

# Memorandum of Understanding between NSW Health and Hunter Water Corporation

## Introduction

This is the Memorandum of Understanding, which was executed by NSW Health and Hunter Water Corporation on 21 January 2013.

## Memorandum of Understanding

The purpose of this Memorandum of Understanding between NSW Health and Hunter Water Corporation (Hunter Water) is to form the basis for co-operative relationship between the two parties.

This Memorandum recognises the role of NSW Health in providing advice to the Government of NSW in relation to:

- The management of the supply of drinking water to ensure it is safe to drink
- The management of the supply of recycled water in respect to its fitness for the purpose and effects on health
- The management of the supply of other wastewater by-products in respect to their fitness for the purpose and effect on health.

A full copy of this Memorandum of Understanding can be downloaded from:

- the NSW Health Web site: [health.nsw.gov.au](http://health.nsw.gov.au) or
- the Hunter New England Local Health District website: [hnehealth.nsw.gov.au/hneph](http://hnehealth.nsw.gov.au/hneph) or
- the Hunter Water website: [hunterwater.com.au](http://hunterwater.com.au)

January 2013

## Context

- A. Hunter Water is a statutory state owned corporation under the *State Owned Corporations Act 1989*. Hunter Water has a responsibility to supply safe drinking water and recycled water to its consumers in accordance with its Operating Licence (2012 - 2017) granted under the *Hunter Water Act 1991* (the Act).
- B. NSW Health has a role in providing advice to the Government on standards in relation to drinking water and recycled water quality and to commit Hunter Water to supplying water which is safe to use for appropriate purposes having regard to public health.
- C. The Minister for Health and the Director-General of NSW Health have certain responsibilities in relation to the protection of public health under the *Public Health Act 2010*, the *Fluoridation of Public Water Supplies Act 1957* and other relevant legislation. NSW Health's roles and responsibilities as outlined in this Memorandum are in addition to any functions conferred upon NSW Health, the Director-General, the Chief Health Officer or the Minister for Health under the *Public Health Act 2010*.
- D. The objective of this Memorandum is to formally set out the terms of a cooperative relationship between the parties, establish their respective roles, facilitate fulfilment of each party's function in relation to the protection of public health, and to fulfil the requirements of Hunter Water's Operating Licence.
- E. It is recognised that the Independent Pricing and Regulatory Tribunal (IPART) has a role as the Operating Licence regulator for Hunter Water and in setting Hunter Water's prices for services which takes into account community preferences including their willingness to pay or accept risk.

## 1. Interpretation

- 1.1 Unless otherwise specified, terms in this Memorandum shall have the same meaning as provided by the *Hunter Water Act* or the Operating Licence.
- 1.2 'Hunter Water Act' means the *Hunter Water Act 1991*.
- 1.3 'NSW Health' refers to NSW Health, but for practical purposes function of NSW Health as specified in this Memorandum will be delegated to the Hunter New England Local Health District.
- 1.4 The 'water supply system' includes all infrastructure from the water storage, extraction point or point of handover from a third party delivery point (e.g. Central Coast Water Corporation) to Hunter Water to the consumer's point of connection and utilised by Hunter Water to supply drinking water in the Licence Area.
- 1.5 The 'recycled water supply system' includes all infrastructure from Hunter Water's treatment facilities to the consumer's point of recycled water connection supplied by Hunter Water.
- 1.6 'Notifiable events' means those events which are required to be reported to NSW Health as set out in Hunter Water's Criteria for Notification to NSW Health (as agreed with NSW Health).

- 1.7 Headings and numbering are for convenience only and do not affect the interpretation of this Memorandum.

## **2. Term**

- 2.1 The term of this Memorandum shall be for the period commencing on the date of execution hereof and remaining in force for the term of Hunter Water's Operating Licence and until such time as a new Memorandum is agreed between the two parties.

## **3. Liaison between Hunter Water and NSW Health**

- 3.1 A Joint Operational Group shall meet quarterly to discuss the broad principles, directions and policies underlying the roles and responsibilities of the parties under this Memorandum and to:-

- coordinate implementation of this Memorandum.
- establish information and data sharing programs.
- establish programs of investigations, feasibility studies and economic analyses to be undertaken by Hunter Water to meet public health objectives in relation to drinking and recycled water, and wastewater by-products management, such as effluent and biosolids.
- facilitate coordination of the collection of data on water and recycled water quality for use by all relevant agencies.

- 3.2 The Membership of the Joint Operational Group (unless otherwise agreed between the parties) will be as follows:

### **Hunter Water**

- Manager System Operations
- Manager Network Operations
- Manager Treatment Operations
- Manager Technical Services
- Manager Planning

### **NSW Health**

- Manager, Water Unit
- Director Health Protection Hunter New England Population Health
- Environmental Health Manager Hunter New England Population Health

Hunter Water and NSW Health may invite other officers to attend in support of specific issues.

- 3.3 Both parties shall maintain and share a list of key liaison officers.

## **4. Dispute resolution**

- 4.1 Where a dispute between the parties cannot be resolved by the Joint Operational Group, then it should be referred to the Chief Executive Officers for resolution. In the event that the Chief Executive Officers cannot resolve the dispute, the view of NSW Health shall prevail.

## **5. Amendment**

- 5.1 This Memorandum can be amended at any time upon agreement between the parties. Where agreement is not reached the view of NSW Health is to prevail in the interests of public health protection.
- 5.2 Where Hunter Water's Operating Licence is amended then the parties shall meet to discuss the implications of the amendments and revise the Memorandum as required.

## **6. Hunter Water's roles and responsibilities**

- 6.1 Hunter Water shall ensure that all drinking water, recycled water and any other grades of water it supplies is safe for their intended uses having regard to the health of the public and that it is supplied in accordance with its Operating Licence.
- 6.2 Hunter Water shall ensure it complies with all relevant conditions relating to drinking and recycled water as outlined in its Operating Licence 2012-17.
- 6.3 Hunter Water's responsibilities under this Memorandum apply to the whole of Hunter Water's operations (including the whole of its water supply system), including those operations which are performed on behalf of Hunter Water by a third party. Protocols are to be established between Hunter Water and third parties to ensure the effective operation of the requirements of this Memorandum. Such protocols are to include, but not be limited to, joint procedures and training for the identification and notification of information and events of public health significance and the responses described in Clause 9.
- 6.4 Hunter Water shall allow officers of NSW Health to enter any premises under its care and control, including facilities performing water supply, wastewater reticulation, treatment and disposal systems and wastewater reclamation and reuse systems for the purposes of carrying out any inspections or viewing any records which NSW Health reasonably requires to make informed judgements regarding matters relating to the protection of public health.
- 6.5 Hunter Water, as a service provider, has a role in ensuring public health protection. This role must be recognised in any conflict or matters of mutual concern to both public health and environmental protection approaches, and will require consultation between Hunter Water, NSW Health and the Environment Protection Authority (EPA). Hunter Water must meet the environmental water quality requirements for any discharges or water releases required by licences issued to it by the EPA or the NSW Office of Water.

## **7. NSW Health's role and responsibilities**

- 7.1 NSW Health shall provide advice to Hunter Water on matters regarding the supply of water, which is safe to drink, and on other public health issues in regard to water, which relate to Hunter Water's activities.
- 7.2 NSW Health shall provide advice to Hunter Water on matters regarding the safe reuse of water (including stormwater) and on other public health issues in regard to water recycling which relate to Hunter Water's activities.
- 7.3 NSW Health shall review and provide endorsement of Recycled Water Quality Management Plans for recycled water schemes managed by Hunter Water.

- 7.4 NSW Health shall provide advice to Hunter Water on wastewater management activities that impact on public health, where appropriate.
- 7.5 NSW Health shall make independent judgements on public health matters related to Hunter Water's activities and exercising its powers and functions under the *Public Health Act 2010*.
- 7.6 Where any drinking or recycled water supplied by Hunter Water is failing to:
- a) meet the relevant Guidelines which Hunter Water is required by clause 6.2 to meet, or
  - b) where the provision of drinking water, recycled water or the disposal or treatment of wastewater takes place in such a manner that a hazard to public health may arise,

Hunter Water shall be responsible for assessing the problem and proposing rectification action. If NSW Health is of the opinion that it is appropriate to do so, it may provide advice on rectification action that may be taken by Hunter Water.

Where NSW Health gives any advice to Hunter Water under this clause, it shall be entirely the responsibility of Hunter Water to take appropriate rectification action to ensure that the drinking water and recycled water it supplies is safe for their intended use and meets the requirements of Hunter Water's Operating Licence and that other activities are conducted in a manner that do not pose a potential hazard to public health. NSW Health will use the relevant Guidelines, any updated Guidelines and/or other relevant information in providing such advice in relation to drinking water and recycled water.

- 7.7 NSW Health shall report to IPART upon Hunter Water's compliance with the provisions of this Memorandum and upon any public health matters related to Hunter Water's operations, as required by IPART or as considered appropriate by NSW Health, to enable IPART to carry out its functions under the Act.

## **8. Emerging public health issues related to water or recycled water**

- 8.1 The parties shall cooperatively exchange information and Hunter Water shall participate in appropriate research and development on emerging public health issues related to drinking and recycled water so as to enable them to make well informed judgements regarding action to be taken in relation to Hunter Water's water supply system to maintain the protection of public health.
- 8.2 The parties shall independently provide input to public consultation and discussion on revisions of the *Australian Drinking Water Guidelines*, and the *Australian Guidelines for Water Recycling*.

## **9. Events of public health significance**

- 9.1 Hunter Water shall immediately report to NSW Health any information or event within its drinking water supply system; its recycled water supply system or within its wastewater reticulation, treatment and disposal operations which may adversely affect public health. Events which may adversely affect public health are defined in "Criteria for notification by Hunter Water to NSW Health" as agreed by Hunter Water and NSW Health.
- 9.2 The report of information by Hunter Water will include information depicting geographical locations and systems in addition to tables or text if required by NSW Health.
- 9.3 Hunter Water shall, in consultation with NSW Health and other Government agencies where appropriate, maintain and update Hunter Water's Emergency Management Plan.
- 9.4 Hunter Water shall, in consultation with NSW Health and other Government agencies where appropriate, develop and implement incident management protocols covering Hunter Water's activities relating to waste water management.
- 9.5 The parties shall nominate a 24 hour incident management contact point for the coordination of responses to any event of public health significance. That contact point will be an officer of each organisation who has been trained in the plans and incident management procedures and protocols there under. The incident management plans shall contain or incorporate by reference, procedures and protocols for the coordinated management of incidents including media and stakeholder liaison and any notification of public health advice from NSW Health.
- 9.6 The parties shall ensure that all relevant personnel in their respective organisations are trained to respond to and execute the incident management plans and that appropriate training exercises are jointly developed and conducted.

## **10. Data exchange**

- 10.1 NSW Health will provide Hunter Water with reports and studies it undertakes which are relevant to those activities of Hunter Water which impact on public health.
- 10.2 Hunter Water will provide NSW Health with reports and studies undertaken by Hunter Water as part of its business, which are relevant to public health.

This memorandum of understanding is made between **NSW Health** and **Hunter Water** on  
21<sup>st</sup> day of January 2013

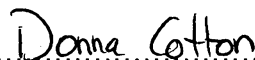
**SIGNED** for and on behalf of NSW Health




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**Dr Kerry Chant, Deputy-Director General Population Health and Chief Health Officer**



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Witness Signature

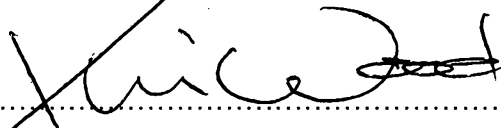


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**SIGNED** for and on behalf of **Hunter Water Corporation**



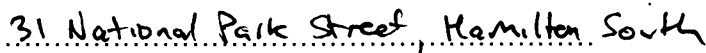
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**Kim Wood, Managing Director**



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Witness Signature



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