hired to MRC Departments through Internal Hire, and to other customers through Casual Hire or Annual Hire.

6.2 Hire Agreement Conditions

MRC will issue a standpipe/standpipes on the terms set out within the Hire Agreement.

6.2.1 Term of the Agreement

The term of the agreement shall be from the date of issue of the standpipe to the agreed date of return of the metered standpipe, or the date of payment of all applicable fees and charges, whichever is later. Late fees will apply if the standpipe is not returned by the due date.

6.2.2 Extension of Agreement

The hirer may be granted a two (2) day extension on the hire agreement for continued use of the standpipe without being charged late fees on the condition that they contact Council at least one (1) day prior to the cessation of the agreement. Standard daily hire charges in accordance with *MRC – Commercial Fees and Charges* will apply to the period of the extension.

6.2.3 Extension of Agreement due to Exceptional Circumstances

In situations where a hirer is unable to return the standpipe by the due date as a result of force majeure conditions, the hirer is required to contact MRC informing of the circumstances and will be given an extension with an agreed upon return date. The hirer will not be charged late fees for the period of the extension however late fees will apply should the standpipe not be returned by this date. Standard daily hire charges in accordance with *MRC – Commercial Fees and Charges* will apply to the period of the extension.

6.2.4 Termination of the Agreement

MRC has the right to terminate an agreement without notice to the hirer if the hirer:

- (i) fails to comply with a reasonable direction by an authorised person of MRC 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 the agreement;
- (iii) has any outstanding accounts with MRC.

If the agreement is terminated due to a breach as described above, the hirer shall:

- iv) forfeit the unexpired portion of the hire charge;
- v) immediately return the standpipe to MRC;
- vi) if so directed by an authorised person of MRC, return the standpipe on demand to the authorised person;

- vii) be liable for any water usage charges;
- viii) forfeit the bond paid at commencement of the agreement.

Either party may terminate the agreement by giving the other party fourteen (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 MRC and will pay any unpaid portion of the hire charges, or portion of cost of repair to the value of the standpipe.

6.2.5 Transfer of the Agreement

Appropriate delegation is applicable only to the person signing the agreement on behalf of the company hiring the standpipe and will not apply to sub-contractors of the company. The agreement to hire a standpipe is non-transferable.

6.3 Fees and Charges for Supply of Water from Standpipes and Hire of Metered Standpipes

Water drawn from standpipes shall be charged at the current bulk water rates as per the adopted Annual Revenue Statement for the current financial year. Hire, penalty fees and standpipe bonds shall be charged at the current schedule of *MRC - Commercial Fees and Charges*.

At the commencement of each new financial year, by way of correspondence to Annual Hirers, MRC will provide information relating to fees and charges adopted by MRC for that financial year.

New customers will not be granted an account with MRC until they have been a cash customer for at least six months.

6.4 Instructions for Use of Standpipes

On commencement of the hire agreement the hirer will be provided with operating instructions for the use of standpipes.

6.5 Conditions for Use of Standpipes

The hirer shall use the standpipe in accordance with the *MRC Standpipe Hire – Conditions of Use* which will be made available at the commencement of the hire agreement. The hirer is to ensure to replace dust covers after use. The hirer will use the standpipe only for the purposes stated within the hire agreement.

Refer to Appendix 1 - *MRC Metered Standpipe Hire Agreement – Conditions of Hire*, for the full list of conditions for use of MRC approved standpipes.

6.6 MRC Hydrant Locations

The hirer must use specific hydrants as directed by MRC staff. Permission will not be given to draw water from hydrants directly from trunk mains. (Under no circumstances can water be drawn from any hydrant outside of the MRC boundary area.) Non-compliance with this requirement will incur costs associated with any subsequent damage or claim. At the commencement of the hire agreement, hirers will be informed of the location of hydrants available for use.

6.7 Unauthorised Drawing of Water from MRC's Water Network

Any unauthorised drawing of water from the MRC water network by any means will be prosecuted to the full extent of the law. "Unauthorised" in this context refers to non adherence to legislation (WSSR Act) and the MRC Standpipe Hire - Conditions of Use as set out in this policy and in the hire agreement.

6.8 Lost, Stolen or Destroyed Standpipes

The standpipe remains the property of MRC and must be returned to MRC on demand or at cessation of the hire agreement.

- If while in the possession of the hirer a standpipe goes missing or is reported stolen, a report must be filed by the hirer to the Police immediately and MRC must be contacted and supplied with the Police reference number and any other relevant details. Costs incurred as a result of loss or theft will be the responsibility of the hirer.

Once the hirer has reported the theft to MRC, the hirer shall:

- i) Reimburse the current cost of a replacement standpipe to MRC;
- ii) Pay any outstanding water usage charges based on usage for the previous reading period or on Water Services' estimate of average standpipe water usage for the same financial year. On receipt of payment for the replacement cost of the standpipe and outstanding water usage charges, MRC will provide a replacement standpipe for the remainder of the hire term.

6.9 Care and Maintenance of Equipment on Hire

The care and maintenance of equipment shall be the responsibility of the person nominated on the hire agreement.

On return of the standpipe at the cessation of the hire agreement, the hirer will be required to complete a *MRC – Return of Standpipe Form* and if the standpipe has sustained any damage a *MRC - Damaged Standpipe Form* needs to be completed and repair costs paid.

Refer to Appendix 2 – MRC – Return of Standpipe Form
Refer to Appendix 3 – MRC – Damaged Standpipe Form

6.10 Use of Standpipes in accordance with Work Place Health and Safety requirements and approved Quality Procedures

Particular attention to correct signage and barricades shall be mandatory for standpipe hirers when drawing water from hydrants situated in roadways, or where subjected to vehicular traffic.

Signage must be in accordance with the *Manual of Uniform Traffic Control Devices 2011, Part 3*. Risk assessments must be undertaken to determine the needs for control regarding manual handling, and the needs for control regarding PPE i.e., safety boots, riggers gloves/hand protection.

6.11 Hire Process

Internal Hire Process

On completion of an 'Application for Use of Metered Standpipe' form, Internal Hirers shall ensure that meters are read on a daily basis and readings entered into the log book including details of job numbers and date, time and location of reading. Water usage shall be charged at the current bulk water rates as per the adopted annual Revenue Statement. Hire and penalty fees shall be charged at the current schedule of *MRC - Commercial Fees and Charges*.

On approval internal MRC departments may apply for annual hire status and will be subject to the same conditions as for the Annual Hire Process; however they will not be required to pay a bond.

Casual Hire Process

At the commencement of the hire agreement, a log book will be issued for the purpose of recording accurate daily meter readings indicating date, time and location of each reading, and shall be maintained and supplied to MRC at the cessation of the hire agreement. Penalty fees will apply if the log book is returned incomplete and penalty fees will continue until log book is correctly completed and returned to MRC. In any case, the standpipe must be returned for a meter read and inspection no later than one month after hiring. If the standpipe is received later than one month, penalty fees will apply.

An initial bond shall apply to the hire of each and every standpipe. Charges will be levied for equipment hire, and the volume of water used in connection to the specific application. Water usage shall be charged at the current bulk water rates as per the adopted annual Revenue Statement. Hire and penalty fees shall be charged at the current schedule of *MRC - Commercial Fees and Charges*.

Bond will only be released once full payment for hire, water usage, any penalty fees incurred and damage to equipment has been received. The hirer is required to submit a request for release of bond to MRC by way of a written request on company letterhead.

Annual Hire Process

At the initial hire, applicants must lodge a permanent bond which will be held in trust, and make payment for water usage and penalties upon return of the monthly log sheet.

The hire fee payable by annual hirers will be as per the current schedule of *MRC - Commercial Fees and Charges* and is payable at the commencement of the hire agreement. The standpipe must be returned one year from the date of the initial hire.

At the commencement of the hire agreement, a log book will be issued for the purpose of recording accurate daily meter readings indicating date, time and location of each reading, and shall be maintained and supplied to MRC at the cessation of the hire agreement. The readings will be provided to MRC either in person, facsimile or by email on a monthly basis. Every third month from the commencement of the initial hire the standpipe is to be taken to MRC where it will be inspected and tested, and a meter read will be recorded.

Penalty fees will be incurred if the log books are not received by or faxed or emailed to MRC on the monthly basis. The Penalty Fees will also apply if the log book is returned incomplete and will continue until log book is correctly completed and returned to MRC, and will also apply if the standpipe is not returned for inspection and testing every three months

Bond will only be released once full payment for hire, water usage, any penalty fees incurred and damage to equipment has been received. The hirer is required to submit a request for release of bond to MRC by way of a written request on company letterhead.

7.0 Review of Policy

This policy will be reviewed when any of the following occur:

1. The related documents are amended or replaced.
2. Other circumstances as determined from time to time by a resolution of Council

Notwithstanding the above, this policy is to be reviewed at intervals of no more than three years.

APPENDIX 1 - METERED STANDPIPE HIRE AGREEMENT



METERED STANDPIPE HIRE AGREEMENT

All Sections Must Be Completed

HIRER DETAILS			
NAME:			
ABN			
AUTHORISED REPRESENTATIVE:			
POSITION:		PHOTO ID TYPE & No.:	
MOBILE:		OFFICE PHONE:	
EMAIL:		FAX:	
PROJECT			
TERM OF HIRE: <input type="checkbox"/> ANNUAL <input type="checkbox"/> CASUAL <input type="checkbox"/> INTERNAL			
HIRE DATES	START: / /	END: / /	
TRAINING: <input type="checkbox"/> ALREADY TRAINED <input type="checkbox"/> TRAINING REQUIRED		No. TO BE TRAINED:	
CHECKLIST	✓	CIRCLE AS REQUIRED	COMMENTS
On/Off Tap			
Meter			
Screws holding Meter in Place			
Handles			
Locking Lug			
Rubber Seal			
Log Book Issued	Y/N		
HYDRANT LOCATIONS			
ACKNOWLEDGEMENT			
I/We confirm that, the standpipe received is in keeping with the details as shown in this agreement and is in good working order; that the initial meter reading of the standpipe is as shown above, the Conditions of Hire and Use overleaf, has been read and agreed to, and a log book for recording of water usage has been received			
SIGNATURES			
PER PRO HIRER:		DATE: / /	
PER PRO MRC:		DATE: / /	

Office use only

STANDPIPE DETAILS			
TYPE: <input type="checkbox"/> ANALOGUE <input type="checkbox"/> DIGITAL		STANDPIPE No.	
INITIAL READING:		DATE: / /	
BOND: <input type="checkbox"/> YES <input type="checkbox"/> NO	BOND AMOUNT:	RECEIPT No.:	

PRIVACY DISCLAIMER
Mackay Regional Council is collecting your personal information in order to process your application. This information will only be disclosed to any other third party with your written authorisation or as we are required to by law.



CONDITIONS OF HIRE

Use of Standpipe

1. The hirer is solely and fully responsible for ensuring that the Standpipe is used in a manner that:
 - a. will not be a risk to public health and safety or cause damage to property;
 - b. is in accordance with applicable legislation and regulations;
 - c. will not cause damage to water or other infrastructure of MRC;
 - d. will not waste water; and
 - e. is not a misuse of the Standpipe.
2. It is the Hirer's responsibility to ensure that the standpipe is only used strictly in accordance with Mackay Regional Council's (MRC) "Instructions for Use of a Standpipe" and in keeping with all relevant legislation.
3. The Standpipe must be used only by a person duly trained by MRC in the proper use of standpipes. It is the responsibility of the Hirer to ensure that all persons using the Standpipe have received such training.
4. The Hirer must not alter the meter or tamper or alter any part of the Standpipe.
5. In the event the Hirer is unable to remove the Standpipe from the hydrant or is unable to stop the flow of water, MRC must be notified immediately.
6. The standpipe and logbook (if relevant) must be made available for inspection by an authorised person of MRC.
7. Neither the responsibility for the Standpipe nor any other obligations of the Hirer under this Agreement is transferable to a third party.

Drawing of Water

8. It is the responsibility of the Hirer to provide all hoses and fitting required to draw water through the Standpipe.
9. Water can only be drawn from hydrants located within the boundaries of the MRC. It is the responsibility of the Hirer to inform themselves of the said boundaries of MRC.
10. Drawing of water must be limited to the Hydrant Locations as identified in the Agreement
11. Except where the standpipe is fitted with a backflow prevention device, all water containers receiving water through the use of the Standpipe must be fitted with an air gap.
12. Full details of all instances of drawing water from hydrants must be recorded in the logbook provided .
13. Under no circumstances must water be drawn directly off trunk mains.
14. Water must only be drawn for the Project identified in the Agreement.

Return of Standpipes

15. Standpipes must be returned no later than on the Hire End Date during working hours to the location from which the Standpipe was collected.
16. Annual hirers must return the standpipe and logbook for reading and inspection every third month from the Hire Start Date.

Loss or Damages

17. In the event of a theft of a standpipe, it is the responsibility of the Hirer to lodge a report with the police.
18. MRC must be informed immediately of a loss or theft of a standpipe along with the police reference number.
19. Should a standpipe become defective or damaged in any way, it must be immediately returned to MRC and the Hirer will be required to complete a "Damaged Standpipe Return Form".
20. MRC reserves the right to recover from the Hirer all costs incurred as a result of loss or damage to the Standpipe, while in the possession of the Hirer.
21. The Bond supplied by the Hire may be used to recover all or part of the said costs
22. In the event of any damage to MRC water or other infrastructure whilst using the standpipe, the Hirer shall immediately notify MRC the full details of the incident as well as the identifiable damage.
23. MRC reserves the right to recover from the Hirer all costs incurred as a result damage to infrastructure caused during the use of the Standpipe.

Charges

24. Charges will be assessed on the volume of water based on the Final Meter Reading less the Initial Meter Reading at the rates as specified in the applicable "Schedule of Commercial Fees & Charges" duly adopted by the MRC.
25. In the event of a meter malfunction, MRC will estimate the volume of water drawn.
26. Delayed returns will incur penalty rates as indicated in the applicable Schedule of Commercial Fees & Charges duly adopted by the MRC.

Complying with MRC Directions

27. The hirer shall comply with any reasonable direction given by an officer of MRC with regard to the Standpipe.

APPENDIX 2 - RETURN OF STANDPIPE FORM



RETURN OF STANDPIPE FORM

HIRER DETAILS			
COMPANY OR INDIVIDUAL NAME:			
ADDRESS:			
STANDPIPE DETAILS			
STANDPIPE NUMBER:			
RECEIPT NUMBER:			
STANDPIPE NOT RETURNED: <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN			
CONDITION OF STANDPIPE: <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> UNSTOPABLE			
REPAIRS REQUIRED: <input type="checkbox"/> NO <input type="checkbox"/> YES (IF YES COMPLETE DAMAGED STANDPIPE FORM)			
CHECKLIST	✓	CIRCLE AS REQUIRED	COMMENTS
On/Off Tap			
Meter			
Screws holding Meter in Place			
Handles			
Locking Lug			
Rubber Seal			
Log Book Issued	Y/N		

Office use only

STANDPIPE TYPE: <input type="checkbox"/> ANALOGUE <input type="checkbox"/> DIGITAL	INITIAL READING (kl):								
STANDPIPE No.:	FINAL READING (kl):								
HIRE PERIOD: WEEKS DAYS	VOLUME USED (kl):								

SIGNATURES	
<i>The standpipe return details are correct as shown above.</i>	
PER PRO HIRER:	DATE: / /
PER PRO MRC:	DATE: / /

Civic Precinct, Gordon Street
PO Box 41 Mackay | QLD 4740 | Australia

Phone 1300 MACKAY (1300 622 529)
Fax 07 4944 2400

Email council@mackay.qld.gov.au
ABN 56 240 712 069

APPENDIX 3 - DAMAGED STANDPIPE RETURN FORM



DAMAGED STANDPIPE RETURN FORM

To be completed by hirer or hirer's authorised representative on return of a damaged standpipe

As per the MRC Council Metered Standpipes-Conditions of Hire & Use, any costs incurred as a result of negligence or wilful damage to a standpipe will be the responsibility of the hirer. Following Council's assessment of any damage to a returned standpipe, the hirer may be liable for the total cost of repairs.

HIRER DETAILS			
COMPANY OR INDIVIDUAL NAME:			
ABN:			
AUTHORISED REPRESENTATIVE:			
POSITION TITLE:		PHOTO ID TYPE:	
PHOTO ID NUMBER:		DRIVER LICENCE No.:	
TELEPHONE:		FAX:	
DATE STANDPIPE RETURNED TO MRC: / /			
CIRCUMSTANCES RELATING TO HOW THE DAMAGE OCCURED			
INDICATE WHICH PART/S OF THE STANDPIPE SUSTAINED DAMAGE OR CIRCLE THE AREA WITHIN THE DIAGRAM.			
DAMAGES	✓	CIRCLE AS REQUIRED	COMMENTS
On/Off Tap			
Meter			
Screws holding Meter in Place			
Handles			
Locking Lug			
Rubber Seal			
HYDRANT DAMAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO		LOCATION:	
SIGNATURES			
I acknowledge that the above details are true and correct and that I have given an explanation of the circumstances of how the damage was sustained to the best of my knowledge. Having read and understood the MRC's Council Metered Standpipes-Conditions of Hire & Use at the commencement of the hire agreement, I accept full responsibility for payment of costs relating to the repair of the standpipe.			
PER PRO HIRER:			DATE: / /

Office use only

STANDPIPE TYPE: <input type="checkbox"/> ANALOGUE <input type="checkbox"/> DIGITAL	
STANDPIPE No.:	METER READING (kl):
TOTAL COSTS PAYABLE FOR DAMAGE:	
PAYMENT: <input type="checkbox"/> CASH <input type="checkbox"/> EFTPOS <input type="checkbox"/> ACCOUNT	ACCT. OR RECEIPT NO.:

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PO Box 41 Mackay | QLD 4740 | Australia

Phone 1300 MACKAY (1300 622 529)
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