

**CITY WEST WATER
RECYCLED WATER SUPPLY
CONDITIONS OF CONNECTION**

DOCUMENT HISTORY AND STATUS

| Version | Date Issued | Reviewed by | Approved by | Date Approved | Revision type |
|----------------|--------------------|--------------------|--------------------|----------------------|----------------------|
| V1 | April 2007 | C. Spalding | S. Robertson | 13 April 2007 | |
| V2 | April 2008 | C. Spalding | S. Robertson | 31 May 2008 | |

TABLE OF REVISIONS

| Issue No. | Date Revised | Reviewed by | Amended clauses | Brief Description of Change |
|------------------|---------------------|--------------------|------------------------|---|
| 01 | May 2008 | C. Spalding | 4.3 & added new 4.4 | Incorporated provision that installation and inspection requirements of CWW must be met and prevail over inconsistent PIC requirements. |
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1. **Definitions**

In these conditions:

connecting works means all parts of the recycled water service on your property (including the backflow prevention device) between the outlet of the recycled water meter and the outlet of any taps referred to in item 7, used or intended to be used for the purpose of the supply of recycled water to your property.

property service means the pipes and fittings which we use or intend to use to supply recycled water to your property from our recycled water main, up to the outlet of the recycled water meter on your property.

we, us and our refer to City West Water.

you and your refer to the owner or occupier of the property connected, or to be connected, to our water main.

2. **Customer Charter**

Our Customer Charter for residential customers is incorporated with these conditions.

3. **Licensed Plumber**

All plumbing work of a particular class or type referred to in the Plumbing Regulations 1998 which these conditions require to be undertaken must be done by a plumber licensed by the Plumbing Industry Commission to carry out work of that class or type.

4. **Installation**

4.1 Subject to item 5, we will arrange to install a property service and connect it to our recycled water main, at our cost.

4.2 You must arrange for installation of the connecting works, at your cost and in accordance with these conditions.

4.3 The connecting works must be installed so that they comply, in all respects, with the:

(a) Plumbing Regulations 1998 (Vic);

(b) Water Industry Regulations 2006 (Vic);

(c) *Building Act 1993* (Vic);

(d) Relevant AS/NZS series of standards applicable to connecting works from time to time, including but not necessarily limited to AS 3500.1 and AS 2845.1, in the case of the backflow prevention device;

- (e) the Plumbing Industry Commission's *Recycled Water Plumbing Guide*;
- (f) CWW installation and inspection requirements applicable to connecting works advised to you from time to time,

and any other technical requirements set out in these conditions.

- 4.4 To the extent permitted at law, if there is any inconsistency between installation and inspection requirements contained in the Plumbing Industry Commission's *Recycled Water Plumbing Guide*, and CWW installation and inspection requirements, the CWW installation and inspection requirements for connecting works will prevail and must be followed.
- 4.5 If you (or your plumber on your behalf) cannot locate the water tapping point within 2 hours after commencing excavation at or near your property, you must immediately telephone us on our customer service number.

5. **Recycled Water Meters**

- 5.1 If your property requires a recycled water meter of 25 mm or less, we will supply and install it.
- 5.2 If your property requires a recycled water meter larger than 25 mm, we will supply the meter which you must install. The recycled water meter must:
 - (a) be purple in colour; and
 - (b) be installed in accordance with relevant AS/NZS series of standards; and
 - (c) not be located within a building or other structure.
- 5.3 If there is a fire service to your property:
 - (a) we may chose to connect that service to our recycled water main; and
 - (b) we will install a separate recycled water meter for that service.
- 5.4 You must pay us the cost of any meter we supply and of installing any meter we install.

6. **Backflow Prevention Device**

- 6.1 If we supply and install a recycled water meter with a dimension of up to 25 mm it will incorporate a backflow prevention device.
- 6.2 If we supply you with a recycled water meter which you must install under sub-clause 5.2, you must also install a backflow prevention device as part of the connecting works, or otherwise, in a way that meets :
 - (a) every requirement in sub-clause 4.3; and
 - (b) any other technical requirement of which we advise you.

7. **Taps and Signs**

You must ensure that:

- (a) every part of the connecting works is purple and is never painted any other colour;
- (b) in each outdoor area at your property where water may be used, at least one purple tap riser, timber stake, purple 5/8^{ths} inch inlet tap, of a design approved by us, is installed;
- (c) a sign reading "Recycled Water. Do not drink" is attached to every recycled water supply tap, at all times; and
- (d) any other signs relating to recycled water as we reasonably require from time to time are installed and maintained on your property.

8. **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;
- (b) explaining to them the purposes for which recycled water may and may not be used;
- (c) ensuring that all such persons comply with clause 9.

9. **Permissible uses for recycled water**

9.1 Recycled water which we supply must only be used for the following purposes:

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

9.2 You may only use recycled water which we supply to you in accordance with the current version of the Health and Environmental Management Plan ("HEMP") for the development in which your property is situated. The HEMP is a plan developed by us in connection with the recycled water supply. That Plan may be inspected at our offices, upon request.

- 9.3 You must ensure that only the minimum possible volume of recycled water runs off your property to the stormwater system.
- 9.4 Where a restriction or prohibition on the use of recycled water is imposed under the terms of a Drought Response Plan or Emergency Management Plan under the *Water Industry Act 1994*, you must comply with the restriction or prohibition.
- 9.5 We may, from time to time, at our discretion, temporarily supply potable water instead of recycled water, which we would otherwise supply.

10. **Stopping your use of recycled water**

- 10.1 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.
- 10.2 We will only ask you to stop using recycled water if:
- (a) we need to inspect, do work on or close down our assets for supplying recycled water; or
 - (b) we consider that, if you continue to use recycled water, this may lead you or us not to comply with:
 - (i) the uses permitted under sub-clause 9.1; or
 - (ii) the current version of the Health and Environment Management Plan for the development in which your property is situated; or
 - (iii) 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 authorities; or
 - (iv) any law relating to health, safety or the environment; or
 - (v) our agreement with our supplier of recycled water; or
 - (c) 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.
- 10.3 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.

11. **Suspending or restricting our supply of recycled water**

- 11.1 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:
- (a) we reasonably consider that you have failed to ensure that sub-clause 9.1 has been complied with; or

- (b) our supplier of recycled water temporarily or permanently ceases or restricts supplies of recycled water to us; or
- (c) recycled water which we received from our supplier does not meet Class A standards; or
- (d) an event beyond our reasonable control prevents us from supplying Class A recycled water to your property.

12. **Building near or over our assets**

12.1 In addition to any offence which you may commit under the *Water Industry Act 1994*, you must not, without our separate permission, cause or permit any structure to be built, or any filling to be placed:

- (a) within 1 metre laterally of any of our works; or
- (b) on land over which an easement exists:
 - (i) in favour of us; or
 - (ii) for water supply or sewerage purposes.

12.2 You are required by law to remove any such structure or filling if we ask you to, within such time as we determine.

12.3 If you do not remove the structure or filling within the time we have determined, we have legal power:

- (a) to enter your land and remove the structure or filling; and
- (b) to recover the reasonable costs we incur from you.

13. **Reading and access to recycled water meters**

13.1 You must ensure that any recycled water meter installed on your property is readily accessible for us to read, maintain or replace, at all times.

13.2 If we are unable to obtain ready or safe access to your recycled water meter at any time in order to read it:

- (a) we may ask you to read the meter and to advise us of that 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 of water for the period since the recycled water meter was last read.

13.3 To help us read a recycled meter on your property more easily, we may, at any time and at your cost, require you to:

- (a) relocate the recycled water meter; or

- (b) install a remote meter reading device.

14. **Maintenance**

- 14.1 We are required by law to keep the property service in repair and good working order, at our cost.
- 14.2 You are required by law to keep the connecting works in repair and good working order, at your cost.

15. **Amendments**

- 15.1 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.
- 15.2 We may also amend these conditions from time to time if we consider that it is necessary to:
 - (a) ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our recycled water supplier; or
 - (b) manage or eliminate the risk of a significant effect on:
 - (i) the health or safety of anyone; or
 - (ii) any part of the environment; or
 - (iii) any of our works.

16. **Indemnity**

- 16.1 You must indemnify us against:
 - (a) all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
 - (b) all proceedings, prosecutions or demands brought or made against us by anyone,as a result of you failing to perform any of your obligations under these conditions, except to the extent that the failure has been caused by our negligence.
- 16.2 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:
 - (a) asking you to stop using recycled water under item 10; or
 - (b) temporarily or permanently suspending or restricting any of the services, including the supply of recycled water under sub-clause 11; or

- (c) amending these conditions under item 15.

16.3 You must pay us any costs we reasonably incur in:

- (a) making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- (b) inspecting our assets or works to see if such damage has been caused.

17. **Plans**

If we supply you with any plan with these conditions, or for the purpose of a connection being made to our assets:

- (a) we do not represent that the plan, or any of the information it contains, is accurate, adequate or complete;
- (b) you must indemnify and release us from any liability which might otherwise arise in relation to any such plan; and
- (c) you must:
 - (i) make independent inquiries about the location of each asset and boundary and about each relevant dimension shown on the plan; and
 - (ii) prove the location of every asset on the land by hand, before commencing work.

18. **Arranging a connection**

- 18.1 When our recycled water main is carrying recycled water, a connection is known as a "wet tapping". When it is not carrying water, a connection is known as a "dry tapping". When a connection is to be removed, "plugging" is required.
- 18.2 You (or your plumber on your behalf) must arrange for our representative to undertake the work whenever a direct connection is to be made to, or removed from, our recycled water main.
- 18.3 To schedule a day on which a dry tapping, wet tapping or plugging will occur, you (or your plumber on your behalf) must telephone our customer service number.
- 18.4 In the case of a wet tapping or plugging, you (or your plumber on your behalf) must also arrange a particular time for it to occur, by telephoning our customer service number us on the day before the scheduled day.