

Please note: *These conditions are to be included and read in conjunction with the Notice of Agreement issued upon lodgement of an application to connect to South East Water's Assets, and are related only to properties within the Logis Industrial Estate.*

Conditions of Connection for Logis Industrial Estate

1. GENERAL PROVISIONS

1.1 In these conditions,

we, us and **our** refer to South East Water Limited.

you and **your** refer to the owner of a property connected, or to be connected to our assets.

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 the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia, the requirements of the Plumbing Industry Commission and, in the case of recycled water, the Plumbing Industry Commission's Recycled Water Plumbing Guide.

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 water meter at your property, we may require you to install one. If we do, the water meter must:

- (a) be installed in accordance with the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia, and our 'Water Metering & Servicing Guidelines' which are available at www.southeastwater.com.au; and
- (b) be readily accessible for us to read, maintain or replace it, as required; and
- (c) not be located within a building or other structure.

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

- (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:

- (a) we may require a remote meter reading device to be installed; and
- (b) if a device is required, you must pay the cost of the device and its installation. **In the instance where the meter is reported stolen from the property:**
- (c) a replacement meter is required to be fitted by South East Water Limited; and
- (d) the meter replacement cost will be directly charged to the property owner / agent; and
- (e) it is the property owner/agent's responsibility to report this matter to Victoria Police.

4. DRINKING WATER CONDITIONS OF USE

4.1 The use of drinking water must be in accordance with current water restrictions.

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, or our agreement with our supplier of potable water, recycled water or sewage treatment services, as the case requires; or
- (b) manage or eliminate the risk of a significant effect on:
- (c) the health or safety of anyone; or
- (d) any part of the environment; or
- (e) any of our works.

6. TECHNICAL SPECIFICATIONS

6.1 Installation of drinking water and recycled water supplies

- (a) In relation to the installation of both drinking 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 water 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.

7. BOTH TAPPINGS TO BE CARRIED OUT TOGETHER

- 7.1 Both the Recycled Water and Drinking Water property service pipes are to be installed at the same time with both tappings to be carried out concurrently.

7.2 Drinking Water Wet Tapping / Tee Insertion:

- (a) you must arrange to install both the property service and the connecting works, at your cost.
- (b) 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;
- (c) you must install the relevant water meter, before we install the connecting valve;
- (d) any 20 or 25 mm installation must be fitted with a right-angle ball valve;
- (e) at your request, we will give you details of our approved configurations for the installation of water service assemblies; and

- 7.3 If the property service pipe and water meter assembly has not been completed when we seek to install the connecting valve, the tapping will not proceed and you will have to make a further booking. You must also pay any re-booking fee approved by the Essential Services Commission;

- 7.4 If any existing drinking water or recycled water service to your property is to be disconnected, you must expose the existing property service connection/s at the drinking water or recycled water main (as the case requires) at your cost, to allow us to disconnect and plug the existing property service/s. You must disconnect the relevant meter/s and return it/ them to us or our contractor.

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

8. RECYCLED WATER WET TAPPING

8.1 When installing your recycled water service:

- (a) you must arrange to install both the property service and the connecting works, at your cost; and
- (b) the property service pipe is to be solid jacketed polyethylene pipe, PE100 PN16 as a minimum, and must be water marked. PE pipe must not form any part of the water meter assembly.

8.2 **In the case of short side installations** the service pipe is to be laid on the left of the drinking water property service pipe and maintain 300mm separation.

8.3 **In the case of long side installations** may utilise the same conduit as the drinking water property service however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

- (a) the 20mm water meter assembly must conform to South East Water's requirements, including the right angle ball valve and associated meter assembly fittings.
- (b) 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;
- (c) the relevant water meter must be installed before we install the connecting valve;

8.4 If the property service pipe and water meter assembly has not been completed when we seek to install the connecting valve, the tapping will not proceed and you will have to make a further booking. You must also pay any re-booking fee approved by the Essential Services Commission;

8.5 The Recycled water meter inlet ball valve will be closed and fitted with a 'Lock Box' by South East Water at the time of connection to the property.

8.6 The 'Lock Box' is only to be removed by either South East Water, or its authorised agent for the purpose of conducting the commissioning 'Water Check' of internal Recycled Water Plumbing.

8.7 **You must ensure that the installation of the connecting works for recycled water is in accordance with Plumbing Industry Commission's Recycled Water Plumbing Guide for dual pipe plumbing systems and South East Water's requirements,**

9. RECYCLED WATER BACKFLOW PREVENTION REQUIREMENTS

9.1 You are responsible to ensure that an appropriate Containment Backflow Prevention Device is installed at the outlet of the drinking water meter. The recycled water meter has integral dual check valves and therefore an independent containment device is only required where the level of potential risk of contamination of the recycled water supply is classified as medium or high in accordance with the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia. Additional individual and zone protection should be considered as part of the plumbing installation.

10. ON SITE RECYCLED WATER STORAGE TANK

- 10.1** Recycled water is not to serve fixtures / taps directly. Supply is to be via a minimum 10,000 litre tank. The tank is to be designed and constructed in accordance with AS/NZS 4766 and where manufactured of materials other than those covered by AS/NZS4766 shall have a minimum authorisation of WaterMark certification to ATS 5200.026. Installation shall generally conform to Standards Australia HB 230 – 2006. The exception in this case is the tank overflow which **MUST** discharge to the internal property sewerage drainage system via a tundish in accordance with the Plumbing Regulations 2008, incorporating the plumbing code of Australia. **Discharge to the stormwater system will not be permitted.**
- 10.2** In cases of below ground tanks being employed, evidence that the tank has been designed, tested and certified by a civil engineer is to be provided prior to the supply of Recycled water being made available.
- 10.3** The tank is to be filled via a 20mm ball float valve assembly.
- 10.4** The tank is to display prohibition signs indicating 'Recycled Water Do Not Drink'

11. TESTING OF RECYCLED WATER INTERNAL PLUMBING SYSTEMS

- 11.1** You must ensure that the installation is verified in accordance with these requirements at your cost, at each of the following stages:
- (a) main to meter (prior to back filling)
 - (b) meter to storage tank & building (prior to back filling)
 - (c) rough-in;
 - (d) commissioning (must be carried out prior to the building being occupied).
- 11.2** Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be removed prior to the commissioning inspection and occupation of the building.
- 11.3** To arrange inspection of the plumbing installation please contact Property Development on 131694.

12. RECYCLED WATER CONDITIONS

12.1 Taps / Tank and signs

You must ensure that:

- (a) every recycled water hose bib tap connected to our recycled water supply is a purple 5/8 inch inlet thread tap, of a design approved by South East Water Limited;
- (b) a sign reading "Recycled Water. Do not drink" is attached to every tap, the recycled water storage tank and
- (c) any pipe, tap or other fitting used or intended to be used to supply recycled water is purple and is never painted any other colour.
- (d) all class recycled water used on the property must be via the individual property storage tank.

12.2. Notify others

You are responsible for:

- (a) notifying tenants, staff 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) ensure that all such persons comply with the appropriate uses of recycled water listed below.

12.3. Use of recycled water

- (a) **You may only use recycled water, which we supply, for the following purposes:**
 - i. watering gardens
 - ii. toilet flushing;
 - iii. vehicle washing (on lawns only);
 - iv. washing down outdoor furniture and the exterior of buildings;
 - v. filling or topping up ornamental water features and ponds that are not used for swimming
- (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 for the development in which your property is situated.
- (c) **The use of Class A Recycled Water for onsite fire fighting purposes is NOT permitted.**
- (d) You must ensure that only the minimum possible volume of recycled water runs off your property to the stormwater system.
- (e) You must not use recycled water, or allow it to be used for any purpose other than a purpose mentioned under the heading 'Use of recycled water' above.
- (f) We may, from time to time, at our discretion, temporarily supply potable water instead of recycled water which we would otherwise supply.

12.4 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 advised by South East Water Limited.**
- (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 the heading 'Use of recycled water' above; 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 Human Services or other appropriate authority; or
 - any law relating to health, safety or the environment; or
 - our agreement with our supplier of recycled water; 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.
- (c) We will do all we reasonably can to allow you to resume using recycled water as soon as possible after asking you to stop under this clause.

12.5 Suspending or restricting our supply of recycled water

- (a) **In addition to our powers to reduce or restrict supplies of recycled water under the *Water Industry Act 1994*, 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 the 'Conditions of Connection' have been complied with; or
 - ii. our supplier of recycled water temporarily or permanently ceases or restricts supplies of recycled water to us; or
 - iii. recycled water which we receive from our supplier 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.
- (b) We may, from time to time and at our discretion, temporarily substitute a supply of potable water for recycled water which we would otherwise supply.

12.6 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,
- iii. 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 ; or
- ii. temporarily or permanently suspending or restricting the supply of recycled water to you; or
- iii. amending these conditions.

(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.

(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.

(e) In addition to the above conditions pertaining to the attached plan/s (?):

- i. We do not represent that any plan enclosed with this letter, nor any of the information it contains, is accurate, adequate or complete;
- ii. To the extent possible, any condition or warranty which might otherwise be implied by law in relation to a plan is hereby excluded.

(f) You must indemnify and release us from any liability which might otherwise arise in relation to any such plan.

- i. The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.
- ii. You are put on notice that the map base is not created by South East Water Limited and South East Water Limited cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions.

- iii. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded.
- iv. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan.
- v. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water's assets including property connection points requires separate consent.