

**CITY WEST WATER
PRESSURE SEWERS
COMMERCIAL OR INDUSTRIAL PREMISES
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	July 2012	S Webb	C Spalding	25 June 2012	

TABLE OF REVISIONS

Issue No.	Date Revised	Reviewed by	Amended clauses	Brief Description of Change
01	June 2012	S Webb	9.1	Change from Water Industry Act 1994 to Water Act 1989.
02				
03				
04				
05				
06				

1. Definitions

In these conditions:

connecting works means all parts of:

- (a) the sanitary drains between any fixtures or appliances on your property and the collection pit and grinder pump (subject to item 5.5); and
- (b) the collection pit and grinder pump; and
- (c) the pressure drain between the grinder pump and our sewer connection branch; and
- (d) the electricity control panel for the grinder pump; and
- (e) the electrical wiring between the main electrical switchboard on the property and the grinder pump in the collection pit.

See Drawings 1, 2 and 3 attached.

sewer connection branch means the drains and fittings which we use or intend to use to convey sewerage from the inlet to the isolation valve attached to the connecting works, to our sewer rising main.

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 sewer rising main.

2. Customer Charter

Our Customer Charter is incorporated with these conditions.

3. Consulting Engineer

- 3.1 You must, at your cost, engage a consulting engineer with experience of pressure sewer systems (**Engineer**) to design and prepare plans of the connecting works; to supervise their construction; and to test them before they are commissioned.
- 3.2 The connecting works must be designed, constructed, operated and maintained in accordance with any specifications we provide to you.

4. Licensed Plumber and Electrician

- 4.1 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 who is also authorised to issue certificates of compliance (plumber).
- 4.2 All electrical work which these conditions require you to undertake must be done by an appropriately licensed electrician.

5. Submission of plans

- 5.1 You must give us plans, prepared by the Engineer, setting out the proposed type, location and capacity of the connecting works and any other information we require, before you begin to install the connecting works.
- 5.2 Subject to sub-clause 5.3, we may authorise you to install the connecting works in accordance with those plans.
- 5.3 We may require reasonable amendments to be made to the plans before we authorise you to install the connecting works.
- 5.4 You must not begin to install the connecting works until we have authorised you to install them.
- 5.5 You must not, at any time, connect any additional fixtures or appliances to the connecting works which were not provided for in the plans submitted to us, without first obtaining our consent.

6. Installation

- 6.1 If a sewer connection branch is required, we will arrange for it to be installed at your cost.

6.2 You must arrange for installation of the connecting works, at your cost, in accordance with the plans authorised under clause 5 and these conditions.

6.3 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 sewer connection branch and connecting works from time to time;
- (e) WSAA Pressure Sewerage Code of Australia WSA 07-2007;

and any other technical requirements which we specify.

6.4 If any part of the connecting works are to be installed outside the boundaries of your property, you must obtain, at your cost, any permit or authorisation (including any permit to open a road) which may be required under any law, to undertake the necessary work.

7. **Compliance with laws and directions**

You must, at your cost, comply:

- (a) with any directions we may reasonably give you, from time to time, about installing, operating, maintaining, repairing or replacing the connecting works; and
- (b) with the installation and operating requirements of the manufacturer or supplier of any component of the connecting works; and
- (c) with the requirements of all laws and lawful directions relating to some or all of the connecting works.

8. **Property Service Plan**

Within 7 days after the connecting works have been completed and a Plumbing Industry Commission certificate of compliance issued, you (or your plumber on your behalf) must lodge an "as constructed" property service plan of those works with Casey Inspection Services or any other nominated representative of City West Water services, at the address we will give you when you apply to connect your property.

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

9.1 In addition to any offence which you may commit under the *Water Act 1989*, 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.

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

9.3 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.

10. **Operation and Maintenance**

10.1 We will keep any sewer connection branch in repair and good working order, at our cost.

- 10.2 You must operate, maintain, repair and, if necessary, replace the connecting works, so as to ensure that they are in good working order, in accordance with any operational requirements of:
- (a) the manufacturer or supplier of any component of the connecting works; and
 - (b) any reasonable operating requirements of which we notify you.
- 10.3 You must ensure that there is a continuous supply of electricity to the grinder pump.
- 10.4 If we require you to, you must install a generator temporarily to supply electricity to the grinder pump during any interruption to the supply of electricity.
11. **Notification of failures**
- You must notify us immediately on 132642 if either:
- (a) the sewer connection branch; or
 - (b) the connecting works,
- cease to function properly.
12. **Notification of changed circumstances**
- You must notify us immediately on 132642 if:
- (a) you are unable to fulfil any of your obligations under these Conditions; or
 - (b) you alter any part of the connecting works..
13. **Discharging trade waste prohibited**
- By law you must not discharge trade waste into our sewer, or a sanitary drain connected to our sewer, unless you have separately obtained a trade waste agreement or trade waste consent from us.
14. **Amendments**
- 14.1 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.
- 14.2 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 bulk supplier of sewage transfer and treatment services; 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.
15. **Indemnity**
- 15.1 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.
- 15.2 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 amending these conditions under item 9.

15.3 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.

16. **Our 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 (or your plumber on your behalf) 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.