

AGREEMENT FOR CONNECTION TO THE DUTTON WAY SEWERAGE SYSTEM

BETWEEN

**WANNON REGION WATER CORPORATION
("WANNON WATER")**

AND

.....
(THE "PROPERTY OWNER")

FOR THE PROPERTY SITUATED AT:

PROPERTY ADDRESS:.....

TITLE DESCRIPTION:.....

PART A – INSTALLATION AND MAINTENANCE OF SEWERAGE SYSTEM**1 Wannon Water**

- 1.1 Wannon Water is responsible for the sewerage works up to and including the property boundary kit.

2 Property Owner

- 2.1 The Property Owner is responsible for installation of the sewerage system from the inlet of the property boundary kit ("the Sewerage System").
- 2.2 Where the property did not make a contribution to the Dutton Way Sewerage Scheme the Property Owner is additionally responsible for installation of the property service line between Wannon Water's pressure sewer up to and including the property boundary kit.
- 2.3 The Property Owner is responsible for ensuring that components of the Sewerage System from the inlet of the property boundary kit comply with the *Plumbing Code of Australia 2004 (AS3500)*.
- 2.4 Except where Wannon Water has maintenance responsibilities in accordance with Part C of this Agreement, the Property Owner is responsible for all parts of the Sewerage System including the maintenance, repair and replacement of any part of the Sewerage System.

PART B – GENERAL**3 Sewerage System Requirements**

- 3.1 Grinder pump is required to be capable of pumping to at least 56 metres head.
- 3.2 Flow rate must be between 0.4 to 0.6 litres per second as a minimum at 56 metres head.
- 3.3 Grinder pump maximum pumping head of 80 metres.
- 3.4 Emergency storage volume within tank (above alarm level) – minimum of 560 litres.
- 3.5 Grinder pump must be capable of macerating sewage into a fine slurry.
- 3.6 Grinder pump to be fitted with adjustable over-pressure protection.
- 3.7 The Sewerage System is required to be installed in accordance with the application and drawings submitted to, and approved by, Wannon Water. Any subsequent variation is required to be approved by Wannon Water.

4 Particulars

- 4.1 The Property Owner agrees to the conditions for the operation of the Sewerage System as set out in this Agreement, the Dutton Way Sewerage System Home Owners' Manual and the operating conditions specified by the manufacturer ("the Operating Conditions").
- 4.2 The Property Owner agrees to monitor the Sewerage System to ensure that it is operating reliably and effectively and, where relevant, complies with the Operating Conditions.
- 4.3 Only sewage is to be discharged into Wannon Water's sewerage works. Wastewater other than sewage, known as trade waste, is not permitted to be discharged to Wannon Water's sewerage works unless the Property Owner has entered into a trade waste agreement with Wannon Water.
- 4.4 The Property Owner agrees to pay charges associated with discharging to Wannon Water's sewerage works that are set from time to time.
- 4.5 The Property Owner agrees to inform any prospective purchaser of the existence of this Agreement.
- 4.6 The Property Owner agrees to inform any tenant, lessee or other occupant of the property of the existence of this Agreement and their requirement to comply with same.

- 4.7 The conditions of this Agreement are in addition to the rights and obligations that apply to all other serviced properties obtaining a sewerage service from Wannon Water.
- 4.8 The provisions of Wannon Water's Customer Charter that do not apply to this Agreement are:
 - 4.8.1 Works and Maintenance – Wannon Water's maintenance obligations; and
 - 4.8.2 Works and Maintenance – Owner's maintenance obligations.

5 Conditions of Operation

- 5.1 The Property Owner is required to undertake preventative maintenance on a regular basis to ensure that the Sewerage System operates in accordance with the Operating Conditions including, but not limited to, ensuring that effluent quality does not deteriorate over time.
- 5.2 The Property Owner is required to keep a record of all maintenance undertaken on the Sewerage System and make the record available for inspection on request by Wannon Water.
- 5.3 Should Wannon Water determine that specific maintenance is required to be undertaken, the Property Owner will arrange such maintenance within 14 days of the request or other timeframe specified by Wannon Water.

PART C – GRINDER PUMP MAINTENANCE

6 Nominated Grinder Pump

- 6.1 Part C of this agreement applies where a property has a Mono InviziQ™ pressure sewer system that has been installed by a plumber Certified by Mono.

7 Property Owner Obligations

- 7.1 The Property Owner agrees to allow Wannon Water to access the property for the purposes of undertaking its obligations in accordance with this Agreement.
- 7.2 The Property Owner agrees to provide access to the grinder pump and keep it clear of obstructions to enable safe access to the grinder pump.
- 7.3 The Property Owner is responsible for all electrical works, including but not limited to the flashing light globe and audible alarm.
- 7.4 The Property Owner is not permitted to interfere with the grinder pump.
- 7.5 The Property Owner is responsible for the grinder pump where works are required as a result of the Property Owner's failure to operate the Sewerage System in accordance with the Operating Conditions.
- 7.6 The Property Owner agrees to notify Wannon Water when the grinder pump alarm is activated and the alarm does not reset within one hour.
- 7.7 The Property Owner acknowledges and agrees that where necessary, Wannon Water may replace the grinder pump and replace it with a similar grinder pump that becomes the asset of the Property Owner.

8 Wannon Water Obligations

- 8.1 Wannon Water agrees to investigate grinder pump malfunction within 24 hours upon notification.
- 8.2 Subject to the Property Owner complying with the requirements of this Agreement and subject to the Exclusions set out in this Agreement, Wannon Water will repair or replace the grinder pump at the discretion of Wannon Water.
- 8.3 Wannon Water will exercise reasonable care when accessing the property and will endeavour to leave the property in the same condition as found.

9 Exclusions

The following items are specifically excluded from Wannon Water's grinder pump maintenance obligations:

- 9.1 Maintenance, repair or replacement of the grinder pump as a result of the negligent operation or use of the Sewerage System including but not limited to allowing disposable nappies, seafood shells or other foreign objects to enter the Sewerage System.
- 9.2 Maintenance, repair or replacement of the grinder pump as a result of use of the Sewerage System inconsistent with the requirements of the Operating Conditions.
- 9.3 Maintenance, repair or replacement of the property service line from the sewage storage tank to the boundary valve kit.
- 9.4 Maintenance, repair or replacement of the sewage storage tank or any emergency sewage storage tank.
- 9.5 Maintenance, repair or replacement of the property drain.
- 9.6 Maintenance, repair or replacement of the control panel including any of the electrical components including, but not limited to, the high level mechanism used to activate the grinder pump alarm system.
- 9.7 Maintenance, repair or replacement of a grinder pump that does not meet the specifications set out in this Agreement.
- 9.8 Maintenance, repair or replacement of the grinder pump where works have not been installed in accordance with the requirements of Wannon Water or any other relevant authority.

PART D – PARTIES

EXECUTED as an agreement.

Signed for and on behalf of WANNON REGION) WATER CORPORATION ABN 94 007 404 851:))	
_____ Authorized Delegate	_____ Witnessed by:

Signed by the PROPERTY OWNER:))))	
_____ Property Owner	_____ Witnessed by: