
PRELIMINARY DRAFT

**NORTHERN RIVERS LOCAL WATER UTILITIES
MEMORANDUM OF UNDERSTANDING**

This *Memorandum of Understanding* witnesses a voluntary, co-operative agreement entered into on **XXX** 2010 by the Councils of Ballina Shire, Byron Shire, Clarence Valley, Kyogle Shire, Lismore City, Richmond Valley and Tweed Shire and Rous Water.

Intent

The intent of this Memorandum of Understanding (MOU) is to provide a foundation for development of a voluntary, co-operative partnership between the parties to deliver best practice water supply and sewerage services to the Northern Rivers region of New South Wales and to optimise, the sharing of resources (staff, equipment, materials, specialist knowledge and capabilities) and the pursuit of excellence.

The MOU recognises that development of a binding alliance is **NOT** an objective, but that ultimately, the parties may decide to develop a Deed of Agreement.

The MOU was a specific outcome of two successful Workshops (in June and October 2010), involving the General Managers, Directors and Water Managers of the eight Local Water Utilities involved.

Specific Objectives

Targeted short term objectives under this MOU include:

- development of a regional water supply strategy incorporating integrated water cycle management criteria, based on a 50 year planning horizon;
- development of a regional drinking water quality management plan incorporating an implementation strategy;
- development of a regional approach to water supply demand management;
- development of agreed protocols and processes for the effective sharing of resources; recognising the opportunistic nature of resource sharing;
- development of a regional best practice pricing strategy;
- development of operational objectives and methodologies for benchmarking across the region and across regional water utilities in New South Wales and across Australia.

The objectives are not listed in any order of priority.

A “Working Group” comprising Directors and Water Managers will further develop the above objectives and draft appropriate strategies for referral to the NOROC General Managers Groups.

An initial task of the “Working Group” will be to determine the funds and resources required to deliver the objectives including associated timelines and secretarial requirements.

Governance

The existing Northern Rivers Directors’ Group is responsible for the timely and effective implementation of the Objectives drafted under this resource sharing agreement. The Directors’ Group will be responsible for engaging the resources required to deliver the objectives.

The Directors’ Group will provide regular reports to the NOROC General Managers’ Group.

The Directors’ Group will initiate projects which are within the financial authority of the respective Directors.

Where appropriate, the Directors' Group shall seek approval from the General Managers' Group to initiate a project.

Where the General Managers' Group consider it suitable, they may submit initiatives to NOROC for information, approval, funding or actions as appropriate.

Term of MOU

The term of this MOU will be two (2) years and thereafter from year to year, subject to the potential, subsequent replacement of the MOU by a Deed of Agreement.

Dispute Resolution

If any dispute arises out of this MOU, the parties shall endeavour to resolve same by negotiation in good faith or by agreed alternative dispute resolution processes.

Termination

Any or all of the parties may withdraw from the Agreement, in writing, at 90 days notice.

Intellectual Property

All intellectual property arising under this MOU or in the delivery of defined objectives shall be kept confidential and not disclosed to any person not a party to this MOU without the consent of all parties to this MOU.

Autonomy of Parties

The parties to this MOU shall retain ownership of all their assets, be responsible for the maintenance and upkeep of their own assets and be totally responsible for service delivery in their own local government supply area.

Costs

Each of the parties to this MOU will be totally responsible for their own costs associated with participation, support and delivery of objectives.

Each party will contribute an equal share to the costs associated with the development and management of the resource sharing process.

The Directors' Group shall determine the percentage of the cost incurred in the deliver of each project by the respective Councils.

Executed by the Parties on XXX

Ballina Shire Council:

General Manager:

Signature:

Byron Shire Council:

General Manager:

Signature:

Clarence Valley Council:

General Manager:

Signature:

Kyogle Shire Council:

General Manager:

Signature:

Lismore City Council:

General Manager:

Signature:

Richmond Valley Council:

General Manager:

Signature:

Tweed Shire Council:

General Manager:

Signature:

Rous Water:

General Manager:

Signature: