

WatersEdge

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**CONDITIONS OF CONNECTION
SECTION 145
WATER ACT 1989**

1. PURPOSE

The purpose of these Conditions of Connection are to inform the applicant in the Aquarevo Estate, Lyndhurst, of the conditions of accessing drinking water, Class A recycled water and rainwater for non-drinking purposes (hot water uses). The conditions also identify responsibilities and obligations relating to the pressure sewer connection to the property.

2. GENERAL PROVISIONS

2.1 In these conditions,

- (a) **conditions** means these Conditions of Connection applying to the property described above.
- (b) **we, us and our** refer to South East Water Corporation.
- (c) **you and your** refer to the owner of a property connected, or to be connected, to our assets.
- (d) **private water supply works**, (*onsite water supply plumbing*) in relation to a serviced property, means the property service pipe (including any backflow prevention device and any other fixtures or fittings other than a water meter) from the outlet of any fixtures installed on the serviced property to the property service works, but does not include any extended private water supply works.
- (e) **property service works**, (*external water supply connecting works*) in relation to a serviced property, means the property service pipe (including any stop valves and any other fixtures or fittings other than a water meter) from a water main of a water corporation to the primary water meter.
- (f) **sewer works** means the sanitary drains serving sanitary fixtures (e.g.: sinks, toilets etc.) on your property, connected or intended to be connected to our sewer.

2.2 Our customer charter for residential customers is incorporated with these conditions. If there is any inconsistency between our customer charter and these conditions, these conditions prevail.

2.3 These conditions, other than clause 10, are binding on the current and future owners and occupiers of the property under section 145 of the *Water Act 1989*. Your agreement to clause 10 is a condition precedent to your use of our customer account management hub *mySouthEastWater* (as defined in clause 10) and if you access *mySouthEastWater* you will be deemed to have agreed to the terms of clause 10.

- 2.4 The owner/applicant must ensure that the licensed plumber conducting the plumbing works at the property is provided with these conditions prior to work commencing.

3. LICENSED PLUMBER

- 3.1 Any work which these conditions require you to undertake must be done by a licensed plumber, engaged by you and at your cost.
- 3.2 All plumbing work must comply with the current version of the Plumbing Code of Australia incorporating AS/NZS3500, our *Water Metering and Servicing Guidelines* (available at southeastwater.com.au) and these conditions. The Victorian Building Authority (VBA) is the regulatory authority for plumbing. All enquiries relating to plumbing standards should be directed to the VBA on phone 1300 815 127.

4. METERS

- 4.1 Two main water meters will be used for billing purposes for both drinking water and Class A recycled water respectively.
- 4.2 The rainwater to hot water system includes two water meters which we will install to record rainwater and drinking water flows to the hot water system.

All meters must:

- (a) Be readily accessible for us to read, maintain or replace, as required.
 - (b) Not be located within a building or other structure, or below ground.
- 4.3 If we are unable to obtain ready or safe access to meters installed at your property at any time in order to read it:
 - (a) We may ask you to read the main meter(s) and to advise us of the reading, within a time which we nominate. If you do not comply, we may estimate your consumption based on the period since the meter was last read.
 - (b) In the instance where a meter is reported stolen from the property we will need to install a replacement meter. Where the property owner or owner's agent has reported this theft to Victoria Police, and can provide to South East Water a copy of such report, the meter replacement will be at no cost.
 - 4.4 If additional gas meter(s) are installed at your property, as provided in Section 10, clauses 4.1 to 4.3 will also apply in relation to the gas meter(s).

5. INSPECTION and MAINTENANCE RIGHTS

- 5.1 Installation inspections
 - (a) During construction of this house, inspections of plumbing work must be booked with us at three mandatory stages during your house construction. We will undertake inspections in accordance with our Single Residential Recycled Water Plumbing Inspection procedure and specific inspection requirements relating to the Aquarevo development. This information will be provided to the builder and/or plumber prior to construction.
 - (b) In relation to installation of the onsite rainwater to hot water plumbing including rainwater catchment components, we may enter the property at any reasonable time, at

South East Water's cost, to perform an inspection to establish compliance with these Conditions of Connection.

- (c) 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 are regulated by the Victorian Building Authority (VBA).

5.2 Maintenance of equipment

- (a) Following reasonable notice, or by agreement with the occupier of the property, we may enter the property to inspect, maintain or replace any component of the rainwater to hot water system supplied by South East Water.
- (b) The rights of entry and inspection 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.
- (c) 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 in your property plumbing works undertaken by your plumber or their rectification of any such defect.
 - (ii) We may notify the VBA of any defect observed.

6. INSTALLATION OF WATER SERVICES

6.1 Drinking water

- (a) All dry tapping installations/alterations shall be carried out by us at the owner's cost.
- (b) The water supply connection (dry tapping) has been designed to be clear of proposed buildings, driveways, paving and fencing. At the time the dry tapplings are installed it is unknown where buildings, paths etc. will be. It is the owner's responsibility to check that the connections and meters will be clear of obstructions and, where a conflict exists, contact South East Water prior to construction to arrange and pay for any relocation works required.
- (c) We will arrange to install the property service and connect it to our supply system.
- (d) In the case of a drinking water dry tapping, we will install a ball valve, dual check backflow prevention device, tap riser, timber stake, bib tap and hose connection vacuum breaker.
- (e) Where testable containment backflow prevention devices are required to be installed as a result of any identified on site risk of contamination to the drinking water/recycled water supply systems you may engage your licenced plumber to install the devices. Alternatively, South East Water can arrange this work at the time of the water meter installations. Additional costs will apply.

6.2 Recycled water

- (a) All dry tapping installations/alterations shall be carried out by us at the owner's cost.
- (b) The recycled water supply connection (dry tapping) has been designed to be clear of proposed buildings, driveways, paving and fencing, as per clause 6.1. We will arrange to install the property service and connect it to our supply system.

- (c) In the case of recycled water dry tapping, we will install a ball valve, dual check water meter, tap riser, timber stake, and a purple Class A recycled water 5/8 inch inlet thread tap and sign reading 'Recycled water. Do not drink'.
- (d) The recycled water meter inlet ball valve will be closed and fitted with a locking device by us at the time of connection to the property.
- (e) The locking device is only to be removed by us for the purpose of conducting the commissioning inspection of internal recycled water plumbing.
- (f) Penalties apply for unauthorised removal of the locking device.

7. RECYCLED WATER

7.1 Private water supply work installation

- (a) External taps
 - (i) A recycled water 5/8 inch inlet thread tap and sign reading 'Recycled water. Do not drink' must be installed to service the rear external area of the property. Any pipe, tap or other fitting used or intended to be used to supply recycled water on your side of the recycled water meter must be purple and must not be painted any other colour.
- (b) Washing machine taps
 - (i) For horizontal tap installations: a recycled water washing machine stop tap must be installed on the right side of the cold water tap (hot, cold and then recycled water).
 - (ii) For vertical tap installations: a recycled water washing machine stop tap must be installed beneath the cold water tap (hot, cold and then recycled water).
 - (iii) Have a 5/8" female threaded stop tap complete with purple handle and standard 3/4" outlet, via a 5/8" male lugged elbow.
 - (iv) Have a cover plate with laser etched prohibition warning that complies with AS1319 stating 'Recycled water. Do not drink'.
- (c) Pressure testing of internal plumbing systems
 - (i) 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 must be above ground, and must be removed by your plumber prior to the third and final commissioning inspection and occupation of the building.

7.2 Owner's use and responsibility

- (a) You may only use recycled water which we supply for the following purposes:
 - (i) watering gardens (including vegetable gardens)
 - (ii) toilet flushing
 - (iii) clothes washing (cold only)
 - (iv) car washing

- (v) washing down outdoor furniture and the exterior of your house
- (vi) filling or topping up ornamental water features and ponds that are not used for swimming
- (vii) 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 for the development in which your property is situated. This Plan can be requested by contacting us via email at aquarevo@sew.com.au, or calling us on 1800 337775. You must ensure that only the minimum possible volume of recycled water runs off your property to the stormwater system.
- (c) You must not use recycled water, or allow it to be used, for any purpose other than those listed above.
- (d) It is your responsibility to:
 - (i) notify members of your household, tenants of, and visitors to your property, that it is supplied with recycled water toilet flushing
 - (ii) explaining to them the purposes for which recycled water may and may not be used.

7.3 Supply

- (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 us. 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
 - (ii) we consider that, if you continue to use recycled water this may lead you or us not to comply with the usage purposes outlined in clause 7.2
 - (iii) the current version of the Health and Environment Management Plan for Aquarevo is amended to an extent where we consider the usage is not suitable
 - (iv) any guidelines for the use of recycled water from time to time issued by the Environment Protection Authority, the Department of Health and Human Services or other appropriate authority is amended to an extent where we consider the usage is not suitable
 - (v) any law relating to health, safety or the environment is amended to an extent where we consider the usage is not suitable
 - (vi) our agreement with our supplier of recycled water is amended to an extent where we consider the usage is not suitable
 - (vii) we consider that, if you continue to use recycled water, there is, or is reasonably likely to be, a risk to the environment, or compromise the health or safety of any person, or the safety of our works.
 - (viii) 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.

- (b) In addition, we may temporarily or permanently suspend our supply of recycled water to your property if:
 - (i) our supplier of recycled water temporarily or permanently ceases or restricts supplies of recycled water to us
 - (ii) recycled water which we receive from our supplier does not meet Class A standard
 - (iii) an event beyond our reasonable control prevents us from supplying Class A recycled water to your property
- (c) We may, at our discretion, temporarily substitute a supply of drinking water for recycled water which we would otherwise supply.

8. RAINWATER TO HOT WATER

8.1 Rainwater that has been captured and treated to a high standard is used as the primary source of water supply to the hot water system supplying hot water to the following fixtures;

- (a) baths
- (b) showers
- (c) laundry trough
- (d) washing machine

8.2 Installation by South East Water

- (a) South East Water is to be given reasonable notice during the house build to supply and install, except where noted, all necessary components of the rain to hot water system as follows:
 - (i) Gutter guard (South East Water supply only – builder to install) for the roof catchment area.
 - (ii) A leaf retention device installed at the outlet from gutters servicing the rainwater catchment area.
 - (iii) 100mm downpipes servicing the rainwater tank. The downpipes will be constructed of material approved to AS4020 (material in contact with drinking water). Please note clause 8.3 for double storey homes.
 - (iv) A first flush device is incorporated into the design of the rainwater tank installation to assist in maintaining suitable quality of rainwater into the tank.
 - (v) A 2,400 litre slimline rainwater tank will be provided. The tank will be fitted with insect screens to both inlet and overflow connections. Included in the tank will be a submersible pressure pump. This will control the supply of rainwater to the hot water system.
 - (vi) To reduce flooding risk and to allow the tank to collect fresh rainwater the tank is remotely monitored by our Tank Talk® device.
 - (vii) All pipework, fittings and valves necessary for the installation of the rain to hot water unit.

- (viii) An automated changeover device to supply drinking water to the rain to hot water system will be installed. This device will be used in the event that rainwater is not available, or for any other reason we consider that the use of rainwater for hot water should be suspended or discontinued.
- (ix) A water filtration and ultraviolet treatment system will be installed on the water supply delivery line prior to the hot water unit.
- (x) An energy efficient 300 litre heat pump hot water system will provide hot water for non-drinking purposes such as bathing (showers and baths) and laundry trough and washing machine.
- (xi) A tempering valve will be installed on the hot water delivery line in accordance with AS/NZS3500 to regulate the temperature of hot water to the showers and baths within the home serviced by the rain to hot water system.

8.3 Owner's responsibility

- (a) You are responsible to have the following aspects installed on the rainwater to hot water system:
 - (i) All roofing and guttering components including a rain head (400x300x250mm) must be in accordance with AS4020 for material to be in contact with drinking water and in accordance with the Aquarevo Design Guidelines. The use of uncoated lead flashings is not permitted.
 - (ii) South East Water-supplied gutter guard to rainwater tank catchment gutters only, in accordance with manufacturer's requirements. The roof and gutters are to be cleaned thoroughly prior to installation.
 - (iii) Gutter stops to isolate the roof catchment area for rainwater to hot water.
 - (iv) A single round 100mm UPVC downpipe for double storey homes is to be installed to supply the rainwater tank from the rain head to a point no more than 2.0 metres from the finished ground level. The downpipes will be constructed of material approved to AS4020 (material in contact with drinking water) and those supplying the roof catchment are to be painted/coated to protect against ultraviolet degradation.
 - (v) A rainwater catchment area of the roof which must not include:
 - (A) evaporative coolers/air-conditioning systems (including any discharge pipes)
 - (B) television aerials
 - (C) satellite dishes
 - (D) wood-fired heater fluesAny roof penetrations must be kept to a minimum in this catchment area.
 - (vi) The siting of the 2,400 litre rainwater tank and rainwater to hot water unit in accordance with the National Construction Code. These units should be in close proximity to each other. A suitable concrete base must be provided for these units in accordance with manufacturer's and South East Water's requirements.

- (b) Your licensed plumber must ensure the design of the internal hot water/gas supply pipework provides for the following:
 - (i) Appropriately sized gas fitting line to supply onsite appliances.
 - (ii) Provision for installation of South East Water supplied gas meter/s to service the continuous flow hot water unit/s where specified.
 - (iii) Minimise length of lateral hot water pipe lines.
 - (iv) A suitable location and installation of the secondary hot water unit (drinking water) to service kitchen and bar sinks, and basins as per clause 8.2.
 - (v) Termination points for drinking water, rainwater and, where applicable, gas supply are to be provided to facilitate connection of the rainwater tank and hot water systems to the home.
 - (vi) Shower roses which must be WELS approved rated at no more than 7 litres per minute.
 - (vii) Separate hot water supply lines from the two hot water units
 - (viii) The two independent hot water services must be labelled to ensure the source of supply is clearly identifiable. Rainwater must be supplied via solid jacketed red pipe with green rainwater stickers shown every 300mm.
 - (ix) Tap outlets supplied from the rain to hot water system must be clearly identified as rainwater.
 - (x) Tap sets serviced by heated rainwater must be of a design which prevents rainwater from entering the drinking water supply line or alternatively a dual check valve must be installed in the cold water supply to such tap set/s in an accessible location to protect the drinking water service.
 - (xi) All electrical consumption charges for the rainwater to hot water system.

8.4 Supply

- (a) While the rainwater is a high standard suitable for the uses described, it is not to be used as drinking water. Hot water that can be intentionally consumed will be supplied from drinking water using a secondary hot water service installed by your licenced plumber and for which you are solely responsible. Please refer to the 'Aquarevo Design Guidelines' (available at aquarevo.com.au) for further information. References in these Conditions of Connection to the hot water system are, unless otherwise indicated, to the rainwater hot water system supplied by us.
- (b) The rainwater to hot water system will be maintained by us for at least 10 years and we will arrange with you suitable times to carry out the periodic maintenance works.

9. SEWERAGE CONDITIONS

This property will be serviced by a South East Water supplied and maintained pressure sewer system and requires the following installation and ongoing responsibilities:

9.1 Installation by South East Water

- (a) A pressure sewer tank will be installed to the property at an agreed time with the builder in a pre-determined location within the property.
- (b) South East Water is responsible for works from the pressure sewer main in the street to the pump and tank unit including:
 - (i) Installing a pressure sewer discharge line, pump and tank unit.
 - (ii) Installing the power cable from the pump within the tank to the house including the installation of a remote mounted pump control and alarm panel. The pump control panel is to be located on an external wall of the house within the property, in a location agreed by South East Water and the owner.
 - (iii) Maintaining the sewer pump and tank unit within the property, all associated pipe work connecting it to the sewer and the pump power cable up to and including the pump control panel.

9.2 Owner's responsibility installation

- (a) Provision of a designated 20Amp power supply from the main electrical switchboard for the house to South East Water's pump control panel, (location to be determined prior to construction) including all electrical consumption costs.
- (b) Installation and maintenance of a gravity sewer pipeline from the house to the tank unit.
- (c) You must ensure that your licensed plumber prepares an accurate plan (Property Sewerage Plan) of the below-ground sewer works as installed on your property and provides us a copy within five business days after the sewer works have been completed. The plan must be in a format approved by us.
- (d) Sewer mains may surcharge. Adequate provisions are required to be made by your licenced plumber to protect your property from surcharge, should it occur.

9.3 Ongoing responsibilities of owner

- (a) The property owner is responsible for works from the house to the pump and tank unit and, upon connection to the pressure sewer system, payment of ongoing sewerage service and sewage disposal charges to South East Water. A notice will also be placed on our encumbrance data base advising potential purchasers of the required sewerage servicing conditions as detailed below:
 - (i) Pressure sewer tanks are located to ensure ongoing access is available for maintenance purposes. You must ensure that 24 hour access by South East Water staff and contractors is maintained.
 - (ii) Maintaining the designated power supply to the pump control panel, including all electrical consumption costs, to ensure that the integrity of the supply is maintained.

- (iii) Any damage caused to the pressure sewer system either as a result of connecting fixtures not approved by South East Water or damage caused as a result of any site works will result in the property owner/s being responsible for all cost/s associated with any rectification works.
- (iv) Approval is granted for sewage discharge at 0.5 litres per second to the pressure sewer system. Prior consent is required from South East Water to increase discharge rates or vary discharge quality.
- (v) External showers and wash down areas are not permitted to discharge to the pressure sewer system.
- (vi) Should any swimming pools and spas be installed, they contribute to high discharge rates associated with the backwash and connection to the pressure sewer system is only permitted subject to specific conditions. You must notify South East Water if you intend to connect backwash for a swimming pool or spa. Additional servicing and financial conditions may apply. Connection of backwash from swimming pools and spas must comply with the Melbourne Retail Water Agencies (MRWA) Supplementary Manual to the WSAA Pressure Sewer Code.

9.4 Minimum clearances from pressure sewer tanks

- (a) Prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.
- (b) In addition to normal asset protection requirements, and to ensure the safe operation and maintenance of the pressure sewer system, minimum clearances must be maintained at all times as follows:
 - (i) Minimum horizontal clearance of 3 metres from the edge of the pump and tank unit to any window door or opening.
 - (ii) Minimum horizontal clearance of 1 metre from the edge of the pump and tank unit to any footing/foundation or other services.
 - (iii) All services not related to the installation of the pressure sewer system are to remain outside of the zoned pressure sewer tank installation area as detailed on the individual plan of subdivision.
 - (iv) Minimum horizontal clearance of 500mm from the edge of the property service line maintained by South East Water (from the street to the tank) to any structure, footing or foundation.
 - (v) Where change to site conditions including surface levels requires the pump and tank unit and/or property service line, to be relocated/altered, prior consent is required from South East Water. This includes any alterations to the power cable from the pump and tank unit to the main electrical switchboard for the house and pump control panel. All alteration work/s are to be undertaken by South East Water and costs borne by the owner.

- (vi) Where driveways/paving are constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or reinstatement works, necessary to allow maintenance and or repair of the asset/s affected.

10. DATA COLLECTION AND ACCESS TO USAGE INFORMATION

- 10.1 South East Water will collect water, recycled water and rainwater to hot water usage data and will make this accessible to the property owner via *mySouthEastWater* – an online account management site. We will (subject to your consent) also make accessible your usage of electricity, solar generation and gas.
- 10.2 To provide energy usage information we need your consent to allow this data to be provided by the relevant energy companies. This information will not be used for billing.
- 10.3 We will, until we notify you to the contrary, make available the *mySouthEastWater* account management site which may be accessed from your mobile device, and which will display your usage (but not cost) of electricity, solar electricity (depending on your choice of supplier), gas and the rain to hot water system. There may be additional terms and conditions associated with your use of *mySouthEastWater*, and by accessing or using it, you consent to those terms and conditions as well as to clause 10. You further acknowledge and agree that *mySouthEastWater* provides indicative information only and will not necessarily match data used to calculate your utility bills. We take no responsibility for the accuracy of the data shown in *mySouthEastWater*.
- 10.4 You acknowledge and agree that, despite our collection and provision of electricity and solar electricity metering data and gas metering data as provided in clause 10, we are not the supplier of electricity, solar electricity or gas to your property and you must make appropriate arrangements with the electricity, solar electricity or gas providers of your choice. We take no responsibility for any aspect of the supply, quality or cost of electricity, solar electricity of gas provided to your property.

11. INDEMNITY

- 11.1 You indemnify us against:
 - (a) All damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur
 - (b) 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 the failure has been caused by our negligence.
- 11.2 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 cease using recycled water as per clause or temporarily or permanently suspending or restricting the supply of recycled water as per clause 7.3.
 - (b) Amending these conditions under clause 12.

11.3 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.

11.4 The plan/s accompanying these conditions 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. The map base is not created by South East Water and South East Water 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. 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. 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. 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.

12. AMENDMENTS TO CONDITIONS

12.1 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.

12.2 We may also amend these conditions 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 drinking water, recycled water or sewage treatment services, as the case requires; or
- (b) Or manage or eliminate the risk of a significant effect on:
 - (i) The health or safety of anyone
 - (ii) Or any part of the environment
 - (iii) Or any of our works.