



Our Ref: 100-106-003-009F

## Conditions of Connection for Properties with Class A Recycled Water, Potable Water and Sewerage

### Important note:

These conditions are binding on the owner, future owners and occupier of the relevant property, under section 145 of the *Water Act 1989*. A copy of these conditions must be provided to the owner.

Where a connection to Westernport Water's water supply system is requested by the applicant, Westernport Water gives its consent for this connection provided that the conditions specified in this document are met. Such a water connection will also include Class A recycled water where this service is available. As some of the conditions relate to plumbing work, you must also provide a copy to your plumber.

If work authorised by Westernport Water is not completed within 12 months after the date of approval, you will need to make a further application to connect to Westernport Water's assets.

### 1. GENERAL PROVISIONS

- 1.1 In these conditions, **we**, **us** and **our** refer to Westernport Region Water Corporation. **You** and **your** refer to the owner of a property connected, or to be connected to our assets.
- 1.2 Our Customer Charter is incorporated with these conditions. If there is any inconsistency between our Customer Charter and these conditions, these conditions prevail.

### 2. LICENSED PLUMBER

- 2.1 Any work which these conditions require you to undertake must be done by a licensed plumber, engaged by you and at your cost.
- 2.2 All plumbing work must comply with AS/NZS3500, the requirements of the Victoria Building Authority (formally known as the Plumbing Industry Commission), in the case of recycled water, the Victoria Building Authorities (VBA) Recycled Water Plumbing Guide and these conditions.

### **3. METERS**

3.1 You must ensure that any meter installed at your property remains readily accessible to us to read, maintain or replace as required.

3.2 If there is no existing relevant meter at your property, we may require you to install one. If we do, the meter must:

(a) be installed in accordance with Australian Standard AS/NZS3500 and Westernport Water metering policy.

(b) be readily accessible for us to read, maintain or replace, as required; and

(c) not be located within a building, other structure or underground.

3.3 If we are unable to obtain ready or safe access to read a meter installed at your property at any time:

(a) we may ask you to read the meter and to advise us of the reading, within a time which we nominate; and

(b) you must comply with our request; and

(c) if you do not comply, we may estimate your consumption through that meter for the period since the meter was last read.

3.4 If at any time we cannot access the meter in order to read it, we may require a remote meter reading device to be installed. If a device is required, you must pay the cost of the device and for its installation.

### **4. DRIVEWAYS AND PAVING**

4.1 Section 148 of the *Water Act 1989* prohibits you from building any structure or placing any filling:

(a) within 1 metre laterally of any of our works on your land; or

(b) on any land over which an easement exists:

(i) in favour of us; or

(ii) for water supply sewerage or drainage purposes, without our consent.

4.2 Pursuant to section 148 we consent to you constructing a driveway or paving over the above area in Section 4.1, provided that:

- (a) if constructing the driveway or paving requires any maintenance shaft or hole for our asset to be altered, we must do the necessary work, at your cost;
- (b) if the proposed paving or driveway will cover an existing dry tapping, the existing tapping must be relocated by us, at your cost;
- (c) you must remove any part of the driveway or paving, at your cost, if we ask you to, within such time as we determine;
- (d) we may remove any part of the driveway or paving, at any time and recover the cost from you; and
- (e) you must arrange for, and meet the cost of, reinstating any such driveway or paving.

## 5. AMENDMENTS

5.1 We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations, require an amendment to be made.

5.2 We may also amend these conditions from time to time if we consider that it is necessary to:

- (a) ensure that you or we are able to continue to comply with any law relating to health, safety or the environment; as the case requires; or
- (b) manage or eliminate the risk of a significant effect on: the health or safety of
  - (i) anyone; or
  - (ii) any part of the environment; or
  - (iii) any of our works.

## 6. TECHNICAL SPECIFICATIONS

### Installation of potable and recycled water supplies

(a) In relation to both potable and recycled water:

**connecting works** means the pipes and fittings used or intended to be used for the supply of potable or recycled water, respectively, on your side of the outlet from the relevant meter.

**property service** means the pipes, meter and other fittings used or intended to be used for the supply of potable or recycled water, respectively, to your property from our potable or recycled water main, up to and including the outlet from the relevant meter.

(b) Your licensed plumber can tell you whether your property has an existing dry tapping or wet tapping for either potable or recycled water or call Westernport Water regarding this information.

(c) If your property has an existing dry tapping you will install the property service and connecting works at your cost.

(d) If your property requires a **wet tapping**:

(i) you must arrange to install both the property service and the connecting works, at your cost, subject to sub-paragraph (ii);

(ii) we will install the connecting valve between the property service and our supply system. You must pay the relevant fee approved by the Essential Services Commission;

(iii) you must install the relevant water meter, before we install the connecting valve;

(iv) at your request, we will give you details of our approved configurations for the installation of water service assemblies;

(v) If the work referred to in paragraph (d) has not been completed when we seek to install the connecting valve, you will have to make a further booking. You must also pay any re-booking fee approved by the Essential Services Commission; and

(e) If any existing potable or recycled water service to your property is to be disconnected, you must expose the existing property service connection at the potable or recycled water main (as the case requires) at your cost, to allow us to disconnect and plug the existing property service. You must disconnect the relevant meter and return it to us or our contractor. You may not disconnect the recycled water service without disconnecting the potable water service as well.

***Please note: You are required to obtain a Road Occupation Permit from the relevant Authority, before commencing any excavation work within a road reserve. You must also comply with every traffic management requirement contained within that permit.***

## **7. POTABLE WATER CONDITIONS**

When you request connection to a potable water supply such connection will include a connection to Class A recycled water where available. For as long as we provide a supply of recycled water to your property, we encourage you to use recycled water for any of the following purposes:

- (a) watering gardens (including vegetable gardens);
- (b) toilet flushing;
- (c) car washing;
- (d) washing down outdoor furniture or the exterior of your house; or
- (e) filling or topping up ornamental water features and ponds that are not used for swimming.

Potable Water should be used for the following purposes:

- (a) drinking
- (b) cooking or food preparation
- (c) bathing or showering
- (d) filling swimming pools or spas
- (e) filling children's water toys

## **8. RECYCLED WATER CONDITIONS**

### **8.1 Special conditions for installing recycled water supplies**

- (a) A purple class A recycled water meter assembly must be installed, which includes a ball valve, dual check water meter, tap riser, timber stake, purple 5/8 inch inlet thread tap and sign reading "Recycled water. Do not drink".
- (b) A purple class A recycled water 5/8 inch inlet thread tap and sign reading "Recycled water Do not Drink" must be installed to service the front and rear external area of the property.
- (c) The recycled water meter assembly must be positioned to the left of the drinking water meter assembly when facing the property.
- (d) Class A recycled water supply system is to be used for all toilet flushing, fixed and mobile irrigation services.
- (e) We will close and seal the inlet valve to the recycled water meter assembly until we make a supply of recycled water available after the installation is inspected as required by us. This seal may only be removed by us once the system is approved following the commissioning inspection.

## 8.2 Recycled Water Internal Plumbing Systems and Inspection Rights

- (a) You must ensure that the installations of the connecting works for recycled water and drinking water are completed in accordance with these conditions and AS/NZS 3500.1:2003 at your cost.
- (b) Recycled water supply work inspections undertaken by us may occur as follows:
  - (i) at Stage 1 – completion of pipework between the water meter and the building;
  - (ii) at Stage 2 – completion of the roughing-in of the pipework inside the building (before plaster installed);
  - (iii) at Stage 3 – at works commissioning stage (before the building is occupied);
  - (iv) at other times specified by us;
  - (v) for Stage 1 and Stage 2, inspections will be at our option;
  - (vi) for Stage 1 or Stage 2, inspections, booked as provided at 8.2(g), if we do not inspect within 2 business days of the day booked for inspection, the works may proceed;
  - (vii) for Stage 3, we will inspect the works and until the inspection is satisfactorily completed, no connection to the recycled water supply may occur.
- (c) We may enter the property to which these conditions apply at any reasonable time at your cost to perform an inspection to establish compliance with clause 8.2(a) and (b).
- (d) The purpose of inspection by us is to assess the recycled water works on a risk based approach having regard to the Dual Pipe Water Health and Environmental Risk Management, EPA Publication 1015.1 (as amended or replaced from time to time), in particular to guard against cross connection. We do not inspect for the purpose of assessing compliance with any Plumbing Standards, those responsibilities are with the owner and the owner's licensed plumber and regulated by the VBA.
- (e) These rights of entry and inspection in (c) above are in addition to and do not substitute for or replace or diminish any other rights of entry that we may have under the Water Act 1989 or otherwise by law.
- (f) Notwithstanding the exercise of these inspection rights and any defects in respect of Plumbing Standards observed by us:

- (i) we are not responsible for any defect whatsoever in your private water supply works or their rectification and any such defect remains your responsibility for rectification (whether or not any such defect is one discovered by us) through the engagement of plumbing services to the standard specified in clause 8.2(a);
- (ii) we may notify the VBA of any defect observed.

(g) Booking Inspections of Recycled Water Plumbing Installations

Inspections of recycled water works must be booked as follows:

- (i) By phone on 1300 720 711 or alternatively via email at [westport@westernportwater.com.au](mailto:westport@westernportwater.com.au) for Stage 1 and Stage 2 for a particular day with 2 business days notice;
- (ii) for Stage 3, for a particular time and day with 2 business days notice with the owners plumber present;
- (iii) in accordance with any inspection procedures, adopted from time to time, by us provided, we may require additional inspections if it thinks fit.

### **8.3 Refusal to Connect / Disconnection**

Any failure to comply with these conditions may result in:

- (a) a refusal of us to allow the connection; or
  - (b) the disconnection of any existing connection,
- to the recycled water supply.

### **8.4 Taps and signs**

You must ensure that:

- (a) every tap connected to our recycled water supply is a purple 5/8 inch inlet thread tap, of a design approved by Westernport Water;
  - (b) a sign reading "Recycled Water. Do not drink" is attached to every recycled water tap, at all times; and
  - (c) any pipe, tap or other fitting used or intended to be used to supply recycled water on your side of the recycled water meter is purple, maintained and is never painted any other colour.
- (c) You must ensure that a copy of the Certificate of Compliance issued by the plumber for the recycled water work is sent to Westernport Water within 5 days after completion

## **8.5 Notify others**

You are responsible for:

- (a) notifying members of your household, tenants of and visitors to, your property that it is supplied with recycled water; and
- (b) explaining to them the purposes for which recycled water may and may not be used; and
- (c) ensuring that all such persons comply with sub-clause 8.6.

## **8.6 Use of recycled water**

- (a) You may only use recycled water which we supply for the following purposes:
  - (i) watering gardens (including vegetable gardens);
  - (ii) toilet flushing;
  - (iii) car washing;
  - (iv) washing down outdoor furniture and exterior of your house;
  - (v) filling or topping up ornamental water features and ponds that are not used for swimming; and
  - (vi) fire fighting.
- (b) You may only use recycled water which we supply to you in accordance with the current version of the Health and Environment Management Plan (HEMP) for Phillip Island Recycled Water Scheme. That Plan may be accessed from our website or at our offices.
- (c) You must ensure that no recycled water runs off your property to the stormwater system or the minimal possible volume.
- (d) You must not use recycled water, or allow it to be used for any purpose other than a purpose mentioned in paragraph 8.6(a).
- (e) We may, from time to time, at our discretion, temporarily supply potable water instead of recycled water which we would otherwise supply.

## **8.7 Stopping your use of recycled water**

- (a) You must stop using recycled water whenever we ask you to under this clause and must not resume using recycled water until we tell you to.
- (b) We will only ask you to stop using recycled water if:



- (i) we need to inspect, do work on or close down our assets for supplying recycled water; or
- (ii) we consider that, if you continue to use recycled water this may lead you or us not to comply with:
  - the uses permitted under paragraph 8.6(a); or
  - the current version of the Health and Environment Management Plan for the development in which your property is situated; or
  - any guidelines for the use of recycled water from time to time issued by the Environment Protection Authority, the Department of Health or other appropriate authority; or
  - any law relating to health, safety or the environment; or
- (iii) we consider that, if you continue to use recycled water, there is, or is reasonably likely to be, a risk that would endanger human life or any part of the environment, or compromise the health or safety of any person, or the safety of our works.

### **8.8 Suspending or restricting our supply of recycled water**

(a) If you fail to book and allow inspections in accordance with subclause 8.2 we may:

- (i) issue a notice of contravention under Section 151 of the Water Act 1989; and
- (ii) reduce, restrict or discontinue the supply of water under section 141 of the Water Act 1989,

for failure to comply with these conditions.

(b) In addition to our powers to reduce or restrict supplies of recycled water under the Water Act 1989, we may temporarily or permanently suspend our supply of recycled water to your property if:

- (i) we reasonably consider that you have failed to ensure that clause 8 has been complied with; or
- (ii) the supply of recycled water is temporarily or permanently ceased or restricted; or
- (iii) the recycled water does not meet Class A standard; or
- (iv) an event beyond our reasonable control prevents us from supplying Class A recycled water to your property.

- (c) We may, from time to time and at our discretion, without notice to you temporarily substitute a supply of potable water for the recycled water.

## **8.9 Indemnity**

- (a) You must indemnify us against:
  - (i) all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
  - (ii) all proceedings, prosecutions or demands brought or made against us by anyone, whether directly or indirectly as a result of you failing to perform any of your obligations under these conditions, except to the extent that your failure has been caused by our negligence.
- (b) You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur directly or indirectly, as a result of us:
  - (i) asking you to cease using recycled water under sub-clause 4; or
  - (ii) temporarily or permanently suspending or restricting the supply of recycled water to you under sub-clause 8; or
  - (iii) amending these conditions under clause 5.
- (c) You must pay us any costs we reasonably incur in:
  - (i) making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
  - (ii) inspecting our assets or works to see if such damage has been caused.

## **9. SEWERAGE CONDITIONS**

- (a) In this condition, connecting works means the sanitary drains and fixtures on or serving your property, connected or intended to be connected directly or indirectly to our sewer.
- (b) The owner must ensure that a licensed plumber prepares an accurate plan of the below-ground connecting works as installed on your property and gives us a copy within 5 days after the connecting works have been completed. The plan must be in a format approved by us.

## 10. PLANS

- (a) We do not represent that any plan supplied to you, nor any of the information it contains, is accurate, adequate or complete;
- (b) To the extent possible, any condition or warranty which might otherwise be implied by law in relation to a plan is hereby excluded.
- (c) You must indemnify and release us from any liability which might otherwise arise in relation to any such plan.
- (d) You must ensure that your licensed plumber:
  - (i) makes independent enquiries about the location of each asset and boundary and about each relevant dimension shown on a plan; and
  - (ii) proves the location of every asset of the land by hand, before commencing work.

## HOW TO ARRANGE YOUR CONNECTION

**To schedule any wet tapping connection, dry tapping or plugging please phone 1300 720 711.**

**To obtain the day and time when a wet tapping or plugging will occur, please phone 1300 720 711 one day prior to the date you have previously scheduled with us.**

If you have any other enquiries, please contact our Development Branch