AGREEMENT FOR PROVISION OF PRESSURE SEWER SERVICE

TO LOT……. DP……..

This agreement is made between Ballina Shire Council (the Council) and
…… (the Owner)
It relates to Lot ……. DP …… ……..
……... (the Property).
(street address & locality)

Council and the Owner agree that:

1. The Property is to be connected to Council's sewer using a pressure sewer system. As part of this pressure sewer system, a sewage pump station, pressurised sewer pipeline and associated fittings are to be located on the Property.

   Note: further information regarding pressure sewer systems is available within the following Council documents:

   - *Ballina Shire Council Pressure Sewer Policy*
   - *Ballina Shire Council Pressure Sewer Home Owners / Occupiers Manual.*

2. Council shall be responsible for the operation and maintenance of the following items of infrastructure located on the Property:

   - sewage pump station, including the pump well, pump, electrical control cabinet and associated fittings.
   - pressurised sewerage mains and associated fittings, including boundary kit and boundary kit box.

   Should any of these items require replacement, Council shall be responsible for the replacement of these items.

3. The Owner shall be responsible for:

   - maintenance of the electrical connection to the electrical control cabinet of the sewage pump station located on the Property.
   - provision of electrical power to the pump station, including payment of associated power bills.
   - connection of internal plumbing to the sewage pump station.
   - maintenance of gravity plumbing on the Property, up to the inlet of the pump station wet well.
   - providing Council with access to the Property for the purpose of operation, maintenance or replacement of pressure sewerage infrastructure located on the Property.
   - ensuring no materials which would harm the pressure sewer system are discharged to the sewer.

- notifying Council immediately if any alarms are generated within the electrical control cabinet of the pump station, or of any other problems with the performance of the pressure sewer system.
- payment of annual sewerage charges. These shall be applicable from the time potential for connection to the sewer is made available.

4. In the event that the property owner leases the property, the following responsibilities shall transfer from the Owner to the lessee. (Unless otherwise determined by the terms of the lease agreement between the owner and the lessee).

   - provision of electrical power to the pump station, including payment of associated power bills.
   - providing Council with access to the property, for the purpose of operation, maintenance or replacement of pressure sewerage infrastructure located on the Property.
   - notifying Council immediately if any alarms are generated within the electrical control cabinet of the pump station, or of any other problems with the performance of the pressure sewer system.
   - ensuring no materials which would harm the pressure sewer system are discharged to the sewer.

   The Owner shall be responsible for communicating the above responsibilities to the lessee.

5. In the event that the Property is sold, any new owner will be required to enter into an agreement with Council, similar to this Agreement, covering the continued operation and maintenance of pressure sewer infrastructure located on the Property.

   Council will include a statement within any Section 149 Certificates, issued with respect to the Property, advising of the need for any new owner to enter such an agreement with Council.

   In the event of the proposed sale of the Property, the Owner shall inform real estate agents or prospective purchasers of the nature of the pressure sewer system located on the Property and the need for any new owner to enter into an agreement with Council for the continued maintenance and operation of this infrastructure.

Signed: ……	Signed: ……
Name: ……..	Name: …….. On behalf of Ballina Shire Council
Witness: ……..	Witness: ……..
Name: ……..	Name: ……..