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1. Definitions and Abbreviations

The following definitions apply in the document:

12 (1) Easement is an easement shown by dimensions on the property title plan or Plan of Subdivision, specifying what and to whom an acquired right or privilege is given which conforms to section 12 (1) of the Subdivision Act 1988.

12 (2) Easement is an easement for the benefit of Lots necessary to provide passage or provision of water supply, recycled water or sewerage over land or buildings in a subdivision. The easement is specified in words, not dimensions, on a Plan of Subdivision and conforms to section 12 (2) of the Subdivision Act 1988.

Accredited Consultant means a Consultant approved in accordance with Western Water’s accreditation process.

Accredited Contractor means a Contractor approved in accordance with Western Water’s accreditation process.

Approved Products List means the list of products approved by Western Water to be used in the Development Works.

As-constructed Information is the survey information describing the type, size and location of the newly completed Development Works.

Audit is a systematic and independent examination to determine whether quality activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.

Boundary Realignment means a boundary amendment to a Plan of Subdivision that does not increase the number of Lots.

Certificate of Completion is the certificate issued when WW is satisfied that the Development Works, all other services and roads and any Defect notified to the Developer are complete to the satisfaction of WW.

Certification Referral means the referral of a Plan of Subdivision by a Responsible Authority to Western Water for consent, required alterations or refusal.

Consent to Statement of Compliance means a notice issued by Western Water to a Responsible Authority that it consents to issuing of a Statement of Compliance under section 21 of the Subdivision Act 1988 with respect to a Development incorporating a subdivision.

Construction Verification Form is the form lodged and signed by the Consultant certifying that all requirements are met prior to consent to a Statement of Compliance or Certificate of Completion.

Consultant has the same meaning as Accredited Consultant.

Contractor has the same meaning as Accredited Contractor.

Corrective Action Request is raised by Western Water when the Developer, Consultant or Contractor does not perform a particular task in accordance with the Development Agreement or their Deed of Accreditation.

Day means calendar day.
**Deed of Accreditation** means the agreement by which a Consultant or Contractor is appointed as accredited for the conduct of Development Works.

**Defects Liability Period** commences on the date upon which WW issues an Acceptance of Works Certificate and continues for a minimum period of six (6) months, or until a Certificate of Completion is issued.

**Design Documents** means the drawings, specifications and other information, samples, models, patterns and the like required by the Development Conditions (and including, where the context so requires, those to be created by the Consultant or Contractor) for the construction of the Development Works.

**Design Verification Form** is the form lodged and signed by the Consultant verifying that the Development Works have been designed in accordance with the Development Deed requirements.

**Developer** means the person or other legal entity authorised to execute a transfer of the land. The Developer may be the land Owner.

**Development** means a development of land and/or buildings, including subdivisions, incorporating Development Works.

**Development Agreement** means the deed entered into by Western Water and the Developer. This includes the formal Instrument of Agreement, the Developer Agreement Standard Conditions, the Land Development Manual applying from time to time, and Schedules or other documents specified as incorporated in a particular Developer Agreement.

**Development Agreement Standard Conditions** means the standard conditions incorporated by reference in the Development Agreement.

**Development Servicing Plans** are used as the baseline for calculating standardised New Customer Contributions and for determining the magnitude of “bring forward charges” that may be applicable to new connections.

**Development Works** means the works to be designed and constructed under the Development Agreement for the supply of water, recycled water (where applicable) and sewerage assets and infrastructure to service a development, and includes any works undertaken in response to a notice issued by Western Water during the Defects Liability Period.

**Dual Occupancy** means two dwellings on one Lot.

**Easement** has the meaning described under section 5.8 of this manual.

**Fronted by (water / recycled water main and /or sewer)** means to have a water main abutting the property boundary that provides for a legal water/recycled water tapping and/or sewer connection.

**Internal Services** means water and recycled water pipes or sewers owned and operated by land owners or Owners Corporation. See also **Private Service**.

**Lot** means an area within a Development that is separately titled or is, or can be individually metered for water or recycled water supply purposes.

**Most cost efficient servicing solution** has the meaning detailed in section 3.6 of this manual.

**Multi-Unit Development** means two or more dwellings on a Lot.
**New Customer Contributions (NCCs)** are an upfront payment levied by Western Water when a customer builds or develops a property and connects to Western Water’s water, sewerage or recycled water network.

**Non-works** means a subdivision or development of land that does not require any extension of Western Water assets or new assets. This would typically occur when the required services for the development are already available adjacent to all the new allotments or land. Internal Services and the installation of property connections or tapings may still be required. For example, sewer branches and water/recycled water tappings are considered to be non-works.

**Owners’ Corporation** is the entity that is created as part of a Plan of Subdivision in accordance with the *Owners Corporations Act 2006*. The Owners’ Corporation is responsible for the maintenance and administration of any common property and / or common services. For example, the Owners’ Corporation may be responsible for any private water, recycled water or sewers within the Plan of Subdivision.

**Owner** means the owner of the Property.

**Plan of Subdivision** means a plan of subdivision relating to a Development prepared in accordance with the Subdivision Act 1988.

**Planning Permit** is the permit required under the *Planning and Environment Act 1987* for a use or Development of the land.

**Private Services** has the same meaning as *Internal Services*.

**Reserve** means land that is set aside for public use. Reserves include general public open space, nature reserves, tree reserves, parks, public gardens, recreation reserves, sporting reserves, drainage reserves and sewerage reserves.

**Responsible Authority** means a responsible authority under the *Planning and Environment Act 1987*.

**Reticulation Assets** are generally defined as water mains or recycled water mains that are 150mm or less in diameter and gravity sewerage mains that are 225mm or less in diameter, and all associated assets including:

- Water or recycled water pump stations (where the pump discharges into a water or recycled water main of 150mm diameter or less).
- Pressure reducing valves (where connected to water or recycled water mains of 150mm diameter or less).
- Water and recycled water tanks (where the outlet main is 150mm diameter or less).
- Sewer pump stations, emergency storages and rising mains (where the gravity sewer inlet to the sewer pump station is less than or equal to 225mm diameter).
- Sewer pressure mains where the receiving gravity sewer main is less than or equal to 225mm diameter.

**Sewer Catchment** means an area of land serviced by a particular sewerage system.

**Shared Assets** are generally defined as water mains or recycled water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter, and all associated assets including:

- Water or recycled water pump stations (where the pump discharges into a water or recycled water main greater than 150mm diameter).
- Pressure reducing valves (where connected to water or recycled water mains greater than 150mm diameter).
- Water and recycled water tanks (where the outlet main is greater than 150mm diameter).
- Sewer pump stations, emergency storages and rising mains (where the gravity sewer inlet to the sewer pump station is greater than 225mm diameter).
- Sewer pressure mains where the receiving gravity sewer main is greater than 225mm diameter.

**Statement of Compliance** is a required document to finalise the subdivision process, to allow registration of the subdivision issued by a Responsible Authority.

Tapping means the connection of the internal water service to Western Water’s water and/or recycled water main.

Two-Lot Subdivision means the subdivision of one Lot into two Lots.

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Reference</th>
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<tbody>
<tr>
<td>AHD</td>
<td>Australian Height Datum</td>
</tr>
<tr>
<td>CAD</td>
<td>Computer-Aided Design</td>
</tr>
<tr>
<td>CAR</td>
<td>Corrective Action Request</td>
</tr>
<tr>
<td>DGN</td>
<td>Design (CAD programs file name extension)</td>
</tr>
<tr>
<td>DWG</td>
<td>Drawing (CAD programs filename extension)</td>
</tr>
<tr>
<td>DXF</td>
<td>Drawing Exchange Format (CAD programs filename extension)</td>
</tr>
<tr>
<td>EPA</td>
<td>Environment Protection Authority</td>
</tr>
<tr>
<td>ESC</td>
<td>Essential Services Commission</td>
</tr>
<tr>
<td>GIS</td>
<td>Geographic Information System</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
<tr>
<td>JAS-ANZ</td>
<td>Joint Accreditation System of Australia and New Zealand</td>
</tr>
<tr>
<td>MGA</td>
<td>Map Grid of Australia (Metric rectangular grid system)</td>
</tr>
<tr>
<td>MRWA</td>
<td>Melbourne Retail Water Agencies</td>
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<tr>
<td>NCC</td>
<td>New Customer Contributions</td>
</tr>
<tr>
<td>OH&amp;S</td>
<td>Occupational Health and Safety</td>
</tr>
<tr>
<td>PDF</td>
<td>Portable Document File (Adobe Systems document)</td>
</tr>
<tr>
<td>UGB</td>
<td>Urban Growth Boundary</td>
</tr>
<tr>
<td>VCAT</td>
<td>Victorian Civil and Administrative Tribunal</td>
</tr>
<tr>
<td>WSAA</td>
<td>Water Services Association of Australia</td>
</tr>
<tr>
<td>WW</td>
<td>Western Region Water Corporation</td>
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2. General

2.1 Introduction

This manual outlines the processes and guidelines associated with provision of water supply, sewerage and in some cases recycled water services to land development projects.

This manual should be read in conjunction with the Development Agreement, issued by Western Water with each land development project. A copy of the Development Agreement Standard Conditions can be obtained at Western Water’s website.

2.2 Scope

The information in this manual is general in nature and as such may not apply to all land development proposals. Where these policies are not appropriate for a particular development, then Western Water will determine the requirements on a case by case basis. Any special requirements, conditions, contributions or fees not covered by the manual will be included in the Development Agreement Conditions on an individual case basis.

2.3 Intended Audience

This manual has been written for all engineering consultants, contractors, surveyors, developers, land owners, local councils and Western Water personnel involved with the land development industry.

2.4 Review Mechanism

An Owner/Developer has a right to object to requirements placed on a Development under the Water Act 1989. However, Western Water will first try to resolve the matter in negotiation.

In the first instance, any objections should be directed to Western Water’s Developer Services Coordinator. If the objection cannot be satisfactorily resolved it will be escalated to the Manager Commercial Services and subsequently the General Manager Capital Program & Delivery.

If a satisfactory resolution has still not been achieved, the Owner/Developer has a right to refer certain aspects of requirements imposed to the Victorian Civil and Administrative Tribunal (VCAT).

In the interest of minimising disputes before VCAT, the Essential Services Commission (ESC) may (on the request from Western Water or Developer) provide non-binding advice.

2.5 About Western Water

Western Water is one of Victoria’s thirteen regional urban water corporations. It provides water, recycled water and sewerage services to over 60,000 properties over an area of 3,000 square kilometres and a population of more than 160,000.

Western Water supplies more than 11 billion litres of clean, healthy drinking water to customers each year. Around 8 billion litres of sewage and trade waste are processed each year to produce around 7.5 billion litres of recycled water. Class A recycled water is piped to homes in new developments for uses including toilet flushing and garden watering. Recycled water of other classes are used for irrigating parks and sports grounds, industry and agriculture.
Western Water has seven Water Filtration Plants which treat water from local catchments. In addition, Western Water is also able to access water from the Melbourne System and supply to the majority of the Western Water region. Western Water also has seven Recycled Water Plants which treat all the regions sewage and supply recycled water to the region.

Western Water’s service area (as shown in Figure 1 below), which includes Melton, Bacchus Marsh, Sunbury, and towns in the Macedon Ranges, is one of the fastest growing regions in Victoria.
Figure 1: Western Water's service area
2.6 Types of Development

In relation to Western Water, land development will typically fit into the following categories:

- Connection to existing Western Water assets only.
- Subdivision or other Development of land where Western Water works are required.
- Subdivision or other Development of land where Western Water works are not required.

2.6.1 Single Connections

The process (including relevant forms and information) for connecting to Western Water’s existing water and/or sewerage pipes (where those assets are adjacent to the property) is on the ‘Connect a New Property’ section of Western Water’s website.

Tappings into existing water and recycled water mains, and connections into existing sewers will be undertaken by Western Water, or an approved contractor.

2.6.2 Development with works

A subdivision or development of land may require the extension of Western Water’s water, recycled water and/or sewerage assets to service the development. In these instances, the developer works process as outlined in section 3 of this manual will apply.

2.6.3 Development with no Developer Works

A subdivision or development of land may not require any extension of Western Water assets or new assets. This would typically occur when the required services for the development are already available adjacent to all the new allotments or land. Internal Services and the installation of property connections or tappings may still be required, however the developer works process is not required for these types of development.
3. Land Development Process

3.1 Servicing Advice and Feasibility Studies

Developers and Consultants are encouraged to contact Western Water early in the preparation of a development to obtain servicing advice. Servicing advice and feasibility studies provide details of potential costs in addition to reviewing the current development servicing plans and consideration of the need for further infrastructure.

The level of information required by Western Water and the detail of the servicing advice provided will vary depending on the complexity and size of each development. Western Water may request additional information for large or complex developments which may include a meeting with the developer and/or consultant to clarify requirements.

Any request for servicing advice should include the following information:

- A description of the type of development (e.g. residential allotments, commercial sites, two lot subdivision, retirement village or multi-storey building).
- The number of lots to be created (if any).
- The location and zoning of the land subject to the development.
- A layout plan of subdivision/development.
- Contour information must be provided for all greenfield applications

Western Water can provide two levels of advice for the Development of land:

- **Preliminary Servicing Advice**: available to Developers in order to better determine the infrastructure servicing needs of their developments. The information provided consists of either an email or formal written response and will generally include plans showing the location of existing assets, high level servicing strategies and high level advice on whether the existing services can cater for a proposed development.

- **Detailed feasibility study**: advice for when a detailed study is required to model the impact of the development on the Western Water network to determine the associated development servicing requirements. This advice typically involves a formal written response from Western Water and a review and discussion of initial development layouts and/or concepts, including more specific details regarding the total number of lots involved and relevant staging and/or timing of the development.

It should be noted that any servicing advice provided is high-level only and applicable at the time which it is provided. Preliminary servicing requirements, works and/or costs are subject to change between the time of providing preliminary advice and the provision of formal Development Agreement.
3.2 Summary of Development Works Process

The development works process is summarised in the flowchart below:

![Flowchart showing the development works process]

3.3 Planning Referral

Western Water is a formal referral authority for specified planning permit applications pursuant to section 55 of the Planning and Environment Act 1987.
3.3.1 Planning Permit Referral

Where a planning permit is required for a development, including the subdivision of land, the Developer will submit a planning permit application to the local responsible authority (i.e. local municipal council). Where the municipal council is required to refer applications associated with the subdivision / development to Western Water for comments and/or conditions, Western Water will respond to the municipal council by:

- Consent (subject to further conditions); or
- Consent without conditions; or
- Directing refusal; or
- Request further information.

Some typical conditions in planning permits required by Western Water include:

- Enter into a Development Agreement with Western Water for the design and construction of sewers, water mains and recycled water mains (if applicable)
- Construction of sewers and water mains
- Creation of easements over new and existing sewer mains
- Payment of fees

Once the Western Water conditions have been met, Western Water issues a Consent to Statement of Compliance to the municipal council.

3.3.2 Certification Referral – Plan of Subdivision

Subdivisional certifications are also referred to Western Water by the municipal council. Western Water will not consent to the certification of a plan of subdivision until such time as an approved functional layout plan has been provided for our records and assessment purposes.

Western Water will respond to the relevant municipal council by:

- Consenting to the plan, or
- Objecting to the plan, or
- Requesting a specified alteration or further information

Where alterations to a plan are requested by Western Water, these alterations are generally associated with inclusion of easements and/or reserves to cover existing or proposed Western Water assets.

Functional layout plans of water mains and sewers must be submitted to Western Water before certification consent will be provided. These drawings will be required to assess the location of proposed assets in relation to required easements. Western Water will not consent to a Statement of Compliance where any assets that require an easement have not been located within an easement.

As the location of assets to be constructed for the Development are not always known at the Certification Stage, Western Water reserves the right to request additional easements and/or land to be set aside as part of the Development Agreement prior to the consent to Statement of Compliance.
3.4 Development Agreement

To apply for formal conditions and fees applicable for a Development, the Developer or Consultant is required to submit a completed Request for Conditions Form to Western Water, accompanied with the following items:

- Plan of subdivision
- Planning permit
- Functional layout plan

If the development is to have a dual pipe recycled water system, the following additional details are to be provided with the application:

- Functional design plan for the recycled water and stormwater management systems (including waterways).
- Topography map showing land use and areas with slopes greater than 5% and Land Use.
- Plan showing ‘Designated Biodiversity Area/s’ (if applicable).
- Plan showing surface water and groundwater features including water courses, water bodies, groundwater extraction bores areas subject to flooding.
- Common Provision Guidelines (if applicable).
- Stormwater Management Strategy

Following review of the proposed development and processing of the application, Western Water will issue a Development Agreement to the Developer, which will set out all the conditions and fees applicable for the development, including a set of schedules and other details specific to the Development and incorporating the Development Agreement Standard Conditions specifying the respective rights and obligations of each of the parties.

The Developer or its Consultant may download Development Agreement Standard Conditions available on Western Water’s website and Western Water will issue the schedules and any other details including financial contributions, design and construction requirements and any other required documentation, which together will form the Development Agreement.

Western Water will generally issue the Development Agreement within 30 business days of receiving a completed application. However, due to the complexity of the servicing requirements of some developments, a longer period may be required.

If the developer considers that any of the fees or charges specified within the Development Agreement are unacceptable, there is provision under section 271 of the Water Act 1989 for the owner to object and apply for a review of the charges under specific grounds. To enable proper consideration to be given to any objection, it should include full details of the matters that are to be considered in support of the objection. To merely copy out the grounds as listed in section 271 of the Water Act 1989 would not provide satisfactory evidence.

An Owner and/or Developer has a right to object to any fees or charges placed on a particular development under section 271 of the Water Act 1989. However, Western Water will first try to resolve the matter internally as outlined in section 2.4.
Development Agreements issued by Western Water are to be signed and returned within three (3) months of issue should intention to proceed exists. The Development Agreement commencement date is the date upon which Western Water subsequently executes the returned Development Agreement.

If there are any changes to the details or if the Development Agreement has not been signed within three (3) months of the issue date and/or construction does not start within 12 months from the commencement date, a new Development Agreement will need to be issued by Western Water to continue with the development. This new Development Agreement will incur additional administration fees.

Unless otherwise specified in the Development Agreement, administration fees are required to be paid upon submission of the signed Development Agreement. All other fees must be paid prior to Western Water issuing a Consent to Statement of Compliance or Acceptance of Works Certificate.

Detailed Design must not be submitted prior to the Development Agreement being signed and the administration fees paid.

### 3.5 Fees and Charges

#### 3.5.1 New Customer Contributions

New Customer Contributions (NCC) are an upfront payment to recover the cost of major water, sewerage and recycled water infrastructure required to service new developments. The basis for NCC is provided in the Water Act 1989 section 268 and 269 and 270. The Water Act 1989 requires NCC's to be assessed as “fair and reasonable” with review by the Victorian Civil and Administrative Tribunal (VCAT).

Western Water’s Guide to New Customer Contributions outlines Western Water’s methodology for calculation and implementation of NCC and provides information for the land development industry.

Western Water has developed standardised New Customer Contributions in accordance with the Essential Services Commission’s (ESC) pricing principles. For simplicity, Western Water has adopted standardised charges for greenfield and infill development in the defined eligible areas within its region.

An annual indexation as specified by Western Water’s pricing structure is applied to the NCC at the start of each financial year. The calculated charges can be found within Western Water’s Guide to New Customer Contributions, available on Western Water’s website. Objection and review rights in respect of NCC’s exist as described in section 3.4.

#### 3.5.2 Administration Fees

Administration fees are charged to recover costs incurred for preparation of the Development Agreement, design checking, construction audit, asset recording survey (as required), preparation of as constructed plans and associated administration. Administration Fees are based on the size of the development and whether Developer Works are required. Details of the basis of these calculations and current rates are contained on the Developing Land – Fees and Charges page of Western Water's website.

#### 3.5.3 Feasibility Studies

If feasibility studies are required to be undertaken, the developer will be required to fund the study. Costs associated with feasibility studies will be determined on case by case basis by Western Water.
3.5.4 Works Warranty Bond

A Works Warranty Bond is required for ensuring that the Development Works are completed by the Developer in accordance with the requirements of the Development Agreement. The Developer must give Western Water a Works Warranty Bond for an amount equal to the greater of:

(i) $1,000; or

(ii) 5% of the value of the Development Works, as determined by Western Water, before Western Water will issue an Acceptance of Works Certificate.

Works Warranty Bonds must be in the form of a bank guarantee. Any other form must obtain prior approval by WW in its absolute discretion.

Upon the expiration of three (3) years after Western Water issues a Certificate of Completion, the Developer may apply to Western Water for a return of the balance of the Works Warranty Bond then held by Western Water (if any).

3.6 Shared and Reticulation Assets

A Developer is required to provide and fund all Reticulation Assets for the water, recycled water (if applicable) and sewerage network.

Western Water is required to fund works being defined as a Shared Asset.

3.7 Development Servicing Plans

Western Water has Development Servicing Plans, which outline the future water, recycled water and sewerage infrastructure and their timing. These plans show all trunk infrastructure (Shared Assets), which Western Water is required to fund. The timing of this infrastructure in the plans has been determined following a logical sequencing of development. If a development wishes to proceed prior to the planned sequencing, then Western Water may levy Bring Forward Costs.

3.8 Bring Forward Costs

Bring forward costs are those costs levied where infrastructure is being built out-of-sequence and earlier than anticipated by the Development Servicing Plans. The basis for these charges can be found within the Essential Services Guide to New Customer Contributions. The calculation of the bring forward charges and the Development Servicing Plans can be found within Western Water’s Guide to New Customer Contributions, available on Western Water’s website. When determining the bring forward costs, the number of years the asset is to be brought forward is calculated as the difference between the date of the Development Agreement and the date shown for the asset in the Development Servicing Plans.

3.9 Temporary Assets

Temporary Assets are works provided in relation to services for a Development, which will not be used in the ultimate servicing solution. Temporary assets are typically used to avoid or reduce the need to bring-forward the construction of major infrastructure, with significant financing costs, and which may
take some time to deliver. Temporary Assets are, generally, to be fully funded by the Developer, including the capital, operating and decommissioning costs.

3.10 Reimbursements

A reimbursement is payable by Western Water to the Developer when the Developer is required to construct a Shared Asset for a Development. By signing the Development Agreement, the Developer agrees to comply with Western Water’s Reimbursement Procedure.

Prior to the construction of any Shared Assets by the Developer, there must be agreement between the Developer and Western Water on the location, size, length and specification of the asset. If no agreement is in place, then Western Water reserves the right of not reimbursing those works.

Further detail regarding reimbursements can be found within Western Water’s Reimbursement Procedure, available on Western Water’s website. If the Reimbursement Procedure is applicable to a development, specific reimbursement details will be included in the Development Agreement.

3.11 Internal Private Works

Internal private water and sewerage works must be designed and constructed by the developer’s plumber in accordance with AS/NZS 3500 or WSAA under a Victorian Building Authority consent number issued by Western Water's Developer Services Team.

The Victorian Building Authority number will not be issued until the developer has paid all fees including New Customer Contributions where applicable.

As-constructed plans of private internal water and sewer works must be provided to Western Water prior to seeking Consent for a Statement of Compliance for the subdivision. It is up to the developer to provide these drawings.
4. Development Works

Western Water may require a developer to construct water, recycled water (if appropriate), sewer or other works to provide services to new properties created by the development. Where the Development Agreement includes works to service the development, the Development Works process applies, including:

- Design
- Pre-Construction
- Construction
- Defects Liability

The Developer is required to engage an Accredited Consultant to design and audit construction of any water, recycled water and sewerage works to service the development. The Developer will also be required to engage an Accredited Contractor who will undertake the construction of the Development Works.

Western Water’s consent to works proceeding or inspection of any stage of the Development Works does not amount to Western Water approving, consenting to, ratifying or otherwise accepting the design or construction. All liability for design and construction of Development Works remains with the Developer, the Accredited Consultant and the Accredited Contractor.

Western Water’s role is to assess the development with regard to its strategic relationship to Western Water’s systems and to confirm that the design drawings are generally in accordance with Western Water’s standards of design and presentation. Otherwise in relation to design and construction of the works, Western Water expressly relies on the Developer and the professional capacities of the Accredited Consultant and Accredited Contractor.

4.1 Accredited Consultants and Contractors

Western Water operates an accreditation process for both Consultants and Contractors. To be accredited, Consultants and Contractors must demonstrate that they have the necessary qualifications, expertise, management systems and capabilities to provide consultancy or construction services for land development projects within Western Water’s area. Guidelines for accreditations of consultants and contractors for land development works are located on the Western Water website.

The responsibilities of the Developer, Consultant, Contractor and Western Water in relation to the design of the Development Works are set out in the Development Agreement Standard Conditions and the Accreditation Deeds for Consultants and Contractors.

The Consultant is to design the works in accordance with the Development Agreement and relevant design standards including those listed in section 4.2 of this manual.

Any special conditions in relation to design of the Development Works will be set out in the relevant Schedule of the Development Agreement.
4.1.1 Accredited Consultants

Developers must appoint Accredited Consultants to carry out the design of the Development Works who are accredited in the applicable category of works.

The minimum requirements for Consultants are detailed in the application to become an Accredited Consultant for Western Water works.

4.1.2 Accredited Contractors

Developers must appoint Accredited Contractors to carry out the construction of the Development Works who are accredited in the applicable category of works.

The minimum requirements for Contractors are detailed in the Application to become an Accredited Contractor for Western Water works.

These criteria set out the requirements for both the Contractor and its key personnel within the company in relation to each of the specific categories of Development Work.

4.2 Design Standards

The design and construction of Western Water assets must be in accordance with the Water Services Association of Australia (WSAA) Codes and any Western Water Supplements (available from Western Water’s website). The requirements set out in the Western Water Supplements take precedence over those contained in the WSAA Codes.

The design and construction of water and recycled water works must be in accordance with:

- Western Water Supplementary Information to WSA 03-2011-3.1 MRWA edition Version 2.0

The design and construction of gravity sewer works must be in accordance with:

- Western Water Supplementary Information to WSA 02-2014-3.1 MRWA edition version 2.0

The design and construction of sewage pump stations and rising mains must be in accordance with:

- WSAA Sewerage Pumping Station Code of Australia WSA 04-2005-2.1
- Western Water Supplementary Information to WSA 04-2005-2.1

CCTV Inspection must be in accordance with:

- WSAA Conduit Inspection Reporting Code of Australia WSA 05-2013-Third edition version 3.1
- Western Water Supplementary Information to WSA 05-2013 Third edition version 3.1

Pressure sewerage system design and construction standards are subject to review by Western Water, however shall generally be in accordance with:
4.2.1 Requirements in Submission of Design

Following completion of the design, the consultant is required to have the designs audited and then submit the design to Western Water with the Design Verification Form. The detailed design submission must include:

- Detailed design sewer, water and recycled water (where applicable) plans
- One A3 set of road and civil drawings (PDF email accepted)
- The administration fee as detailed in the Schedule 2 of Development Agreement
- The signed form of Development Agreement
- Copy of the consultant’s certificate of currency for Public Liability
- One digital copy of the plan of subdivision in DWG format or DXF
- Completed Water, recycled water and/or Sewer Design Checklist (available in Western Water’s supplementary design standard documents)
- Design Verification Form

Further information on Western Water’s requirements for design and construction may be found in “Western Water’s Design and Construction Guideline for Subdivisional Works”.

Where the design includes Class A recycled water the detail design submission is to also include a Stormwater Management Strategy or equivalent document. Documented evidence shall also be provided confirming approval of the strategy by the appropriate waterway manager (e.g. Melbourne Water). The Strategy must demonstrate:

- How any additional nutrient load due to recycled water is accommodated by the Development’s stormwater collection and treatment system.
- Calculation of expected additional nutrient load.
- Proposed treatment train and performance to satisfy relevant water quality standards before discharge to waterway/s to the satisfaction of receiving waterway manager.

Guidance on how to calculate the additional pollutant loads are contained in Western Water’s Class A Recycled Water Developer Guidelines. A copy of this can be found on the ‘Developing Land’ section of the Western Water website.

Following submission of the design, Western Water may audit the design for compliance in accordance with the audit policy detailed in section 4 of this manual. In general, Western Water will audit designs in the order they are received. It is Western Water’s expectation that all designs submitted for auditing will comply with Western Water’s design standards and will match the information provided in the accompanying design checklists. Where discrepancies are found, the designer will be expected to revise the design drawings and/or checklist and submit them for re-auditing.

Please note that Western Water will generally require up to 10 business days in order to initially respond to the design audit. However, due to the complexity of the servicing requirements of some developments, a longer period may be required.
Following completion of the design audit, Western Water will confirm acceptance of the design in writing. The Consultant is fully responsible for the design, detailed checking and quality assurance and as such Western Water only performs an auditing role. As such, acceptance of a design by Western Water does not indicate any responsibility or liability for the design which remains with the consultant.

Construction must not commence until Western Water provides written acceptance for the design.

### 4.2.2 Approved Products

Unless otherwise specified in the Development Agreement or subsequently approved by Western Water, all materials used in the Development Works must be specified as per Approved Products lists or otherwise approved in writing by WW.

Western Water’s Approved Products Catalogues for Pressure and Non-Pressure works are located on the Standards and guidelines section of ‘Developing Land’ section of the Western Water website.

### 4.3 Executed Development Agreement

Prior to the Development Works commencing, the Development Agreement, executed by the Developer, is required to be lodged with Western Water. Western Water will then execute the Development Agreement. The commencement date of the document is the date that Western Water executes the Development Agreement.

### 4.4 Pre-Construction

At the pre-construction phase, the Consultant notifies Western Water of the intention to start construction of the assets. The Consultant is required to provide Western Water with a completed Pre-Construction Verification Form that includes the following:

- Names of the Contractor/s to be engaged to construct the works.
  The water Contractor and/or a sewer Contractor engaged by the Developer must be listed as an Accredited Contractor for the relevant categories of works on Western Water’s Accredited Contractor List which can be found on Western Water Website
- Start date and expected completion date
- Copy of the Consultant’s Audit Schedule for works that states how the construction will be managed to comply with quality requirements and carry out inspections and tests.
- Hard copies of the Issued for Construction drawings of A3 size.

Western Water will send an acknowledgement letter and/or email confirming that all the necessary documentation has been supplied.

Western Water may choose to conduct audits during the construction of the Development Works and the Consultant and/or Contractor will be informed of any observations and/or corrective actions that need to be addressed.

The Pre-Construction Verification Form is required to be submitted at least five business days prior to the commencement of construction.
4.5 Construction

The responsibilities of the Developer, Consultant, Contractors and Western Water in relation to the construction of the Development Works are set out in the Development Agreement Standard Conditions. Developers can only appoint Consultants and Contractors to carry out the Audit activities and construction of the Development Works who are accredited by Western Water in the appropriate Development Works category.

Any specific conditions in relation to construction of the Development Works will be set out in Schedule 6 of the Development Agreement.

Consultants and Contractors must make sure that their work complies with the applicable Occupational Health and Safety Act 2004, Regulations and Codes of Practice and Commonwealth Environmental Legislation, Victorian Environmental Legislation and Local Government requirements.

During the construction phase, the following hold points apply where the Consultant is required to notify Western Water using the relevant forms:

- Notification of Sewer and Water Mains Testing and/or Connection to Live Assets.

At the completion of the Development Works the Consultant is required to lodge the Construction Verification Form signed by both the Consultant’s and Contractor’s Nominated Representative. The Consultant is also required to lodge the As-Constructed Verification Form signed by the Consultant’s Nominated Representative. Western Water will require the copy of the construction pricing schedules for asset valuation and determining maintenance bond requirements.

The Construction Verification Form and As-Constructed Verification Form can be downloaded from Western Water’s website.

Following acceptance of the Construction Verification Form and As-Constructed Verification Form, Western Water will issue an Acceptance of Works Certificate.

4.5.2 Water Carter’s Permit

All Contractors and any subcontractors engaged on the Development Works are required to obtain a “Water Carter Permit” from Western Water’s Developer Services Team on 9218 5560 and comply with that permit at all times. This will include the permit holder:

- Owning a metered hydrant approved by Western Water.
- Metering and paying for all water taken.
- Displaying a Western Water permit number sticker.
- Only taking water from nominated hydrants or standpipes.
- Only using water for the purpose approved in the permit and avoiding wastage.
- Complying with any water restrictions imposed by Western Water at the time water is used.

Depending on the level of water restrictions, the permit holder may be able to obtain an exemption from water restrictions for specific works (For example Western Water may, in certain circumstances, grant an exemption to use water for dust suppression and road compaction). Applications must be made on Western Water's application form, copies of which are available on Western Water’s website.
Western Water does however reserve the right to refuse an exemption. Western Water will not grant an exemption in areas where water supply is severely limited and or taking water by the Water Carter will affect other customers. Also, Western Water will not grant an exemption for washing down road pavements and flooding trenches to consolidate backfill whilst restrictions are in place.

In some areas, use of treated “recycled water” from Western Water’s Sunbury, Gisborne and Melton Recycled Water plants may provide a viable alternative water supply to assist compaction. Contractors are to contact Western Water to discuss filling points and suitability of recycled water.

Failure by the Consultant or the Developer to ensure all Contractors obtain and comply with a Water Carters permit may result in prosecution of either or both the Consultant and the Developer as well as the Contractor.

4.5.3 Live Asset Shutdown

Where the works require temporary shutdown of Western Water’s potable water, recycled water and/or sewerage system, unless Western Water permits otherwise, the following will apply:

- Shutdown period must not exceed a total duration of 5 hours;
- Shutdown period must be between 9:00am and 5:00pm;
- The period of shutdown is defined as the time from when the last valve is shut off to the time that supply is restored and water flows from the hydrant.
- The shutdown must not occur on any declared Total Fire Ban day.

Only Western Water is permitted to shut down existing live assets. Contractors must not proceed with any work until Western Water confirms that the required asset has been shut down.

Notification of connection to Western Water’s water / recycled water mains must be given by lodging the Planned Shutdown Application Form. This form is available on the Western Water website on Western Water’s website. A minimum notice period of 15 business days is required for any shutdown request. Completed forms can be emailed to operations@westernwater.com.au.

Western Water reserves the right to approve, reject or modify a request for approval for a shutdown of live Western Water assets. Modification may include the works being undertaken outside of business hours or complying with other conditions as appropriate.

4.5.4 Inspection and testing

At the completion of Development Works, and prior to the issuing of a Consent to Statement of Compliance, the Developer, Consultant and/or Contractor will be required to undertake necessary water quality and inspection tests.

A Notification of Intention to Carry out Testing Form must be submitted at least five (5) clear business days prior to the requested inspection date in order to confirm attendance by Western Water’s representative.

Western Water’s representative is to be notified to witness the Pre-Acceptance of Works Audit and the Consultants representative will sign the Construction Verification Form prior to submission once the audit meets Western Water’s requirements.
4.6 As-Constructed Survey

The Developer must arrange for the design, construction and survey of the works in accordance with the Development Agreement and Western Water's policy requirements. As constructed plans, must be received in a format that meets Western Water's requirements prior to a Consent to Statement of Compliance being issued. A suitably qualified surveyor must be engaged for this purpose, with a signed As-Constructed Verification Form accompanying the Construction Verification Form, confirming that the following conditions have been met:

- The As Constructed Plans are to be provided electronically in an acceptable format (For example CAD) and PDF.
- Separate plans must be provided for water, sewer and recycled water (if applicable).
- The plans must be on MGA94 Zone 55 coordinates.
- The plans must include all pipe, node and service connection locations, horizontally accurate to 0.1 metres of coordinates.
- Sewer nodes must be notated with cover levels. Sewer pipes must be notated with invert levels, grades and lengths. Cover levels and invert levels must be accurate to 0.005 metres AHD.
- Sewer service connections must be notated with invert level and finished surface level and depth, accurate to 0.01 metres AHD.
- All pipes must be notated with diameter and material.
- Offsets showing distance from pipes to nearest title boundary must be shown at nodes and changes of directions and accurate to 0.1 metres.
- The type of node must be notated either by text or symbol.
- The service connections must be notated with ties accurate to 0.1 metres.
- Asset meta data must include capital cost of the installation of that asset for each individual asset.
- A survey field report must accompany the submitted plans, confirming how the correct horizontal orientation and height datum was maintained throughout the survey.
- A tolerance report must be provided highlighting the differences between the design and as constructed details. This will include differences in invert levels, cover levels, grades, lengths and offsets (see example). Also, any change of material or diameter from design should be noted.

<table>
<thead>
<tr>
<th>Asset ID</th>
<th>Designed</th>
<th>Constructed</th>
<th>Difference</th>
<th>Acceptable?</th>
<th>Comment</th>
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<tr>
<td></td>
<td>X</td>
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- Western Water's representative must be notified when as constructed measurement is being carried out.

Western Water reserves the right to carry out the survey of these works if the information provided by the owner's surveyor is deemed to be of an unacceptable standard. Should this occur, the owner will be notified in writing and incur the expense of the Western Water conducted survey.

4.7 Acceptance of Works Certificate / Consent to Statement of Compliance

The Consultant is required to lodge the Construction Verification Form to seek Western Water's assessment of whether all conditions of the Planning Permit and the Development Agreement have been
met. Western Water will issue the Acceptance of Works Certificate and in the case of developments including a subdivision, also issue its Consent to a Statement of Compliance once it is satisfied that all conditions in the Planning Permit and Development Agreement have been met. The conditions generally include but are not limited to the provision of:

- Payment of all fees (including Administration Fee and New Customer Contributions)
- Payment of works warranty bond
- Practical completion test certificates
- As-Constructed Verification Form
- Water quality test results
- Recycled water checklist
- CCTV Survey Results
- Quality Records of both Contractor and Consultants
- Schedule of value of works
- Digital Plan of Subdivision and As-Constructed Survey (if applicable)
- Any other information that may be set out in the verification form and/or Development Agreement.

The Developer Works will vest in (or transfer to) Western Water:

- in the case of a subdivision, Developer Works for the relevant stage of the subdivision, upon registration of the relevant stage of subdivision; or
- for non-subdivisional development, upon the issue of the Acceptance of Works Certificate; or
- otherwise as directed by Western Water.

4.7.1 Early Release

At its sole discretion, Western Water will consider Developer requests for early issue of Consent to the Statement of Compliance prior to all Western Water’s requirements having been met.

The Owner/Developer must provide formal written request to Western Water seeking early release and identify the applicable stages of development and assets they seek for early release / deferment of works.

If accepted, the Owner/Developer will be required to sign a ‘Deferred Works Agreement’ with Western Water and to lodge a Deferred Works and/or Education Security and such agreements may be registered on the titles to the development land.

All fees incurred by Western Water for execution of the early release agreement will also be required to be borne by the owner/developer.
4.8 End of Defects Liability

At the end of Defects Liability Period, the Consultant will lodge an **End of Defects Liability Verification Form** signed by the Nominated Representatives of the Consultant and the Contractor.

As stated in the Development Agreement Standard Conditions, unless an alternative period has been specified in the Development Agreement, the end of Defects Liability Period is six months from the date that Western Water issues the Acceptance of Works Certificate.

The Consultant must arrange a suitable time to conduct a joint Audit of the Development Works with the Contractor’s and Western Water’s Nominated Representatives prior to lodging the End of Defects Liability Verification Form.

In order to arrange a joint audit, the **Notification of Intention to Carry Out Testing Form** should be lodged with at least five clear business days of notice. This form can be downloaded from www.westernwater.com.au.

The End of Defects Liability Verification Form can be downloaded from Western Water’s website.

The Development Agreement will set out any other additional documentation that is required to be lodged at this time.

Western Water will conduct an audit on the Development Works during the end of defects liability period and the Developer, the Consultant and/or Contractor will be informed of any observations and/or correction actions that need to be addressed.

4.9 Certificate of Completion

Western Water will issue a Certificate of Completion at the successful completion of the Defects Liability Period in accordance with the Development Agreement Standard Conditions.

4.10 Works Warranty Period

The Works Warranty Period extends for three (3) years from the date Western Water issues the Certificate of Completion. The responsibilities of the Developer and Western Water with regards to the Development Works during the warranty period are detailed in the Development Agreement.

Works warranty bonds should be provided in the form of a bank guarantee. Any other form of security must obtain prior approval by WW at its absolute discretion.

4.11 List of Forms

All application forms required for the land development process are available from the ‘Developing Land’ section of Western Water’s website, including:

- Request for Conditions Form
- Design Verification Form
- Pre-Construction Verification Form
• Notification of testing Form
• Planned Shutdown Application Form
• Connection to live assets Form
• Construction Verification Form
• As-Constructed Verification Form
• Request for Statement of Compliance Form
• End of Defects Liability Verification Form

5. Audit of Development Works

Auditing is the process used to verify that an activity conforms to the requirements of the customer, the quality assurance system and quality system standard. There are three common types of Audit:

• **First party:** First party Auditing is more commonly known as internal Auditing. It is the monitoring by a company of its own quality system. First party Auditing is essential to ensure effective operation of a quality system and is a requirement of ISO 9001 Quality.

• **Second party:** Second party Audits are conducted by customers on the supplier. These Audits enable the customer to verify that the supplier can consistently meet the requirements, and may eliminate the need for detailed inspection and/or testing of the product or service. Audits conducted by Western Water are second party Audits.

• **Third party:** Third party Audits are conducted by organisations independent of both supplier and customer, and are accredited by JAZ – ANZ.

Third party auditing reduces the need for second party auditing, saving time and money for both the supplier and customer.

In addition to the audits delivered by the developer’s Consultant, Western Water may carry out random audits of the various activities during the design, construction and survey of Development Works. These audits may include:

• Quality system Audit
• Design Audit
• Construction Audit
• Survey and As-constructed Audits
• End of Defects Audit

With the exception of the quality system Audit, all Audits will be conducted without prior notice to the Consultant or Contractor. The Consultant or Contractor will be advised that an Audit has been conducted only if the Audit has revealed non-complying activities requiring Corrective Action.

Where health and safety related breaches are identified by Western Water, these will be escalated through either the Contractor’s on site representative, the Consultant responsible for the project or WorkSafe Victoria.
Continued Corrective Action Requests (section 5.8 of this manual) failures of the Consultant’s or the Contractor’s systems detailed above may lead to re-classification, suspension or deregistration of a Consultant or Contractor from the ‘Accredited Consultants list’ or ‘Accredited Contractors List’, contained in the ARCUS system.

5.1 Quality System Audit

A Consultant’s or Contractor’s quality system will be audited as part of the ARCUS system. Western Water reserves the right to conduct quality system Audits on certified quality systems:

- to establish confidence in a Consultant/Contractor, or
- when major non-conformance has been detected, or
- when a corrective or preventive action is outstanding and unresolved.

5.2 Design Audit

Prior to submission, designs must be audited by an accredited consultant that has not been involved in the design and review process. The design auditor may be either with the Consultant preparing the design or an accredited third party. This will be confirmed on the Design Verification Form.

Western Water may also undertake spot design audits to evaluate the Consultant’s design. A design audit may cover any aspect of the design, however commonly may focus on the following areas:

- Accuracy
- Completeness
- Compliance to the relevant standards
- Compliance with the Development Conditions

Following successful completion of the Design Audit, Western Water will confirm acceptance of the design. It should be noted that the design audit is undertaken for surveillance purposes only. Design audits are not a detailed check or review of the design which are the responsibility of the consultant as part of their quality management system. Full responsibility and liability for the design remains with the consultant regardless of Western Water’s design audit.

5.3 Construction Audit

Western Water may conduct field Audits of the construction phase of the Development Works.

Western Water’s Representative may arrive on site unannounced and observe the construction process. The Western Water Representative will comply with all site safety requirements. The duration and scope of an Audit will vary depending on the construction work being conducted at that time.

Western Water’s Representative shall also attend the site commencement meeting and shall be present to witness all acceptance findings.

The Consultant’s construction auditor will also be required to conduct appropriate construction audits in accordance with the submitted audit schedule to establish confidence in the Contractor and the quality of the works being constructed. i.e. Confirm that the Development Works are being constructed in accordance with the specified design plans and construction standards.
5.4 CCTV and Laser Profiling Ovality Inspections

The Developer shall arrange for CCTV and laser profiling ovality inspections of 100% of the reticulation sewer works. The CCTV inspections shall be carried out in accordance with Western Water’s Supplementary Information to the WSAA Conduit Inspection Reporting Code of Australia WSA 05-2013-3-1 Third edition.

5.5 Survey and As-Constructed Information

Western Water may conduct audits of the as-constructed information after it has been verified by the consultant and submitted to Western Water along with the As-Constructed Verification Form. These audits may focus on the presentation/format of the information and/or a field audit of the information shown on the as-constructed information.

Information presentation / format Audit: This Audit checks that the format and presentation of the as-constructed Asset information is in accordance with Western Water’s requirements. This Audit is conducted at Western Water offices and the accuracy of as constructed information is not checked.

Construction Audit: The construction audit checks the accuracy of the submitted information and that assets are constructed to the design within acceptable tolerances.

Western Water reserves the right to carry out the survey of these works if the information provided by the Developer’s surveyor is deemed not to be of an acceptable standard. Should this occur, the Developer will be notified in writing and incur the expense of the Western Water conducted survey.

5.6 End of Defects Audit

Western Water will conduct Audits of the Development Works during and at the completion of the Defects Liability Period.

Consultants and Contractors must arrange joint inspections of the Development Works with a Western Water Representative at the end of the Defects Liability Period, prior to submitting the End of Defects Liability Verification Form. This process will minimise disputes surrounding third party damage.

5.7 Audit Records

Western Water will maintain the details and results of all Audits carried out on both Consultant’s and Contractor’s works on a confidential Audit register.

These details will be used to:

- Assess the quality performance of a Consultant
- Assess the quality performance of a Contractor
- Determine whether a Consultant or Contractor has difficulty with particular aspects of the Development Works
- Determine the aspects of the Development Works that should be Audited
- Schedule the time and date of each Audit
• Determine the scope of each Audit
• Record the results of the Audit
• Determine the scope and extent of any corrective action required

Western Water will use the data obtained from the Audit register when preparing performance reports on accredited Consultants and Contractors.

5.8 Corrective Action Request

A Corrective Action Request occurs when the Consultant or Contractor does not perform a particular task in accordance with the Development Agreement or their quality system.

There are four types of Corrective Action Requests:

• **Observations** are generally minor problems or at the very early stages of a problem that at the time of the Audit may not yet be non-compliant. The auditor advises the site foreman of the observation for immediate rectification at the time of the Audit and records the observations. A repeat breach is treated as a Minor or Major Corrective Action.

• **Opportunity for Improvement** is a written suggestion aimed at assisting the Consultant or Contractor to improve their quality system and operation.

• **Minor Corrective Action** is a record of a temporary lapse or an isolated error that does not result in a fundamental failure of the works. Timely corrective action to make sure the issue does not recur generally ensures the action is not escalated to a Major Corrective Action.

• **Major Corrective Action** is a major issue or error in a process, system, product or service or combination of corrective actions there is a failure to achieve the specified requirements. Examples of Major Corrective Actions include:
  - Multiple or ongoing repetition of Minor Corrective Actions
  - Clear breach of Development Agreement Standard Conditions or Standards
  - Sewer is too shallow to service the properties or catchment
  - Design grades are incorrect
  - Pressure rating of materials is insufficient
  - Bedding is insufficient

Where Western Water issues a written Corrective Action Request, Consultants and Contractors must identify the root cause of the error or variation from requirements and implement positive and effective corrective action. The Consultant or Contractor must record receipt of the notification and process the Corrective Action Request in accordance with their quality system, including:

• Identify the **root cause** of the Corrective Action Request
• Implement effective **corrective action**
• Provide written confirmation of the thoroughness of the investigations and rectification
• Provide written evidence that steps have been taken to prevent recurrence of the corrective action within seven days of Corrective Action Request issue date.
Western Water reserves the right to conduct verification reviews on the status of the rectification of observations or corrective actions. Depending on the nature of any corrective action required, Western Water may require additional inspections, and/or hold points, or may conduct an Audit of the Consultant’s and/or Contractor’s quality management system. Where there is evidence that the cause of the Corrective Action Request is widespread and a quality system may be ineffective, the Audit may extend to all aspects.

Western Water may also withhold the issuing of an Acceptance of Works Certificate until such time that it is satisfied that the Consultant’s and/or Contractor’s quality system is functioning adequately.

Continued Corrective Action Requests may lead to the re-classification, suspension or termination of a Consultant or Contractor from the ‘Accredited Consultant’s List’ or ‘Accredited Contractor’s List’.

5.9 Intensive Audits

Intensive Audits may be carried out where Western Water believes there are defective Developer Works or the quality system of the Consultant and/or Contractors has or is likely to, fail.

If Western Water determines that an intensive Audit is required of the design, construction or survey of the Development Works, the Developer must pay the cost of the Intensive Audit.

Continued failure of the Consultant’s and/or Contractor’s quality systems will be dealt with in accordance with the Deed of Accreditation.

6. Development Policy

6.1 Land Subdivision

Subdivisions that already adjoin or are adjacent to water or sewerage services must provide each newly created Lot with a water or sewerage service.

If a subdivision is not adjacent to existing water or sewerage services, Western Water will consider the need for such services depending upon the circumstances, including the proposed use, zoning and proposed lot size and land capability of the particular land.

Most land with a residential or related zoning will require water and sewerage services.

Western Water will review the requirement for a reticulated sewerage and water service considering:

- Number of lots in a subdivision
- Nature of surrounding lots
- Potential for further development under present land zoning
- Any relevant state or local planning policies
- Distance to the nearest assets capable of servicing the development.
- Review of the land capability assessment report
6.2 Industrial and Commercial

Generally, all industrial or commercial subdivisions within the designated water and sewerage districts must be provided with a water supply and sewerage service. Western Water may not apply this requirement if it decides the subdivision is too remote from the existing system.

Standard practice is for industrial and commercial subdivisions to be developed without any water property connections due to uncertainty over the demand of the end user. In these circumstances, the Developer may be required to install a conduit for a future water supply and water supply being available but not yet connected shall be noted by Western Water.

If recycled water is available, the Developer should discuss with Western Water whether it has to be provided for the development.

6.3 Trade Waste

Western Water limits the quality and other characteristics of the trade waste it accepts into the sewerage system. The limits are known as Trade Waste Acceptance Criteria and any trade waste meeting these criteria will normally be suitable for discharge to the sewerage system.

The Trade Waste Customer Charter outlines the services performed by Western Water and the respective rights and responsibilities of Western Water and its customers.

Trade waste customers need to ensure:

- they have written permission from Western Water (in the form of a Trade Waste Agreement or Consent) before they discharge into sewers
- they are aware of trade waste requirements and conform to the conditions of their approval
- any pre-treatment systems installed are correctly and adequately maintained
- any additives used in pre-treatment processes have been assessed by Western Water and are certified by a professional as being harmless to the sewerage system, treatment process and the environment.

Trade waste customers must develop a management plan and submit an application form before they discharge trade waste. Trade waste charges are calculated based on the volume and the quality of the waste and consider certain risk factors.

Copies of Western Water’s Trade Waste Acceptance Criteria, Trade Waste Customer Charter, Guidelines and Trade Waste application forms can be downloaded from Western Water’s website.

6.4 Multi-Unit Developments

6.4.1 Owners’ Corporation

For all residential and industrial/commercial multi-unit developments, all private or internal water supply, recycled water (if applicable) and sewerage infrastructure must be provided in accordance with AS/NZS 3500 and will be owned, operated and maintained by the Owners’ Corporation and/or property owner.
Each building and common property garden tap within an Owners’ Corporation must be individually metered in accordance with Western Water’s Metering and Servicing guidelines available on the Western Water’s website.

Internal private water and sewerage works shall be designed and constructed by developer’s plumber or hydraulic consultant in accordance with AS/NZS 3500 under a Victorian Building Authority number issued by Western Water’s Developer Services Team.

A Developer may generally construct a Western Water sewer through the Owners’ Corporation common property if required to avoid land locking adjacent land in the natural catchment of the sewer. The funding of the Western Water sewer shall be in accordance with the Western Water Guide to New Customer Contributions.

Western Water will not accept responsibility for water supply assets in common property or private property within Owners’ Corporation subdivisions.

Western Water sewers may only be accepted within common or private property within Owners’ Corporation developments if it is an existing sewer or a new sewer required to extend to service other land, where an easement is in place.

Suitable plans and/or sketches of any sewer, water or recycled water asset proposed to be owned, operated and maintained by an Owners’ corporation will need to be provided to Western Water for review prior to a consent to Statement of Compliance being issued.

6.4.2 No Owners’ Corporation

For subdivisions without an Owners’ Corporation, it is mandatory for the water and the recycled water (if installed) supplies to have a tapping and water service to each individual lot or unit, in accordance with Western Water’s Metering and Servicing Guidelines.

6.4.3 Two-Lot Subdivision

Two-lot subdivisions with an Owners’ Corporation must be serviced in accordance with section 6.4.1 above.

For boundary re-alignments, where private water supply, recycled water (if installed) and sewerage services cross property boundaries, new connections to each affected lot will be required.

Where a residential two-lot subdivision creates a vacant lot without direct access to Western Water’s sewers, the upfront construction of the length of private service to the boundary of the vacant lot may be required. This condition is additional to the easement requirements referred to above and is imposed to reduce the possibility of neighbourhood disputes relating to gaining access to construct private services at a future date.
6.5 Non-Subdivisional Development

6.5.1 Dual Occupancy

A dual occupancy is where a second dwelling or premises is constructed on a single title or lot without that land being subdivided. Western Water will apply the same requirements to a dual occupancy development as to a two-lot subdivision, with no owner corporation.

6.5.2 Multi-Storey Development

All multi-storey developments must have Western Water sewerage, water and recycled water (if installed) services to the property boundary. The maintenance, operation and replacement of the internal plumbing is the responsibility of the Owners’ Corporation or the owners in common.

6.5.3 High Demand Customers

Customers with high water demand may not be able to be supplied from existing Western Water systems. This usually depends upon the demands required, the capacity of the system at that location and the effect it might have on existing customers. Categories include:

- Rural areas for domestic and stock purposes
- Rural industries such as market gardens
- Commercial or industrial operations with high water supply requirements.

High demand customers are those that have a peak instantaneous demand exceeding 1L/s and/or an annual demand exceeding 5ML. However, in some areas within the Western Water system, demands less than this may have significant impacts on existing systems and may be considered as high local demand customer.

New developments fitting one of these categories will require the Developer to construct the water and/or sewerage services appropriate for that development.

Note that any Development that requires a non-standard connection will be liable to a different NCC. This NCC will be levied based on the meter size and number of fixture units within the Development. Refer to Western Water Guide to New Customer Contributions available on our website.

6.6 Recycled Water

Recycled water is treated by Western Water to a standard that is safe for beneficial reuse, but not suitable for drinking. Western Water may supply recycled water in some areas by either:

- Class A recycled water to residential and other users in a dual pipe scheme; or
- Recycled water for irrigation or a particular industrial purpose which does not need to be a Class A supply.

Western Water’s Developer Services team can provide further information.
6.7 Metering Guide

Western Water’s metering and servicing guidelines set our water metering conditions for new developments, alterations to existing developments and existing water metering arrangements. A copy of these guidelines can be downloaded from Western Water’s website.

6.8 Easements and Land Tenement Guidelines

Easements must be established on the Plan of Subdivision to cover any new water and/or recycled water or sewerage services that are proposed to cross private land. All easements need to comply with WSA 02-2002-2.3 WSAA Sewerage Code of Australia MRWA Edition.

6.9 Other Authority Works

In some instances, other authorities may need to construct their works in the vicinity of Western Water assets. Works by other authorities may also require the relocation of Western Water assets.

Such assets are protected under the Water Act 1989 and cannot be impacted, moved or worked on without the consent of Western Water. The Water Act 1989 sets out various powers of Western Water and makes special provision for interaction with the works and other assets of other authorities.

Section 137 of the Water Act 1989 operates in conjunction with the Road Management Act 2004.

The Road Management Act 2004 applies to Western Water in relation to ‘non-road infrastructure’ which covers assets such as water mains and sewers.

Western Water reserves the right to determine the process to be followed in undertaking any alterations to its assets.

Works that Western Water does not undertake must be designed and constructed in accordance with the Developer Works process using Accredited Consultants and Contractors.

6.10 Environmental Policy

Western Water aims to ensure that throughout all phases of its activities, its employees, contractors, suppliers and trade waste customers give consideration to the protection of the flora, fauna, air, land and water, the community health and the cultural heritage which may be affected by the activities directly associated with Western Water.

Through the implementation of our Environmental Management System, Western Water constantly reviews the aspect and impacts of its activities and implements measures to achieve better environmental outcomes.

A copy of Western Water’s Environment Policy can be found on Western Water’s website.
7. Asset Protection

Development of land may create requirements regarding the protection of water and/or sewerage or recycled water assets, including:

- Existing assets that the development may impact.
- New water and/or sewerage/ recycled (if installed) assets constructed for the benefit of the development.

Western Water assets and easements are protected under Section 148 of the Water Act 1989, which prohibits works above, below or within 1m of a Western Water asset or building or filling works within a Western Water easement.

In respect of new developments, the Developer, Consultant and Contractor must be careful to determine the location of existing water, recycled water (if installed) and/or sewerage assets and ensure their protection. Details regarding location of existing Western Water assets can be made through the Dial Before You Dig service or by contacting Western Water directly.

If existing Western Water assets require alteration as a result of the Development, the Owner must pay the actual cost of this work. Only personnel authorised and accredited by Western Water are permitted to carry out the work.

7.1.1 Works over assets

Western Water may allow buildings or works to be carried out near an existing asset or within an easement. An application for Build-Over Approval may be made to Western Water’s Developer Services team by completing the Application for works over assets and/or easements form. Further information is available in Western Water’s Customer guide to building over an easement or asset, which can be downloaded from Western Water’s website. The consent of Western Water to build over or near a Western Water asset applies regardless of whether there is a registered easement on the title to the land in favour of Western Water.
8. Reference Material

The following references provide guidelines for developers and consultants, and support the information contained in this manual. The relevant adopted, updated or amended legislation, regulation, guideline or document should be referred to.

- **Subdivision Act 1988**
- **Subdivision (Procedures) Regulation 1989**
- **Owners Corporation Act 2006**
- **Water Act 1989**
- **Planning and Environment Act 1987**
- **Environment Protection Act 1970**
- **Environment Protection and Biodiversity Conservation Act 1999**
- **Aboriginal Heritage Act 2006**
- **Occupational Health and Safety Act 2004 and associated regulations**
- **Equipment (Public Safety) Act 1994**
- **Dangerous Goods Act 1985**
- **WSA 01-2004 WSAA Polyethylene Pipeline Code Version 3.1**
- **WSA 02-2014-3.1 WSAA Sewerage Code of Australia MRWA Edition Version 2 and associated Western Water Supplementary Information**
- **WSA 03-2011-3.1 WSAA Water Supply Code of Australia MRWA Edition Version 2 and associated Western Water Supplementary Information**
- **WSA 04-2005 WSAA Sewage Pumping Station Code of Australia Version 2.1 and associated Western Water Supplementary Information**
- **WSA 05-2013 WSAA Conduit Inspection Reporting Code of Australia Version 3.1**
- **WSA 07-2007 WSAA Pressure Sewerage Code of Australia Version 1.1 and associated Western Water Supplementary Information**
- **AS/NZS 3500.2.2 – National Plumbing and Drainage**
- **AS/NZS ISO 9001 - Quality Management Systems**
- **AS/NZS ISO 14001 - Environmental Management System**
- **Western Water Guide to New Customer Contributions**
- **Western Water Class A Recycled Water Developer Guidelines**
- **Western Water Trade Waste Customer Charter**
- **Western Water Trade Waste Acceptance Criteria**
- **Western Water Trade Waste Guidelines**
- **Western Water Metering and servicing guide**
- **Western Water Customer guide to building over an easement or asset**
- **Western Water Reimbursements Policy**