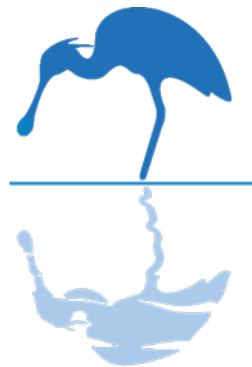


OFFICIAL



**Gippsland
Water**

Metered Standpipe Agreement Application 2023 - 2028

OFFICIAL

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TERMS AND CONDITIONS OF PROVISION OF A PORTABLE METERED STANDPIPE TO TAKE WATER FROM GIPPSLAND WATER'S WATER MAINS

1 GENERAL

- 1.1** This Agreement is for a period from the date of collection of the Standpipe to 30 June 2028.
- 1.2** At the end of the Agreement period the Standpipe shall be returned and the account finalised.
- 1.3** A new application can be made after the cessation of the Agreement.
- 1.4** The terms and conditions of this Agreement may be varied at any time following reasonable written notice to the Customer, given to the Nominated Responsible Person or communicated to the Customer's address, fax number or email address provided to Gippsland Water by the Customer from time to time or as requested.

2 DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

"Customer" means the person (including a body corporate, whether or not incorporated, partnership or trust) to which this application applies.

"Gippsland Water" means Central Gippsland Region Water Corporation established under the *Water Act 1989*.

"Standpipe" means a portable standpipe (including a portable meter) hired to the Customer by Gippsland Water.

"Main or Mains" has the same meaning as water main as defined in the *Water (Estimation, Supply and Sewerage) Regulations 2014*.

"Nominated Responsible Person" means the person nominated by the Customer as the Responsible Person in the application form or by written notice to Gippsland Water.

"Designated Hydrant" means the designated point or points notified by Gippsland Water to the Customer from time to time as constituting the point the Customer can access the Gippsland Water Main.

"Backflow Prevention Device" refers to the installation of a mandatory, and compliant device that will prevent water flow back into the source of water extraction – see Attachment 5: Backflow Prevention Containment Policy.

2.2 INTERPRETATION

2.2.1 In this Agreement:

- a) A reference to a person includes a reference to a body (incorporated or unincorporated), partnership, or trust; and
- b) A reference to an Act or Regulation includes any amending or substituting instrument, and any subordinate legislation or statutory instrument under it.

- 2.2.2 If this Agreement provides for Gippsland Water to determine a matter, Gippsland Water may determine that matter in its absolute discretion from time to time.
- 2.2.3 A reference in this Agreement to Gippsland Water Metered Standpipe Terms and Conditions is a reference to these conditions as varied or renamed from time to time.

3 ACCESS TO METERED STANDPIPE AND WATER

- 3.1 Gippsland Water consents to the Customer accessing water from a Designated Hydrant using the Standpipe.
- 3.2 The Standpipe remains the property of Gippsland Water at all times.
- 3.3 The Standpipe is for temporary short term connection to Gippsland Water's Mains only.
- 3.4 The Standpipe shall not be used to supply drinking water to a property or for connection to provide a temporary service.
- 3.5 Ownership in relation to the water shall pass to the Customer, at the Designated Hydrant when the water is transferred to the Customer through the Standpipe, regardless of whether payment has yet been made for the particular quantity supplied.
- 3.6 Gippsland Water does not guarantee the quality of the water once the water leaves the Designated Hydrant.
- 3.7 All extraction must have a compliant Backflow Prevention Device installed, and must supply a copy of the test report for the device every 12 months.

See also Attachment 5 Backflow Prevention Containment Policy.

4 SECURITY DEPOSIT, FEES AND CHARGES

- 4.1 The Customer must pay a security deposit determined by Gippsland Water prior to the issue of the Standpipe.
- 4.2 Gippsland Water may apply the security deposit to offset any liability of the Customer to Gippsland Water in respect of the hire of the Standpipe or the supply of water.
- 4.3 To the extent that it is not so applied, Gippsland Water will refund the deposit on the return of the Standpipe in good order, subject to fair wear and tear, after deducting any amount for water used.
- 4.4 The Customer must pay Gippsland Water the following fees and charges in respect to the hire of a Standpipe as approved by the Essential Services Commission from time to time:
- a) An annual fee payable in advance in respect to each year, or part of a year, during which the Customer hires the Standpipe; and any other fee applicable to the hire or repair of the Standpipe;
 - b) Water volume consumption charge based on the monthly meter reading submitted by the Customer.

The charge determined by the value of the quantity extracted multiplied by the water volume consumption fee;
 - c) Cost of repair or replacement of the Standpipe if damaged.

4.5 Fees and charges shall be fixed each year for the period 1 July to 30 June.

All fees and charges will be reviewed by Gippsland Water on an annual basis.

Any adjustments to fees and charges will be communicated to all Customers once they are approved.

Refer to Attachment 1 for a summary of the fees and charges.

4.6 Gippsland Water will issue invoices.

The Customer will pay Gippsland Water the value of the invoice within 30 days of the issue of the invoice.

Failure to pay invoices will be considered a breach of this agreement and may cause Gippsland Water to initiate debt recovery processes.

5 AUTHORISED USE

5.1 Provided all required fees and charges are paid in relation to the use of the Standpipe and for water supplied by means of the Standpipe, the Customer is entitled to hold and use the Standpipe in accordance with these terms and conditions until the end of the agreement period or earlier termination of this Agreement.

5.2 The Customer:

5.2.1 Must only use the Standpipe supplied by Gippsland Water;

5.2.2 Must ensure that the Standpipe is only used by the Customer or an employee of the Customer;

5.2.3 Must secure the Standpipe so that it is not subject to unauthorised use;

5.2.4 Must not leave the Standpipe unattended while it is connected to the Mains;

5.2.5 Is liable for any unauthorised use of the Standpipe and for any water taken through the Standpipe in the course of such unauthorised use;

5.2.6 Is liable for any fees, charges or penalties imposed by Gippsland Water regardless of whether the Customer is contracted, sub-contracted, employed or engaged by a third part; and

5.2.7 Must not:

a) Hire, loan or provide the Standpipe to a third party; or

b) Remove or allow a Standpipe to be removed from Gippsland Water's area of operation for a period of time greater than 12 months.

5.3 The taking and use of water by means of the Standpipe may be subject to water use restrictions imposed by Gippsland Water from time to time.

Customers must comply with all such restrictions in force at the time the water is taken through the Standpipe.

5.4 Use of an un-metered Standpipe or a Standpipe not supplied by Gippsland Water is an offence under the *Water Act 1989* and will be viewed as a breach of this Agreement and may result in an immediate termination of this Agreement.

5.5 The Customer is responsible for compliance with the requirements of the *Food Act 1984*.
Evidence of compliance must be available on request.

Reference should be made to the requirements of private drinking water carters operating in Victoria on the Vic Health website:

(<https://www2.health.vic.gov.au/public-health/food-safety/food-businesses/starting-a-food-business/food-trucks-vans-and-market-stalls/private-drinking-water-carters>).

6 DESIGNATED HYDRANT

6.1 The Customer must only attach a Standpipe to the Main at an agreed Designated Hydrant.
The Customer may only draw water from a Designated Hydrant and from no other point.

6.2 Gippsland Water may direct the Customer regarding the Designated Hydrant that may be used or must not be used for taking water by means of the Standpipe.

6.3 The Customer must comply with any directions given by Gippsland Water regarding the use of the Designated Hydrant.

6.4 When a Standpipe is intended to be connected to the Mains the Customer must contact Gippsland Water prior to taking water to confirm the Designated Hydrant and will comply with any directions given by Gippsland Water and will also provide to Gippsland Water the following particulars as requested:

6.4.1 Customer's name (Person or Company);

6.4.2 Log Book Reference number;

6.4.3 Location water is being taken from (Town/Designated Hydrant);

6.4.5 Expected number of loads;

6.4.6 Volume of water per load (litres);

6.4.7 Location of delivery;

6.4.8 Purpose for water (domestic/stock/roadworks).

6.5 Gippsland Water Contact numbers are as follows:

<u>Weekdays:</u>		<u>Weekends and Public Holidays:</u>
8 AM to 6 PM	(03) 5177 4826	8 AM to 8 PM 1800 057 057
6 PM to 8 AM	1800 057 057	

- 6.6** Gippsland Water may request an explanation as to the intended use of the water. Gippsland Water reserves the right to deny access if it is deemed the use of the water is inappropriate and/or not consistent with current water restrictions.
- 6.7** Customers found using non-designated points particularly fire service facilities, may have the Agreement terminated and lose their right to obtain water from any Gippsland Water Mains.
- 6.8** Gippsland Water may, in accordance with the *Water Act 1989*, impose water restrictions on any of its water supply systems due to:
- 6.8.1 Shortage of water;
 - 6.8.2 Another unavoidable cause; or
 - 6.8.3 Repairs.
- 6.9** In the case of such restrictions, to ensure continuity of supply, Customers may be required to:
- 6.9.1 Cease extraction of water from any of the Mains at any time, as instructed by Gippsland Water;
 - 6.9.2 Return Standpipes to Gippsland Water (in which case security deposits will be refunded).
- 6.10** The Customer shall ensure that the Standpipe is operated appropriately at all times, and will undertake to do all things necessary to ensure that there is no wastage of water when operating the Standpipe.
- 6.11** It is the Customer's responsibility to ensure any mess, spillage or damage as a result of using the Standpipe is appropriately reported and actioned with the site left in a safe condition prior to the Customer leaving.
- 6.12** If at any time the Customer becomes aware of an incident which may involve a contamination of the water supply, the Customer must immediately contact Gippsland Water (Manager Field Services) on 1800 057 057.
- 6.13** Gippsland Water reserves the right to pass on the Customer's contact information to the Department of Energy Environment and Climate Action during times of emergency.

7 CARE OF STANDPIPE

- 7.1** The Customer must:
- 7.1.1 Attend any instructional courses in the operation of the Standpipe deemed necessary by Gippsland Water;
 - 7.1.2 Comply with Gippsland Water's instructions about the care and use of the Standpipe as issued by Gippsland Water from time to time;
 - 7.1.3 Ensure that any person operating a Standpipe is aware of those instructions and is properly trained and competent to use the Standpipe;
 - 7.1.4 Immediately notify Gippsland Water if a Standpipe is damaged or if the meter ceases to function properly or becomes unreadable;
 - 7.1.5 If a Standpipe is stolen, immediately:
 - a) Report the theft to the Victoria Police; and

- b) Advise Gippsland Water in writing of the theft and the police report file number;
- 7.1.6 If a Standpipe is lost, immediately advise Gippsland Water in writing and provide details of where and when the meter was last used; and
- 7.1.7 Not tamper with, repair, change, and paint, alter or modify a Standpipe in any way.
- 7.2 The Customer is responsible for the cost of replacement or repair of the Standpipe (except to the extent that the need for repair or replacement results from normal wear and tear).
The cost of repairs will be based on the actual cost incurred by Gippsland Water for carrying out the repairs.
- 7.3 It is an offence under the *Water Act 1989* to interfere with any Standpipe owned by Gippsland Water and penalties apply.

8 INSPECTION OF STANDPIPE AND DETERMINATION OF VOLUME OF SUPPLY

- 8.1 Gippsland Water will issue the Customer with a log book to record the water consumption of each load taken from Gippsland Water's Mains.
The Customer must record all water extracted from Gippsland Water's Mains in the log book provided.
Refer to Attachments 3 and 4 for assistance in completing the log book and reading the meter.
- 8.2 Meter reads can also be submitted via Gippsland Water's website at:
[Metered Standpipe Program - Gippsland Water - Victorian Regional Water Corporation \(gippswater.com.au\)](http://gippswater.com.au)
- 8.3 The Customer must:
 - 8.3.1 By the 15th day of every month provide Gippsland Water with the **previous month log book entries** (this can be supported by a photograph of the meter taken on the 15th day; and
 - 8.3.2 On the termination of the hire of a meter provide Gippsland Water with the previous month log book entries together with the final meter reading (including unchanged entries).
- 8.4 Failure to provide log book entries will initiate a reminder letter.
After one reminder letter Gippsland Water will set an estimated water use pursuant to clause 8, if log book entries are not provided.
Three reminder letters will be viewed as a breach of the Agreement.
- 8.5 The Customer must on the termination of the Agreement or at any other time on request by Gippsland Water present the Standpipe at a location nominated by Gippsland Water for Gippsland Water's inspection.
Failure to present a Standpipe will be a breach of this Agreement.
- 8.6 Gippsland Water may inspect or audit the Standpipe and Tanker at any time.

The audit will check log book records, evidence of compliance with the transport of drinking water, meter damage, maintenance requirements, meter calibration and other compliance requirements associated with this Agreement.

- 8.7** In order to facilitate the audit the Customer may be required to attend Gippsland Water's head office at 55 Hazelwood Road, Traralgon with the Standpipes and associated plant and equipment including the Tanker.
- 8.9** The volume of water supplied to the Customer during a period will be estimated by Gippsland Water if:
- 8.9.1 For whatever reason the Customer fails to provide a meter reading as required under clause 8;
 - 8.9.2 The meter is broken or unreadable; or
 - 8.9.3 For any other reason Gippsland Water does not consider that the meter reasonably reflects the volume of water supplied to the Customer.
- 8.10** Where possible the estimated water usage will be based on previous usage recorded by the Standpipe, however if a usage record does not exist for the Standpipe an average based on the volume used by all Gippsland Water Standpipes will be used.

9 PAYMENT FOR WATER

The Customer must pay by the due date of each account for water at the rate determined by the Essential Services Commission in respect of the volume of water determined in accordance with the meter reading or determined in accordance with clause 8.

10 TERMINATION OF AGREEMENT

- 10.1** The Customer may terminate the agreement, by returning the Standpipe to Gippsland Water and paying all charges due under the agreement.
- 10.2** Failure to comply with the Agreement will be viewed as a breach and could result in termination.
- 10.3** Gippsland Water may terminate this Agreement with immediate effect, if in the opinion of Gippsland Water, the Customer has failed to abide by the terms of this Agreement or the *Water Act 1989* or directions imposed by Gippsland Water.
- 10.4** Gippsland Water may without cause on three months' notice to a Customer terminate an Agreement and the Customer must return the Standpipe.
- 10.5** Gippsland Water may terminate this Agreement with immediate effect due to a shortage of water or another unavoidable cause, or due to repairs to its water supply systems or due to a breach of this Agreement, and the Customer must return the Standpipe.
- 10.6** Before Gippsland Water may exercise a right of termination for breach of the Agreement, Gippsland Water must give the Customer a written notice setting out the grounds for the proposed termination and state that the Customer has five business days to show cause as to why Gippsland Water should not terminate the Agreement ("the Notice").
- 10.6.1 If the Customer does not respond to the Notice Gippsland Water shall be immediately entitled to terminate the Agreement and confiscate the Standpipe.

10.6.2 If the Customer responds to the Notice Gippsland Water must consider the response and provide its determination.

10.6.3 Gippsland Water can determine to proceed with the Agreement on such further terms as it requires or terminate the Agreement.

10.6.4 If Gippsland Water determines to terminate the Agreement Gippsland Water shall be immediately entitled to terminate the Agreement and confiscate the Standpipe.

10.7 Any dispute between the Customer and Gippsland Water will be mediated by a mediator.

The mediator will be an independent agency agreed between the parties.

A party may not commence proceedings relating to the dispute in any court or tribunal unless it has complied with this clause.

10.8 Reissue of the Standpipe following termination for a breach of the Agreement or the *Water Act 1989* will be at Gippsland Water's discretion.

10.9 Following removal or return of a Standpipe, the Customer will be liable to pay all outstanding fees.

Once the account has been finalised, the Customer may make an application for a new Standpipe.

10.10 Gippsland Water reserves the right to recover outstanding fees, charges or damages from the security deposit.

11 RETURN OF STANDPIPE

11.1 The Customer must return the Standpipe to a location nominated by Gippsland Water immediately if:

11.1.1 The Customer ceases to trade; or

11.1.2 The Customer changes its trading name; or

11.1.3 The Customer becomes insolvent; or

11.1.4 The Standpipe is no longer required.

11.2 This Agreement cannot be transferred by the Customer to any other person or entity during the term of the Agreement.

In the case of a sale of the Customer's business it shall be the responsibility of the new owner to apply to Gippsland Water for a new agreement.

12 WATER TANKERS

12.1 The Customer may only use the Tankers nominated in the Application.

12.2 The Tankers must be suitable for the purpose of transporting drinking water and must not be used for any other purpose.

12.3 The Customers shall be responsible for the maintenance of the Tankers to a condition suitable for the transport and delivery of drinking water pursuant to the "Guidelines for drinking (potable) water transport in Victoria", developed by the Department of Human Services.

- 12.4** The Customer shall ensure all Tankers and equipment comply with all regulations and laws set by the relevant regulatory agencies at all times.

This extends to all trailers and mobile plant that may be towed or attached to the Tanker.

- 12.5** Gippsland Water reserves the right to refer persons expressing interest in water transportation to VicRoads and/or an accredited member of the Vehicle Assessment Signatory Scheme, for an independent assessment of the vehicle's ability and suitability to safely transport water.

Any of the costs associated with vehicle assessments will be at the expense of the Customer.

- 12.6** The Tanker must be made available for compliance inspection at any time and place on request by Gippsland Water.

- 12.7** The Customer must comply with Standards Australia Code AS/NZS 3500 for plumbing and drainage as amended from time to time, in particular provision of:

12.7.1 A physical air gap for backflow prevention (refer to Attachment 2); or

12.7.2 A mechanical backflow prevention device (refer to Attachment 2).

- 12.8** Audits of Tankers can be requested by contacting Gippsland Water.

- 12.9** The Customer shall provide Gippsland Water with details of any quality testing or compliance documentation relating to the transport of water as directed by Gippsland Water.

13 OCCUPATIONAL HEALTH AND SAFETY

- 13.1** It is the Customer's responsibility to become familiar with the provision of the current Occupational Health and Safety legislation, and Codes of Practice.

- 13.2** Compliance with the Occupational Health and Safety legislation and adherence to work practices in accordance with the relevant Codes of Practice is the duty of the Customer.

14 RELEASE, INDEMNITY AND INSURANCE

- 14.1** The Customer releases Gippsland Water from, and indemnifies Gippsland Water against, any loss, cost or liability arising in tort (including negligence), contract or otherwise, out of or in relation to:

14.1.1 Gippsland Water's supply, or failure to supply water;

14.1.2 The supply of water by the Customer to an end user;

14.1.3 The quality of water supplied by Gippsland Water to the Customer;

14.1.4 Any breach of obligations under this Agreement;

14.1.5 Damage (accidental or otherwise) caused to the Mains, Designated Hydrant or other property;

14.1.6 Disruption to the water infrastructure by use of the Standpipe

14.1.7 Decreased water quality;

14.1.8 Business loss and or consequential losses;

14.1.9 Any disruption to water supply the Customer may cause;

14.1.10 Any claims persons concerning property damage, injury or death resulting from any act or omission on the part of the Customer;

14.1.11 Any other claims which may arise out of the grant of this application including, without limitation, if the loss, cost or liability arises out of property damage or personal injury (including death).

14.2 The Customer must take out prior to the commencement of the Agreement, and maintain throughout the term of the Agreement, a Public and Products Liability Policy of insurance covering all liability to third parties for personal injury, death, property damage and resulting economic loss arising out of the carrying out or attempted carrying out of, or failure to carry out, any of the Customer's obligations under this Agreement.

14.3 The insurance policy must, in respect of public liability, be for an amount not less than \$20,000,000 for any one event and unlimited in the aggregate and, in respect of products liability, be for an amount of not less than \$20,000,000 for any one event and in the aggregate with regard to the number of events in any 12 month period.

14.4 The Customer must on request by Gippsland Water promptly provide Gippsland Water with proof of its compliance with its obligations under this clause.

15 ENTIRE AGREEMENT AND VARIATION

15.1 This agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Customer and Gippsland Water with respect to the subject matter of this Agreement.

15.2 No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless in writing and signed by the Customer and accepted by Gippsland Water.

16 SEVERANCE

Each provision of the Agreement, and each part thereof shall, unless the context requires otherwise, be read and construed as a separate or severable provision, or as a separate and severable part thereof, so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision, or part thereof, as the case may be, shall be severed and the remainder shall be read and construed as if the severable provision or part thereof, had never existed.

17 TRANSFER

The Customer must not transfer its rights under this Agreement without Gippsland Water's written consent.

18 WAIVER

18.1 A waiver of any provision, power or right of this Agreement must only be in writing signed by the party to be bound by the waiver.

- 18.2 A waiver by a party of a right under a provision of this Agreement does not operate as a waiver of a subsequent right under that provision or a waiver of another provision of this Agreement.
- 18.3 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single or partial exercise of a power or right preclude any other or further exercise of that or any other power or right.

19 CONFIDENTIALITY

- 19.1 The Customer shall not disclose or permit the disclosure of any information relating to this Agreement except:
- 19.1.1 Where otherwise permitted under this Agreement;
 - 19.1.2 Where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - 19.1.3 Where the disclosure is required by law.
- 19.2 Clause 19 shall survive the termination of this Agreement.

20 CONSTRUCTION OF THIS AGREEMENT

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and is legally binding on the Customer and Gippsland Water.

The Customer acknowledges that they have read these conditions and having signed the Application indicates an acceptance and proof of their understanding of the conditions and obligations.

21 APPLICATION PROCESS

- 21.1 To become a Customer under the metered standpipe program, the following process must be followed:
- 21.1.1 Gippsland Water contacted by Customer, requesting to join the metered standpipe program by completing an application online at:
[Metered Stand pipe Program - Gippsland Water - Victorian Regional Water Corporation \(gippswater.com.au\):](https://www.gippswater.com.au/commercial/general-information/metered-standpipe)
[\(https://www.gippswater.com.au/commercial/general-information/metered-standpipe\)](https://www.gippswater.com.au/commercial/general-information/metered-standpipe)
 - 21.1.2 Applicant submits the completed and executed Application Form to Gippsland Water for consideration.
 - 21.1.3 Upon approval of application form, the customer will receive by reply email:
 - a) An account number will be provided, in order to pay the fees due;
 - b) Details of the costs, including the cost of water charges per kilolitre, the security deposit and the annual fee;
 - c) A copy of the metered standpipe agreement (terms and conditions) - also available on the application web page.
- 21.2.1 The customer is then required to:

- a) Pay a security deposit for the metered standpipe;
- b) Pay the required annual fee;
- c) Provide proof of payment receipt online at:

[Payments \(gippswater.com.au\);](https://my.gippswater.com.au/Billing/MakePayment/MakePayment)
(<https://my.gippswater.com.au/Billing/MakePayment/MakePayment>)

21.3.1 When the security deposit and annual fee have been paid and the applicant has emailed Gippsland Water a copy of the receipt, the following will be emailed to the customer:

- a) Standpipe Maps;
- b) Metered Standpipe Operating Procedure;

21.3.4 Gippsland Water will arranged for the customer to be supplied:

- a) A 65 mm Standpipe;
- b) A log book, to record each load of water drawn from Gippsland Water's Mains.

21.2 Continued subscription to the program is contingent on the required annual fee being paid in full each year and compliance with the Agreement.

ATTACHMENT 1 – SUMMARY OF FEES AND CHARGES

Fees and charges for domestic water use have been approved by the Essential Services Commission (ESC) for a five (5) year period (2023-2028) as part of the ESC's 2023 Water Price Review.

The fees and tariffs for the following financial year will be approved by the ESC during the fourth quarter (April to June) each year.

Any annual adjustments to fees and charges will be communicated to Customers once they are approved by the ESC.

2024/2025 Annual Fee	\$174.61 per year
Water Volume Consumption Rate	\$5.7632 per kL
Security Deposit (refundable)	\$500.00 per metered Standpipe
Damage/Loss of Standpipe	\$ at cost

Pro Rata Annual Fee

For new Agreements that only cover part of the financial year, the annual fee will be charged pro rata to coincide with the period ending 30th June.

The table below outlines what percentage of the annual fee will be charged for each month.

Month of Joining	% of Annual Fee
July	100%
August	91.7%
September	83.3%

October	75.0%
November	66.7%
December	58.3%
January	50.0%
February	41.7%
March	33.3%
April	25.0%
May	16.7%
June	8.3%

Table 1: Annual Fee Monthly Charges

ATTACHMENT 2 – EXAMPLES OF BACKFLOW PREVENTION REQUIREMENTS

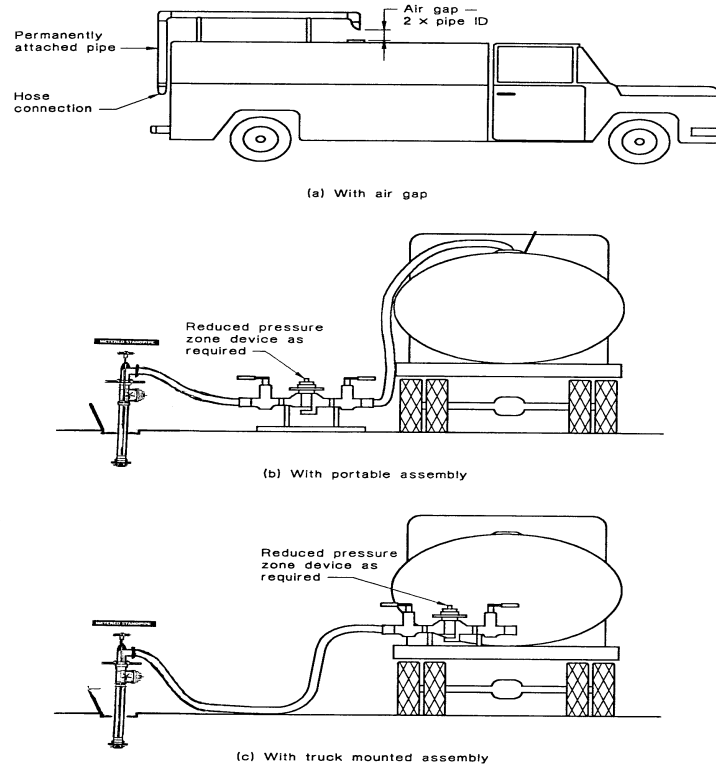


Figure 1: Backflow Prevention Diagram

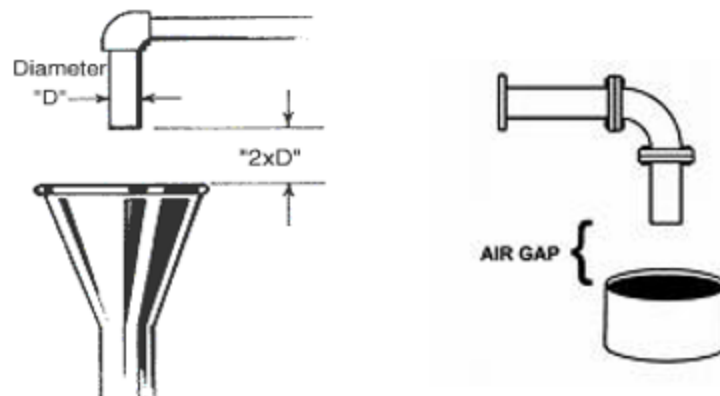


Figure 2: - Air Gap Example

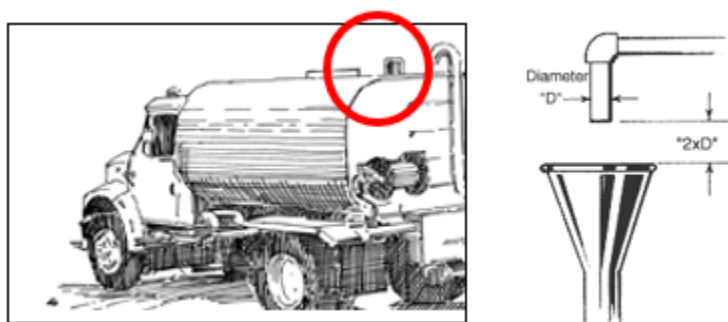


Figure 3: - Air Gap Example

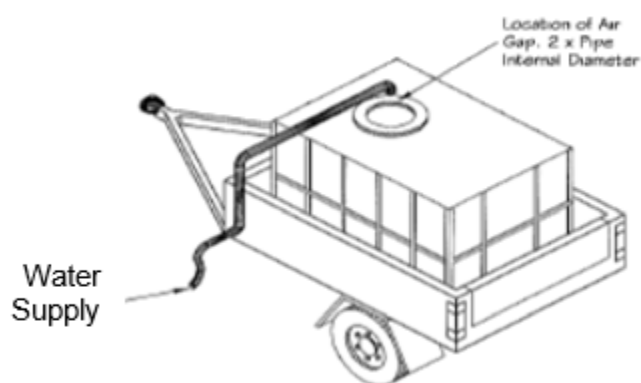


Figure 4: - Air Gap Example



Figure 5: - Double Check Valves



Figure 6: - Reduced Pressure Zone Device

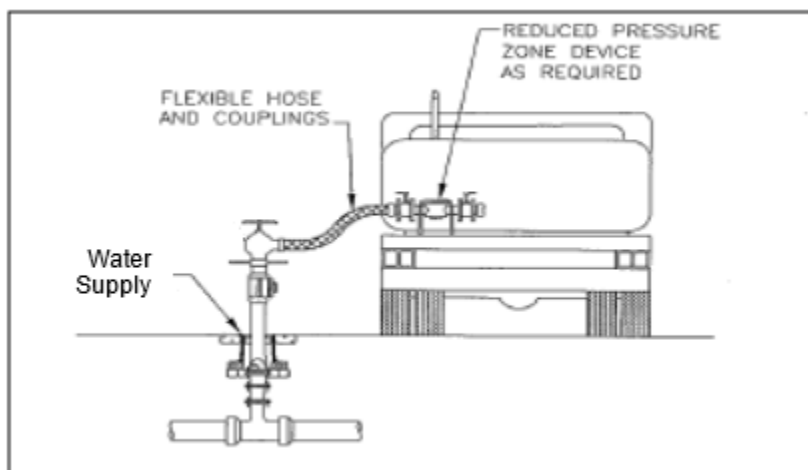



Figure 7: - RPZ

- Building Act 1993;
- PLUMBING REGULATIONS 2008;
- AS/NZS 3500.1: 2003;
- Refer to Appendix 5 Backflow Prevention Containment Policy.

ATTACHMENT 3 – EXAMPLE METERED STANDPIPE LOG BOOK



WATER CARTAGE CONTRACTORS
65mm METERED HYDRANT PROGRAM
LOG BOOK SHEET

WHITE: Office Copy
 BLUE: Book Copy
17004

NAME OF CONTRACTOR: ABC WATER CARTING

METERED HYDRANT No.: 100 METER READING CARRIED OVER: 000520 X10 kL

DESIGNATED FIREPLUG LOCATION	DATE	TIME	DELIVERY ADDRESS	METER READING	NAME OF DRIVER
EASTERN RD	10/11/09	11:10AM	5 SMITH ST TRARALGON	000522	J. SMITH

CONTRACTOR'S SIGNATURE: [Signature] DATE: 1/12/2009

S:\Technical Services\Field Contracts Group\Metered Hydrant Program\Log Book

Figure 2: Sample log Book Sheet

When filling in log book sheets please read and enter the six (6) digit numbers on the meter dial and if the meter is using "x10" scale, please circle that next to the Meter Reading Carried Over.

If the meter is not using "x10" scale, please cross out "x10" on the log book sheet.

This will enable Gippsland Water's Revenue workgroup to more accurately invoice water usage.

Refer to Attachment 4 – Reading the Meter.

Meter reads can also be submitted via Gippsland Water's website at:

[Metered Standpipe Program - Gippsland Water - Victorian Regional Water Corporation \(gippswater.com.au\)](http://gippswater.com.au)

ATTACHMENT 4 – READING THE METER

Each meter on a metered Standpipe may use one kilolitre (1,000 litres) or 10 kilolitre (10,000 litres) meter cycle.

If a meter shows “x 10” next to the meter reading, each number that ticks over is equivalent to 10 kilolitres, or 10,000 litres.

If the meter shows no reference to ‘x 10’ then each number that ticks over is equivalent to one kilolitre, or 1,000 litres (L).

Please note that one m³ of water is also one kL of water, or 1,000 litres;

- The dial for the 65 mm Standpipe shown below in Figure 3 has provision for six digits, the numbers representing tens of cubic metres (m³) or kilolitres (kL).
- From the digits in the example, the reading is 420.7 x 10 m³ (kL) or 4,207,000 litres;
- There are also three clock dials;
- One dial being black (which must be read) and two red;
- **The two red dials do not have to be read.**
- Therefore the reading required to be sent in would be 420.7 x 10 kL, or 4,207 kL;
- Provision of a photograph to verify the reading is also required.

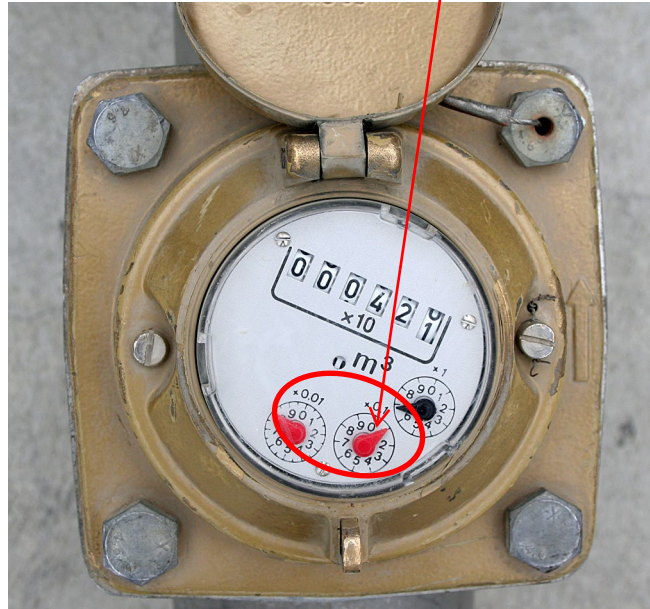


Figure 3: Metered Standpipe reading dial – x 10 m³ meter

- The dial for the 65 mm Standpipe shown below in Figure 2 has provision for six digits, the numbers representing cubic metres (m³) or kilolitres (kL).
- From the digits in the example, the reading is 2,436 m³ (kL) which is 2,436 kL or 2,436,000 litres;
- There are also two red clock dials;

- **These do not have to be read.**
- Therefore the reading required to be sent into Gippsland Water, would be 2,436 KL;
- Provision of a photograph to verify the reading is also required.

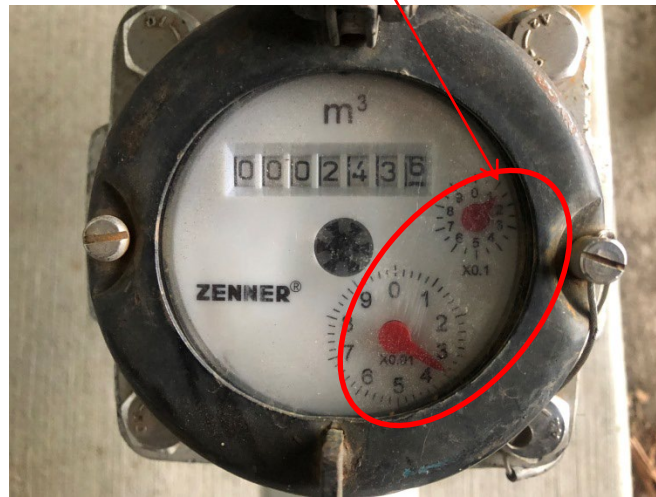


Figure 4: Metered Standpipe reading dial - m³ meter

Digital Meter Read Display

The correct way to read a digital meter is:

- Face the meter casing towards you;
- Read numbers left to right.



Figure 5: Digital Meter Reading Display

Meter reads can also be submitted via Gippsland Water's website at:

Metered Standpipe Program - Gippsland Water - Victorian Regional Water Corporation
(gippswater.com.au)

ATTACHMENT 5 – BACKFLOW PREVENTION CONTAINMENT POLICY**BACKFLOW PREVENTION CONTAINMENT
POLICY**

POLICY STATEMENT AND PURPOSE

Gippsland Water will ensure that appropriate backflow prevention is installed and maintained on properties serviced by its reticulated water system.

This Backflow Prevention Containment Policy applies to all property owners connected to Gippsland Water's water reticulation system.

It identifies the type of backflow prevention required for property connections with low, medium or high hazards as defined in Australian/New Zealand Standard AS/NZS 3500, Part 1 Water Services and the *Water (Estimation, Supply and Sewerage) Regulations 2014* and the conditions that property owners must comply with to remain connected to the reticulated water supply system.

RESPONSIBLE OFFICER

MANAGER PROPERTY SERVICES IS RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF THIS POLICY.

KEY DEFINITIONS

Backflow	The unplanned reverse flow of water or mixtures of water and contaminants into the reticulated water supply system.
Back Pressure	The difference between the pressure within any water service and a higher pressure within any vessel or pipework to which it is connected.
Back Siphonage	Backflow that occurs when the water supply pressure falls below atmospheric pressure.
Compliance Program for existing properties	A program identifying existing properties having a medium or high hazard rating requiring to be fitted with appropriate containment protection.
Containment Protection	The installation of a backflow prevention containment device on the reticulated water supply system at the property boundary, to prevent backflow from within the property entering the system.
Cross Connection	Any connection or arrangements between the systems, connected to the water main or any fixture that may enable non-drinking water or other contamination to enter the system.
Double Check Valve	A medium hazard testable device in accordance with AS 2845 Part 1.
Drinking Water	Water that is suitable for human consumption, food preparation, utensil washing and oral hygiene (see AS/NZS 4020). Compliance with the Australian Drinking Water Guidelines 2004 (and as amended) is required.
Dual Check Valve	Low hazard non-testable device in accordance with AS 2845 Part 1.
Fire Service	Services comprising water pipes, fire hydrants, fire hose reels, fittings and including water storage or pumping facilities, which are installed solely for firefighting and extinguishing purposes in and around the building or property.
High Hazard Rating	Any condition, device, or practice, which in connection with the system has the potential to cause death.
Low Hazard Rating	Any condition, device, or practice, which in connection with the system is a nuisance but does not endanger health or cause injury.
Medium Hazard Rating	Any condition, device, or practice, which in connection with the system could endanger health.

Reduced Pressure Zone Device	A high hazard testable device in accordance with AS 2845 Part 1.
Registered Air Gap	A device or system installed for backflow prevention registered by, or on behalf of, Gippsland Water for inspection and maintenance. Air gap for water supply system is specifically defined as the unobstructed vertical distance through the free atmosphere between the lowest opening of a water service pipe (or fixed outlet) supplying water to a fixture or receptacle and the highest possible water level of that fixture or receptacle.
Registered Break Tank	A tank system specifically designed for backflow prevention registered by, or on behalf of Gippsland Water, for inspection and maintenance.
Reticulated Water Supply System	The supply system into which Gippsland Water delivers drinking and/or non-drinking water
Suitably qualified person – backflow Testing	A plumber registered and/or licensed in backflow according to the Victorian Building Authority (VBA)

REFERENCES

The following are the principal Acts, Regulations and Standards that are relevant to the area of backflow prevention.

The Water Act 1989

It defines water entitlements and establishes the mechanisms for managing Victoria's water resources.

Section 8 provides for an individual's rights and Section 9 sets out the rights of water corporations.

Water (Estimation, Supply and Sewerage) Regulations 2014

Section 11 and 12 outlines the property owner's responsibility for the installation and ongoing maintenance of backflow prevention devices.

Safe Drinking Water Act 2003

The purpose of this Act is to make provision for the supply of safe drinking water. This includes making specific directives to water supply authorities in managing water quality.

AS/NZS 2845 WATER SUPPLY – BACKFLOW PREVENTION DEVICES

This Standard specifies requirements for the design, performance and testing of backflow prevention devices used for the protection of the water supply.

AS/NZS 3500 PART 1 WATER SERVICES AND PART 5 COLD WATER PLUMBING PART 1 (SECTION 4)

This section specifies the requirements and methods for the prevention of potential contamination of drinking water within the water service and the water main and provides for the selection and installation of backflow prevention devices.

APPLICATION/PROCESS

1. The property owner is responsible for the purchase and installation costs of a backflow prevention containment device appropriate to the hazard rating of the development type as specified in AS/NZS 3500.1 Water Supply Section 4 and Water (Estimation, Supply and Sewerage) Regulations 2014 (See Appendix 1 for hazard rating schedule).

2. The property owner is responsible for the maintenance and testing of the device as detailed in AS/NZS 3500.1 and the AS/NZS 2845 Part 3 (and as amended) and the Water (Estimation, Supply & Sewerage) Regulations 2014 Sections 11 and 12 by a suitably qualified person.
3. Gippsland Water will maintain a register of all installed testable backflow prevention containment devices and annual test reports.

They will conduct audits of installations from time-to-time to ensure on-going compliance with AS/NZS 3500.1 and the Plumbing Code of Australia 2011.

4. If Gippsland Water issues a notice that a backflow prevention containment device does not comply with AS/NZS 3500.1 Gippsland Water's Backflow Prevention Containment Policy, the property owner must engage a suitably qualified person to repair, maintain, test, replace or install the backflow prevention containment device as specified in the notice within the timeframe given.
5. If the property owner fails to comply with the notice issued by Gippsland Water to install or test the backflow prevention containment device, Gippsland Water in accordance with the Water (Estimation, Supply & Sewerage) Regulations 2014 may prosecute the land owner for failing to comply with the notice.
6. If the process at the property has changed affecting the hazard rating, the property owner must have a suitably qualified person assess the site and provide a written report of their assessment to Gippsland Water certifying the change in hazard level.

Gippsland Water may conduct a site audit to verify the revised hazard rating.

Operating and Administrative Requirements

1. A testable backflow prevention containment device must be installed on all properties with a medium or high hazard risk in accordance with AS/NZS 3500.1 and the Water (Estimation, Supply and Sewerage) Regulations 2014 at or near the property boundary.

No connection may bypass the backflow prevention containment device.

2. The type of backflow prevention containment device installed is based on the on-site water processes and or the type of reticulated water supply system present.
3. In the absence of a known hazard for any new development Gippsland Water will automatically default to a high hazard device.

The owner/developer shall engage a suitably qualified person to conduct an assessment to determine the appropriate hazard rating.

Note: Consent to connect will only be granted once relevant backflow documentation is completed and received by Gippsland Water.

4. Where multiple processes occur on a site, the hazard rating of the backflow prevention containment device will be equal to or greater than that of the highest hazard required to protect the zone and or individual hazard.
5. The property owner must complete a registration form agreeing to maintain and test the backflow prevention containment device(s) at intervals of no more than 12 months from the date of the initial commissioning or as otherwise determined by Gippsland Water.
6. The backflow prevention containment device(s) shall be installed, commissioned and tested annually by a suitably qualified person.

7. Results of annual testing of the device must be forwarded to Gippsland Water within 14 days of the test for recording.

Test reports must clearly show:

- The property address;
- Location of device;
- Test date;
- Device test results;
- Device type, make, serial number and size;
- Water meter number;
- Tester's name, licence/registration number, contact phone number and address;
- Test kit calibration date and serial number.

Note: The test report must be in accordance with the provisions of AS2845 Water Supply – Backflow prevention devices; Part 3 Field testing and maintenance (and as amended).

8. Owners of properties with high hazard ratings must install a reduced pressure zone device, registered break tank or registered air gap.
9. Owners of properties with a medium hazard rating must install a double check valve.
10. Standpipes (portable and fixed for tankering/water carrying/temporary supply purposes) connected Gippsland Waters reticulated water supply system shall be rated as a high hazard.
11.
 - a) Fire services require a single check valve non testable as a minimum.
 - b) If fire services using alternative water are inter-connected to the fire service, a higher hazard level would apply in this instance.
 - c) Where fire appliances are provided in a high hazard area, backflow prevention commensurate with the hazard level shall be provided.

COMPLIANCE

1. The property owner is responsible for arranging the installation, maintenance and annual testing (where applicable) by a suitably qualified person of the backflow prevention containment device(s) within their property in accordance with AS/NZS 3500.1 and the Water (Estimation, Supply and Sewerage) Regulations 2014.
2. A licensed plumber in water supply may install all backflow prevention containment devices.
Only a suitably qualified person may commission and test these devices.
3. A licensed plumber in water supply may install registered break tanks, and registered air gaps.
Only a suitably qualified person may commission and test these devices.
4. The property owner is responsible for ensuring that the backflow test report is submitted to the Gippsland Water within 14 days of the test being conducted.

Note: The property owner has a legal obligation to maintain the reticulated water supply system inside their property and depending upon the plumbing system and hazard ratings of the internal processes, to install additional individual/zone protection backflow prevention devices.

NON-COMPLIANCE

1. As the aim of this Backflow Prevention Containment Policy is the protection of the system and public health, it is vital that all parties co-operate with the relevant Acts, Regulations and Standards.
2. In the event of a property owner refusing to rectify a potential backflow hazard or cross-connection hazard Gippsland Water has the authority to disconnect the reticulated water supply system to the relevant property in order to protect the system and public health as per Section 141(d)(ii) of the Water Act 1989.
3. Examples where the system may be disconnected include:
 - Failure to install a backflow prevention containment device following request from Gippsland Water;
 - Failure to carry out tests or maintain a backflow prevention containment device in accordance with AS/NZS 3500 and AS/NZS 2845;
 - Failure to replace or repair a backflow prevention containment device;
 - Removal or bypassing of a backflow prevention containment device without the authority of Gippsland Water.
4. GIPPSLAND WATER RESERVES THE RIGHT TO INSTALL THE APPROPRIATE CONTAINMENT DEVICE AT THE RELEVANT PROPERTY AND TO TAKE NECESSARY ACTION TO RECOVER ALL ASSOCIATED COSTS.

COMMUNICATION AND ENGAGEMENT

1. Gippsland Water will communicate openly with landowners and supply sufficient supporting information to demonstrate the landowners' obligations.
2. Gippsland Water will provide adequate time frames for landowners to meet their obligations.

Where landowners request a time extension, Gippsland Water will carefully consider each request with a tendency towards extending time frames.
3. Gippsland Water will work individually with each landowner, taking into account the individual circumstances of the landowner and any financial or operational constraints.
4. Gippsland Water will consider and apply all acceptable options or alternatives for achieving compliance with this policy first before consideration of enforcement actions and/or costs to the landowner.

POLICY APPROVAL AND REVIEW

This policy has been approved by the General Manager Customer Service and Communications and will be reviewed by the Manager Property Services in line with the annual operational policy review.

APPENDIX 1 – TYPES OF BACKFLOW PREVENTION

APPENDIX G
TYPES OF BACKFLOW PROTECTION

(Informative)

This Appendix provides examples in Tables G1 to G3 for individual zone and containment protection together with hazard ratings and device selection. It is recommended these procedures be adopted to contain the risk levels required for backflow protection.

Figures G1 to G7 give typical installation examples for testable and non-testable backflow prevention devices.

TABLE G1
INDIVIDUAL PROTECTION—HAZARD RATINGS AND A SELECTION
OF BACKFLOW PREVENTION—DEVICES FOR BACKFLOW PREVENTION
AT INDIVIDUAL FIXTURES, APPLIANCES OR APPARATUS

Form of cross-connection	Hazard rating	Backflow prevention device
AGRICULTURAL AND HORTICULTURAL		
Antibiotic injectors	High	RBT or RPZD
Fertilizers, herbicides, nematicides, insecticides and weedicides injected into an irrigator (see Section 7, Type D)	High	RBT or RPZD
Fogging and cleaning sprays with chemical injection	High	RBT or RPZD
INDUSTRIAL AND COMMERCIAL		
Fogging and cleaning spray equipment with chemical injection or additives	High	RBT or RPZD
Pan washing apparatus	High	RBT or RPZD
Chemical dispensers (high toxicity)	High	RAG, RBT or RPZD
Weed and pest spraying and water cartage tanks	High	RAG or RPZD (see Figure G1)
Mixing of chemicals	High	RAG or RPZD
Portable and mobile tankers	High	RAG or RPZD (see Figure G1)
Chemical dispensers (low toxicity)	Medium	Testable device
Coils and jackets in heat exchangers—unsealed and toxic environment	Medium	DCV only
Coils and jackets in heat exchangers—sealed and non-toxic environments	Low	Non-testable device
Photographic processing machines (no developer mixing)	Low	Non-testable device
HOSPITALS/MEDICAL		
Equipment used for handling, mixing, measuring and processing chemical and microbiological substances	High	RAG or RPZD
Photographic developers		
(a) Developer mixing facilities	High	RAG or RPZD
(b) Water supplying rinse tanks	Low	Non-testable device
Dental console		
(a) Australia	Low	DCAP
(b) New Zealand	High	RAG or RPZD

(continued)

TABLE G1 (continued)

Form of cross-connection	Hazard rating	Backflow prevention device
Haemodialysis machines		
(a) Australia	Low	Non-testable device
(b) New Zealand	High	RAG or RPZD
NOTE: Veterinary equipment is rated as for Hospital/Medical		
FIXTURES AND APPLIANCES		
Bidets	High	RBT or RPZD
Food preparation or food storage tanks, vats and vessels with clean-in-place systems	High	RAG or RPZD
Fixtures used for food preparation, e.g. sinks	Low	AG
Fixtures used for ablutions, e.g. baths, bidettes, basins, showers	Low	AG
Laundry troughs	Low	AG
Hair salons basins or troughs	Low	Non-testable device
Carbonated drink dispensing machines	Low	Stainless steel dual CV (intermediate) vent
Drink-dispensing equipment, vending machines, coffee machines	Low	Non-testable device
Food preparation or food storage tanks, vats and vessels	Low	AG/non-testable device
HOSE ATTACHMENT OUTLETS		
(a) External hose taps	Low	Non-testable device
(b) Flexible connections over domestic fixtures	Low	Non-testable device
(c) Hose taps located within an area provided with zone protection		
(i) flexible connections over commercial, industrial or hospital fixtures	Low	Non-testable device
(ii) laboratory outlets	Low	Non-testable device
(d) Hose taps located within 18 m of a Type C irrigation system	Low	Non-testable device
WATER SUPPLY SYSTEMS PERMANENTLY ATTACHED		
Steam boilers	Low	BT
Cooling towers*	High	RAG or RPZD
Steam calorifier	Medium	Testable device
WATER TREATMENT SYSTEMS		
Demineralizing equipment using ion-exchange resins with acid and alkali regeneration	High	RBT or RPZD
Plants with auxiliary non-drinking water supplies	High	RBT or RPZD
Drinking water in reclaimed water plants	Low	Non-testable device
Chlorinators	Medium	Testable device
In-line water softeners and filters	Low	Non-testable device

* Cooling tower air gap should be measured from the rim of the cooling tower basin.

LEGEND:

AG = air gap
 BT = break tank
 DCAP = dual check valve with atmospheric port
 DCV = double-check valve
 RAG = registered air gap
 RBT = registered break tank
 RPZD = reduced pressure zone device

TABLE G2
ZONE PROTECTION—HAZARD RATINGS AND A SELECTION OF BACKFLOW
PREVENTION—DEVICES FOR BACKFLOW PREVENTION AT THE
CONNECTION TO SPECIFIED SECTIONS OF A WATER SUPPLY SYSTEM
WITHIN A BUILDING OR FACILITY

Form of cross-connection	Hazard rating	Backflow prevention device
AGRICULTURAL, HORTICULTURAL AND IRRIGATION SYSTEMS		
Irrigation systems injected with fertilizers, herbicides, nematicides and insecticides (see Section 7, Type D)	High	RBT or RPZD
Drinking nipples and troughs	High	RAG or RBT or RPZD
Irrigation systems (see Section 7, Type C)	Medium	Testable device
Irrigation systems (see Section 7, Type B)	Low	Non-testable device
INDUSTRIAL AND COMMERCIAL		
Electroplating, degreasing, descaling, stripping, pickling, dipping, etc., tanks, vats and vessels	High	RBT or RPZD
Commercial laundries	High	RAG or RPZD
Cooling or heating systems with recirculating water	High	RAG or RPZD
Clean-in-place systems (i.e. internal chemical cleaning takes place without dismantling equipment)	High	RAG or RPZD
Dockside facilities	High	RAG or RPZD
Industrial process water that has been recirculated	High	RAG or RPZD
Industrial and teaching laboratories	High	RAG or RPZD
Aircraft facilities	Medium	Testable device
Secondary school laboratories (including fume cupboards)	Medium	Testable device
Water filtration equipment	Low	Non-testable device
Photographic laboratories	Low	
FIRE SERVICES		
Direct connection to public water supply (Australia only) No tanks, reservoir, connection to other water supply, antifreeze or other additives or auxiliary supply, e.g. pond or lake within 180 m of fire brigade booster connection	See Table 4.1	Single check valve (testable) [see Clause 4.6.3.2(h)(iv)], single check detector assembly (testable) [see Clause 4.6.3.2(i)(iv)], or single-check valve [see Clause 4.6.3.3(h)(iii)]
Fire hose reels located in areas of hazard have to have a backflow prevention device in line with the hazard ratings of the areas within reach of the fire hose	Medium	DCV
Home fire sprinklers systems (see AS 2118.5)	Low	DCV or Dual CV
All other fire services	Medium	DCV
Fire storage tank	Low	AG

(continued)

TABLE G2 *(continued)*

Form of cross-connection	Hazard rating	Backflow prevention device
HOSPITALS/MEDICAL LABORATORIES, NURSING HOMES		
Dissecting rooms in hospitals and medical buildings	High	RBT or RPZD
Mortuary equipment used in funeral parlours, mortuaries, autopsy areas	High	RBT or RPZD
Utility rooms, where other than handbasins are installed	High	RBT or RPZD
Operating theatres in hospitals and medical buildings	High	RBT or RPZD
Dental and medical surgeries		
(a) Australia	Low	Non-testable device
(b) New Zealand	High	RAG or RPZD
FIXTURES AND APPLIANCES		
Sanitary dump points	High	RAG or RPZD
Food storage tanks, vats and vessels with clean-in-place systems	High	RAG or RPZD
Food storage tanks, vats and vessels	Low	Non-testable device
Hair salons, basins or troughs	Low	Non-testable device

TABLE G3
CONTAINMENT PROTECTION—HAZARD RATINGS AND A SELECTION
OF BACKFLOW PREVENTION DEVICES—BACKFLOW PREVENTION
PROVIDED AT THE PROPERTY BOUNDARY TO PROTECT THE NETWORK
UTILITY'S OR MAINS WATER SUPPLY FROM CONTAMINATION

Form of cross-connection	Hazard rating	Backflow prevention device
TYPE OF PREMISES		
Premises with an alternative water supply excluding rainwater tanks	High	RBT or RPZD
Premises where inspection is restricted	High	RBT or RPZD
Hospitals, mortuaries, clinics and the like	High	RBT or RPZD
Piers, docks and other waterfront facilities	High	RBT or RPZD
Sewage treatment plants and sewage lift stations	High	RBT or RPZD
Chemical plants	High	RBT or RPZD
Metal finishing plants	High	RBT or RPZD
Petroleum processing or storage plants	High	RBT or RPZD
Radioactive material processing plants or nuclear reactors	High	RBT or RPZD
Car and plant washing facilities	High	RBT or RPZD
Abattoirs	High	RBT or RPZD
Factories using processing or manufacturing toxic chemicals	High	RBT or RPZD
Chemical laboratories	High	RBT or RPZD
Pathology laboratories	High	RBT or RPZD
Sanitary depots	High	RBT or RPZD
Universities	High	RBT or RPZD
Food and beverage processing plants	Medium	Testable device
Caravan parks	Medium	Testable device
Marinas	Medium	Testable device
Premises with greywater re-use systems	Medium	Testable device
Public swimming pools	Medium	Testable device
Premises with reticulated and disinfected reclaimed water systems	Medium	Testable device
Premises with rainwater tanks (see Clause 16.4)	Low	Non-testable device
Premises with reticulated recycled water system	Low	Non-testable device

LEGEND:

AG = air gap
 AVB = atmospheric vacuum breaker
 DCV = double check valve
 RAG = registered air gap
 RBT = registered break tank
 RPZD = reduced pressure zone device

NOTES:

- For requirements for alternative water supply, see Clause 4.2.4.
- Air gaps should not be used in toxic environments.