

## AGREEMENT

Works to be completed with the Basin constructed in Stage **X** of **[insert name of Development and suburb]**

### Parties involved:

**[Insert Business name of Developer]** (Developer) and  
PORT STEPHENS COUNCIL (Council)

### Background:

Vegetated Stormwater Quality Improvements Devices (SQIDs) will typically need to be constructed in stages to protect SQIDs constructed during subdivision works from being overloaded with sediment during the subdivision building/dwelling construction phase.

Council will require the Developer to construct vegetated SQIDs to a functional stage and provide appropriate bonds to cover the final stage of construction of the SQID.

This Agreement identifies the responsibilities, security and timeframes involving the SQIDs. Council will issue a conditional Civil Practical Completion following construction of a 'fit-for-purpose' sediment basin. Post Conditional Practical Completion this Agreement is in place.

The Agreement is based on the document **[insert Title of document, document reference and revision status]** dated **[xx/xx/20xx]** provided by the Developer as part of the Subdivision Certificate submission.

### Timeframe agreement is in place:

The Bio-Retention Basin or constructed wetland may be completed by the Developer when either of the time triggers below in relation to constructed SQIDs have been reached and following Council approval to do so.

90% of the catchment has been developed (with housing or equivalent)

- OR -

Two (2) years post release of the Subdivision Certificate.

Council will undertake a Practical Completion inspection upon completion of the outstanding works (i.e. works involved in completing the Basin on Subdivision Works Certificate [insert Subdivision Works Certificate No.], thus converting the Sediment Basin to a Bio-Retention Basin, and including the provision of all documentation). Upon confirmation that works have been completed in accordance with the approved design, Council will issue the Practical Completion Certificate and arrange for the Outstanding Works Bond to be returned. The Developer will then provide a five percent (5%) Works Quality Bond for these works.

One (1) year after issuance of Practical Completion for the outstanding works, Council will undertake an End of Maintenance inspection to ensure the quality of the works which includes vegetation establishment >90%. If acceptable, then Council will issue an End of Maintenance Certificate and arrange for the return of the five percent (5%) Bond, after which Council will accept full maintenance responsibility.

#### **Scope of Works:**

Developments with Bio-Retention Basins or Constructed Wetlands as part of their design are required to initially construct and maintain the basin for sediment retention purposes (to minimum Blue Book standard with other protective measures as appropriate such as protective cloth, sediment fences, sediment forebay, turf layer etc).

#### **Works included in this agreement:**

Arrangement for Maintenance and Responsibility for SQIDS located in [insert Lot No. and DP No.] to be dedicated under Condition X in [insert DA No. and condition no.] as a Stormwater Basin and associated overland flow paths to be dedicated to Council as a drainage reserve.

#### **Security:**

Outstanding Works Bond - \$[calculated as per Councils Fees and Charges]

Estimate of Outstanding Works: \$[insert cost estimate of outstanding works] (ex. GST)

As per Council's Fees and Charges, Outstanding Works Bonds are calculated at a rate of two hundred percent (200%) of cost of Works.

Once the Basin Works (involving conversion of the Basin to a Bio-Retention Basin) have been satisfactorily completed, and Practical Completion for these Basin Works has been reached (including provision of all documentation), the Outstanding Works Bond will be released and a Maintenance Bond of five percent (5%) of the cost of works will be required for a period of twelve (12) months.

### **Assets included in the maintenance:**

#### GPT:

During construction of the catchment (prior to dedication to Council):

Following significant storm events, refer **[insert manufacturers name and product name]** Inspection and Maintenance Guide for details.

#### Swale:

Following significant storm events. Removal of any obstruction and maintain ground cover.

#### Sediment Basin:

Following significant storm events. Removal of any obstructions, manage water level and treat prior to discharge to the environment.

#### Planting:

No planting undertaken in basin at Stage **X** Practical Completion.

### **Discharge from the basin:**

The following details are extracted from the Stormwater Drainage Design Report prepared for **[insert name of Development]** (Council Ref: **[insert EDRMS record no.]**).

#### Discharge Limits: **[details below may need to be amended to reconcile with the Stormwater Drainage Design Report]**

Stormwater is to be allowed to settle for 5 days following a storm event. The Developer or their representative is responsible for testing the water to ensure it meets the water quality objectives:

- TSS – Maximum 50mg/L
- Turbidity maximum 50NTU
- pH between 6 and 8
- <80% and >20% saturated dissolved oxygen
- No odour or visible petro chemical sheen
- Have no visible litter or waste matter.

#### Flocculation:

If the concentration of TSS is higher than 50mg/L after 5 days, the Developer will require the use of flocculants to achieve the TSS criteria. Dosage rates for flocculation will be determined on site.

**Agreement by parties:**

Port Stephens Council's Assets Section  
Representative

x \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert Business name of Developer]  
Representative

x \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_