

Water Act 1989

Terms and Conditions for the Service of Delivering Water to Piped Water Supply Districts

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Version: 1



Terms & Conditions for Piped Water Supply Districts

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Terms & Conditions for Piped Water Supply Districts

PART 1 - PRELIMINARY

1. Authorising provision

These Terms and Conditions are made under the *Water Act 1989* for services provided under Part 8 of the Act.

2. Commencement

These Terms and Conditions are effective immediately and may be subject to change from time to time at GMW's sole discretion and without any prior notification.

3. Application

These Terms and Conditions apply to all serviced properties within GMW's East Loddon, Normanville, Mitiamo and Tungamah water supply districts (see Appendix for locality map).

These Terms and Conditions replace all previous versions and representations made by GMW and set out an approved set of consolidated Terms and Conditions for the operation of Piped Water Supply Districts. These Terms and Conditions are aligned to GMW's Customer Charter and Tariff Procedure, which are available to download from GMW's website.

Customers wishing to join the district or bring new land into the district can contact GMW on 1800 013 357 to discuss.

4. Relevant Resources

Other relevant resources that should be read in conjunction with these Terms and Conditions include:

- GMW's Customer Charter ; and
- GMW's Tariff Procedure.

All general service enquiries can be directed to 1800 013 357.

5. Definitions

- (1) In this determination -

Act means the *Water Act 1989*.

Bundled Water Entitlement Customers means water entitlements that incorporate land within the entitlement, and must stay linked to a parcel of land. Implicit in the bundled entitlement is the right to use water on the land which the entitlement is tied to. There are two bundled entitlements used by GMW, being a Take and Use Licence and a Supply agreement (Note: when regulated systems in Northern Victoria were unbundled on 1 July 2007, water rights were converted to unbundled entitlements (Water share, Water use entitlement and Delivery share).

Capacity Share means a serviced property's share of the capacity in the pipeline, defined in KL/day. The capacity share for a serviced property depends on its location and other factors (see Appendix).

Customer means the owner of the land on any serviced property within the Water Supply District.



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GMW means the Goulburn-Murray Rural Water Corporation.

Domestic and Stock has the same meaning as in the Act.

Easement means legal permission for a person or Authority to access specific areas of land e.g. for installing and maintaining water supply works. The easement is registered on the land title and remains on the title when property transfers to another.

Kilolitre (KL) means one thousand litres.

Megalitre (ML) means one million litres.

Serviced Property means contiguous lands held in identical ownership, owned by an individual or worked as one financial enterprise under an approved partnership agreement and may comprise one or more Crown Allotments.

Service Point means the place where a serviced property is authorised to take water from GMW's works. Water usage by the serviced property is recorded against each service point.

Uninhabitable Dwelling means an abandoned dwelling or uninhabitable dwelling which is not structurally sound or weatherproof.

Water Supply District means a defined district for water supply by GMW to serviced properties, primarily for domestic and stock use.

Seasonal Water Allowance means the volume of water made available to a Serviced Property in a Water Supply District for the financial year. Increases are made throughout the year and are credited to an allocation account.

Water Allowance means that part of its bulk entitlement that GMW holds to supply water to a serviced property. The water allowance for a serviced property depends on its location and other factors (see appendix).

Year means the period from 1 July to 30 June.

6. Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting these Terms and Conditions, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to -
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this determination) or agreement, or a provision of a document (including this determination) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a clause or subclause is to a clause or subclause of this determination;
 - (iv) a party to any document or agreement includes a successor-in-title, permitted substitute or permitted assign of that party;



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- (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of that person; and
- (vi) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural and vice versa.
- (c) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (d) If an example is given of anything (including a right, obligation or concept) such as by saying it includes something else, the example does not limit the scope of that thing.
- (e) A clause printed in italics is a note that summarises the effect of a provision in another document identified in that clause. It does not alter the effect of the provision to which it refers.

PART 2 – TERMS AND CONDITIONS

7. Serviced property operating requirements

- (1) Water supplied to all serviced properties must be conveyed from service points by pipe to a storage tank, which is constructed to be watertight with a level control valve and is fully enclosed.
- (2) Each service point must be piped directly into a storage tank with no en-route usage. Supply directly to a stock trough or dam is not permitted.
- (3) Serviced property plumbing standards of materials and construction must be maintained at a high standard. Non-existent, faulty or poorly designed serviced property works which result in unauthorised take and use will be subject to GMW's Unauthorised Take Policy and Procedure.
- (4) GMW will inspect all connections made to GMW's works and will not allow connection of sub-standard serviced property systems.
- (5) All Customer pipelines connecting from GMW works at the service point through to the storage tank must be of the same class of pipe as the GMW pipeline, or protected by a pressure reducing valve or a pressure relief valve.
- (6) Tanks must be located at local high points, to take advantage of gravity in distributing water across the serviced property.
- (7) Suitable float control valves must be used on all storage tanks and stock troughs to ensure that overflow does not take place.
- (8) The storage tank inlet must be at the top of the tank and the outlet at the base. To prevent back flows, a float control valve must be fitted to all storage tanks and adjusted to provide a 50mm minimum air break between the inlet and maximum water level.
- (9) All storage tanks must include a dedicated CFA approved connection point (63mm). Minimum tank size is 9000 litres.



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- (10) Tanks must be sized to meet four days operational requirements. Storage tanks must also be utilised during maintenance periods on the pipelines and/or pump station.
- (11) For serviced properties where there is more than one habitable house four days storage is required for each house.
- (12) All works installed beyond the service point are at the Customer's cost.
- (13) The Customer is responsible for maintenance and replacement of works beyond the service point.
- (14) All service points will be metered to measure volumes supplied to each serviced property.
- (15) Customers are required to report all meter faults immediately to GMW.
- (16) Customers may be required to enter meter reads from time to time at the request of GMW.
- (17) Customers are required to cover their meters in the winter months to reduce the risk of frost damage to the pipe and/or meter which can cause the pipe to burst, in turn causing a leak.
- (18) Customers must not remove strainers as the removal of strainers can cause blockages in the meter and pressure valve reducing the water flow and pressure to your property (see Appendix 5 for images of a strainer).
- (19) Customers must clean strainers on a regular basis or as required to remove any blockages or build-up of debris. Strainers must be cleaned without being removed from the meter (see Appendix 5 for images of a strainer).

8. Maintenance & Outage Periods – Planned & Unplanned

- (1) Unplanned maintenance periods of up to 4 days may be initiated by GMW without notice.
- (2) Where possible, Customers will be given 5 days' notice for planned maintenance activities that are in excess of four days duration.
- (3) Should a longer maintenance period be required, customers will be notified via text message, digital media or mail.
- (4) Outage periods can occur from time to time without prior notice which may also cause an interruption to service.
- (5) Storage tanks must be utilised during maintenance and outage periods.

9. Water Quality

- (1) GMW does not guarantee water quality, as no treatment of the water occurs between the supply reservoir and the serviced property tank.



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- (2) Water supplied by the pipeline is not fit for any use that may involve human consumption, directly or indirectly.

10. Provisions for Fire Fighting

- (1) Tanks drawn down for firefighting will re-fill at the same rate as for normal consumption.
- (2) Meter readings may include water used by the Country Fire Authority (CFA) or any other agency for firefighting, and any such use will comprise use by the serviced property.

11. Water Meters

- (1) All serviced properties will be provided with a separate (metered) supply.
- (2) Water meters will be read once a year.
- (3) Meters will be located on the serviced property boundary at the service point.
- (4) GMW requires all Customers to provide safe access to water meters so that they can be read and maintained.
- (5) Should a Customer require a meter accuracy test, this may be conducted at the Customer's cost. If the meter is found to be reading greater than a 5% error, GMW may replace it and refund the cost of the test.
- (6) Each meter must be identified with a marker post and service point number to assist staff with the administration of the system. This will also help with locations when Customers report meter faults and leaks.
- (7) No heavy objects are to be placed over the meter which may present a hazard for GMW employees.
- (8) Electric fences must not be set up in a way that prevents safe access to the meter by GMW employees.

12. Former GMW Assets

- (1) Any works undertaken or to be undertaken by GMW to remove all or part of any asset, including but not limited to channels, or to transfer all or part of that asset will have the effect of removing that asset from service and will consequently remove any obligation for GMW to maintain that asset or to provide any service to that property in connection with that asset.

13. Seasonal Water Allowances

- (1) Increased water availability for a water district Customer throughout the season will be credited to an allocation account. The balance of an allocation account is the amount of water available for the current season.
- (2) Serviced properties in water supply districts are not entitled to carryover unused water from one season to the next.
- (3) Seasonal Water Allowances will be reset to zero prior to the commencement of the year.
- (4) All Customers are responsible for managing their use against their seasonal water allowance.

14. Commercial Use - 50ML tank storage exemption

- (1) Customers with water allowance in excess of 50ML are exempt from tank based storage requirements.

15. Minimum requirements for Capacity Share and Water Allowance

- (1) Each serviced property must meet the water supply district's minimum requirements for capacity share and water allowance (see Appendix 4).
- (2) GMW may at its sole discretion alter a serviced property's capacity share and/or commensurate water allowance if the minimum requirements have not been met, and the alteration can occur without impact on other serviced properties.

16. Increasing Capacity Share other than by transfer

- (1) Customers seeking to increase their serviced property's capacity share and commensurate water allowance must:
 - (a) Ensure there is sufficient GMW pipeline capacity to do so;
 - (b) Submit the required forms to GMW for approval;
 - (c) Pay the applicable fees and/or charges and all ongoing fees and charges;
 - (d) Agree that additional capacity share must be sourced from GMW with the commensurate water allowance being purchased at current market rate from GMW, with the price determined by the median Victorian Water Register records for the relevant trading zone for the current year; and
 - (e) If GMW does not have water allowance available for purchase the commensurate water allowance must be purchased as water shares from the water market and transferred to GMW. The commensurate water allowance volume will be determined in accordance with Appendix 4.

17. Decreasing Capacity Share

- (1) Customers seeking to decrease their serviced property's capacity share and commensurate water allowance must ensure:
 - (a) minimum house and stock requirements are retained (see Appendix); and
 - (b) equivalent capacity share and commensurate water allowance is transferred to another serviced property.
- (2) Customers may decrease their serviced property's capacity share and commensurate water allowance related to a derelict dwelling through transfer to another serviced property, if GMW is satisfied the dwelling is derelict..

18. Cancellation of Capacity Share

- (1) Customers are not permitted to cancel capacity share and commensurate water allowance or withdraw from the water supply district.

19. Transfer of Water Allowance

- (1) Temporary transfer of water allowance is not permitted.
- (2) Permanent transfer of Water Allowance is only permitted if commensurate capacity share is also transferred to the same serviced property
- (3) Permanent transfer will subject to assessment that there is sufficient capacity in the network to support the transfer without impacts for other serviced properties.

20. Additional Service Points

- (1) Customers can apply and pay the associated application fee to install additional service points, at their own cost.
- (2) A deposit may be requested prior to commencement of works by GMW.
- (3) Each service point will vary in cost depending on the location and complexity of the installation.
- (4) All requests for additional service points will be assessed through the EPANet hydraulic model and if directly adjoining the pipeline may be considered to join providing no adverse impact on existing customer level of service.

21. Amalgamation

- (1) Amalgamation of Water Supply District serviced properties is permitted providing GMW's criteria are met.
- (2) Application fees will apply for all amalgamation applications.



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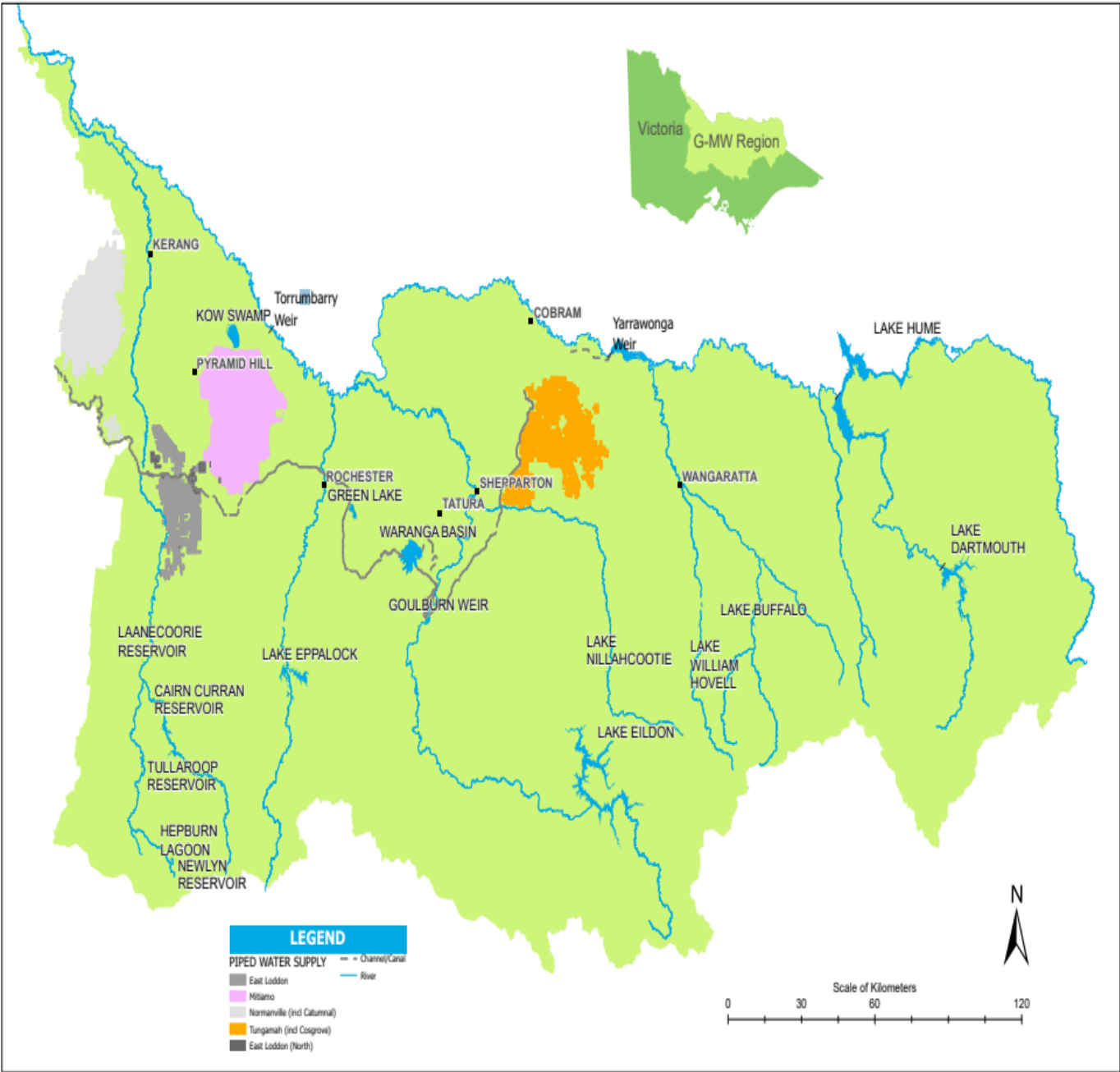
- (3) A Statutory Declaration must be submitted as part of the application process where all of the land titles are not owned by the same parties, declaring that all serviced properties are owned and operated as a single farming and financial enterprise.

22. Subdivision

- (1) Customers may apply to subdivide a serviced property. GMW fees will apply for all subdivision applications.
- (2) Customers must allocate the minimum stock and house requirements for capacity share and water allowance to each part of the subdivision (refer to Appendix).
- (3) Any capacity share/water allowance in excess of the minimum can be allocated at the discretion of the applicant, pending pipeline capacity availability.
- (4) Any additional service points, infrastructure upgrades or pipeline extension required as a result of a subdivision will be borne at the subdivider's cost.
- (5) Provision of easements (private or GMW) will be the subdivider's responsibility and at their cost.
- (6) There are to be no unserved parcels of land as a result of a subdivision.
- (7) All serviced properties must be serviced by a separate service point.

APPENDIX 1

Map of geographic location



APPENDIX 2

Storage Tank Volume Estimator

Based on capacity share and the need to provide for four days storage on farm, the following indicative sizes should be used for tanks.

Capacity Share (kL/day)	4 Day Storage Requirement (Litres)	Standard Tank Required (Litres)
0 – 1.125	0 – 4,500	4,500
1.125 – 2.25	4,500 – 9,000	9,000
2.25 – 3.375	9,000 – 13,500	13,500
3.375 – 6.75	13,500 – 27,000	27,000
6.75 – 11	27,000 – 44,000	44,000
Over 11	44,000 and greater	54,000

For example, if the capacity share is 9.2kL/day, you will need to provide AT LEAST 36,800 litres of storage. The nearest standard tank size that meets this requirement is 44,000 litres.

There is no restriction on installing tanks that provide greater security by holding more than four days of storage. Multiple tanks may offer flexibility in your operation.

APPENDIX 3

Reading the Meter

The meters used in water supply districts measure litres (all numbers) or kilolitres (white numbers only) delivered.

This is converted to megalitres (ML) when entered into the billing system.

1 megalitre (1 ML) = 1,000 kilolitres (KI) = 1,000,000 litres (l)

For example, the following meter shows 4,970,934 litres has been delivered (i.e. 4,970 KI).



The number that will be recorded from this meter for billing is 4.97 ML.

APPENDIX 4

Serviced Property Capacity Share and Water Allowance Minimum Requirements

The minimum capacity share and water allowance for each serviced property is determined as follows:

Capacity Share	East Loddon	Mitiamo	Normanville		Tungamah
			Normanville part	Catumnal part	
Stock (L/ha/day)	13.7	13.7	11.2	13.7	22.4
Domestic (L/house/day)	7000	7000	7000	7000	6000
Other	Various (by agreement with GMW)				

Water Allowance	East Loddon	Mitiamo	Normanville		Tungamah
			Normanville part	Catumnal part	
Stock (ML/ha/year)	0.00302	0.00302	0.00247	0.00302	0.00494
Domestic (ML/house/year)	1.73	1.73	1.73	1.73	1.66
Other	Various (by agreement with GMW)				

APPENDIX 5

As debris can build up over time, strainers must be checked regularly and cleaned. Strainers are located just before the meter. A dirty strainer can seriously affect pressure levels received at your property.



