



Gippsland  
Water

# LAND DEVELOPMENT MANUAL

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# 1 About this manual

## 1.1 Introduction

This manual sets out our policies and pricing for land development, including subdivisions, for our Gippsland Water system.

It describes the process and our requirements for landowners/developers in completing water and sewerage works to allow access to our system.

The manual applies to both subdivisions and non-subdivisional development.

The manual provides a guide for construction, quality assurance and audit processes together with the charges to be paid.

It also describes the methods of determining reimbursement when we, where appropriate, make a financial contribution for the construction of water or sewerage assets (described as shared assets).

This manual has been developed to assist engineering consultants, contractors, surveyors, developers, landowners, local councils and our personnel involved with the land development industry.

It has been prepared to help ensure those who have a role in developments understand the processes and requirements that we apply.

The manual should be read in conjunction with our other relevant policies and guidelines (see [1.3](#)) and, where applicable:

- the Developer Works Deed for the development of a specific property; and
- the Accreditation Deed for consultants and contractors.

## 1.2 Scope

The manual should be used as a guide to our requirements for most development.

Where these requirements differ due to the specifics of the development, we may vary our requirements to facilitate the particular development.

## 1.3 Related reference material

This manual should be read in conjunction with relevant legislation, regulation, and other relevant policies and guidelines. This includes but is not limited to:

### 1.3.1 Legislation

- *Aboriginal Heritage Act 2006*
- *Building Regulations 2018*
- *Building Act 1993 (Victoria)*
- *Catchment and Land Protection Act 1994*
- *Dangerous Goods Act 1985*
- *Dangerous Goods (Storage and Handling) Regulations (Victoria)*
- *Dangerous Goods (Transport by Road or Rail) Regulations 2008 (Victoria)*
- *Environment Protection Act 1970*
- *Environment Protection Act 2017 (Victoria)*
- *Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth)*
- *Environment Protection (Industrial Waste Resource) Regulations 2009*
- *Equipment (Public Safety) Act 1994 (Victoria)*
- *Flora and Fauna Guarantee Act 1988*
- *Occupational Health and Safety Act 2004 (Victoria)*
- *Occupational Health and Safety Confined Space Regulations 2007*
- *Occupational Health and Safety Regulations 2017 (Victoria)*
- *Owners Corporations Act 2006 (Victoria)*
- *Planning and Environment Act 1987 (Victoria)*
- *State Environment Protection Policy (Waters of Victoria) - EPA Victoria*
- *Subdivision Act 1988 (Victoria)*
- *Subdivision (Procedures) Regulation 2011 (Victoria)*
- *Victorian Civil and Administrative Tribunal Act 1998 (Victoria)*
- *Water Act 1989 (VIC)*
- *Water Industry Act 1994(VIC)*
- *Water (Trade Waste) Regulations 2014 – S.R. No 88/2014*
- *Water (Estimation, Supply and Sewerage) Regulations 2014 – S.R. No. 87/2014*
- *WorkSafe Victoria Compliance Code – Confined Spaces*

### 1.3.2 Standards

References relating to quality include, but are not limited to:



- AS 2865-2009 Confined Spaces
- AS/NZS 3500.2:2015 Plumbing and drainage – sanitary plumbing and drainage
- AS/ NZS 4801 - 2001 Occupational health and safety management systems - Specification with guidance for use
- AS/NZS 4801-2001 Occupational health and safety management systems
- AS/NZS ISO 9000:2016 Quality management systems – fundamentals and vocabulary
- AS/NZS ISO 9001:2016 Quality management system - requirements
- AS/NZS ISO 9004-2011 Managing for the sustained success of an organisation – A quality management approach
- AS/NZS ISO 14001:2015 - Environmental management systems
- AS/ NZS ISO 14001 - 2016 Environmental management systems - Requirements with guidance for use
- ISO 19011:2011 Guidelines for auditing management systems

### 1.3.3 Technical standards

- Gippsland Water Supplement to Gravity Sewerage Code of Australia WSA 02-2014-3.1 Melbourne Retail Water Agencies Edition Version 2.0
- Gippsland Water Supplement to Water Supply Code of Australia WSA 03-2011-3.1 Melbourne Retail Water Agencies Edition Version 3
- Gippsland Water's Development over Assets and Easements Guidelines
- Gippsland Water Drafting Specifications
- MRWA Backfill Specification 04-03.1
- MRWA Sewer Acceptance Testing Specification
- MRWA Standard Drawings
- MRWA Water Metering and Servicing Guidelines
- MRWA Water Quality Compliance Specification
- WSA 01-2004 Polyethylene Pipeline Code Version 3.1
- WSA 02-2014-3.1 Gravity Sewerage Code of Australia MELBOURNE RETAIL WATER AGENCIES (MRWA) EDITION, Version 2
- WSA 03-2011-3.1 Water Supply Code of Australia MELBOURNE RETAIL WATER AGENCIES (MRWA) EDITION Version 2.0
- WSA 04-2005 Sewage Pumping Station Code of Australia, Version 2.1
- WSA 05-2013 Conduit Inspection Reporting Code of Australia Version 3.1
- WSA 07-2007 Pressure Sewerage Code of Australia Version 1.1
- WSA 201 Manual for Selection and Application of Protective Coatings

### 1.3.4 Gippsland Water documentation

- [Price Submission 2023-28](#)
- consultant Accreditation Categories for Gippsland Water
- Gippsland Water Confined Space Entry – Standard Entry Procedure (SOP)
- Gippsland Water – Final NCC Negotiating Framework (2013)
- Gippsland Water's Schedule of Charges
- contractor Accreditation Categories for Gippsland Water
- Gippsland Water's Policy and Procedure for Capping/Terminating Sewer Property Connection
- Gippsland Water's Water and Wastewater Servicing Policy
- Gippsland Water's [Water Supply and Sewerage Easement Policy](#)
- Asbestos Cement Pipe Repair and Removal Instruction Procedure of Gippsland Water

To obtain a copy of these documents email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

### 1.3.5 Other

- Essential Services Commission – Gippsland Water Final Decision – 2023 Water Price Review
- Water Industry Regulatory Order 2014
- Gippsland Water Customer Charter

To obtain a copy of these documents email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

## 1.4 Definitions

The following definitions apply in this manual:

Item	Definition
<b>12 (1) Easement</b>	A specified easement registered on a title plan in favour of identified land property and prescribed for a purpose.
<b>12 (2) Easement</b>	An easement right created under the <i>Subdivision Act 1988</i> .
<b>Accepted or acceptable</b>	Acceptable to Gippsland Water's satisfaction.
<b>Accreditation or accredited</b>	Means the status of being an accredited consultant or accredited contractor in accordance with Gippsland Water's accreditation process in specified accreditation categories.
<b>Accreditation categories</b>	Means one or more of the categories of accreditation set out in this Land Development Manual for a consultant or contractor, as applicable.
<b>Accredited consultant</b>	Means a consultant approved as an accredited consultant by Gippsland Water.
<b>Accredited contractor</b>	Means a contractor approved as an Accredited contractor by Gippsland Water.
<b>Act</b>	Means the <i>Water Act 1989</i> .
<b>As-constructed information</b>	The information confirmed by survey describing the type, size and location of the newly completed development works.
<b>As-Constructed Information Verification Form</b>	The form lodged and signed by the consultant verifying the accuracy and correct format of the as-constructed information.

<b>As-constructed package</b>	<p>Means documents required to be prepared by the consultant and submitted (electronic and/or hard copy) to Gippsland Water specified from time to time, including via the Land Development Manual, including:</p> <ul style="list-style-type: none"> <li>• Form 4 (as constructed certification form – water &amp; wastewater agreement);</li> <li>• Form 5, as constructed asset information;</li> <li>• Electronic field notes on Gippsland Water approved field note forms;</li> <li>• Water quality test results with swabbing and/or disinfection of new/replacement water main works report;</li> <li>• Accurate and complete details of the final cost of the particular works, including but not limited to, a breakdown of all invoices relating to plant, equipment, materials, consultant's costs, contractor's costs and any subcontractor's costs, as required by Gippsland Water;</li> <li>• Pressure testing results sheet – water pipeline pressure test;</li> <li>• Gravity sewer acceptance testing results sheet – sewer pipeline pressure test;</li> <li>• Gravity sewer acceptance testing results sheet – acceptance deflection test;</li> <li>• Sewer maintenance hole/shaft acceptance vacuum testing results sheet;</li> <li>• Digital files in .PDF and .DGN or .DWG (via CD or e-mail);</li> <li>• Document transmittal sheet (via CD or e-mail);</li> <li>• Copy of registered plan showing easements over private property, where required.</li> <li>• Payment of security.</li> </ul>
<b>Asset</b>	A Gippsland Water owned asset or infrastructure including (but not limited to) any water main, sewer pipeline, pump station, water tank reservoir and all associated infrastructures.
<b>Asset transfer</b>	Means the transfer of ownership of the relevant part or all of the works for a particular development to Gippsland Water.
<b>Audit</b>	An examination of works in a particular development to determine compliance with the Developer Works Deed and other Gippsland Water requirements.
<b>Boundary realignment</b>	A minor boundary amendment to a plan of subdivision that does not increase the number of lots.
<b>Build over approval</b>	Means consent to build near, over or within easements or assets of Gippsland Water in accordance with section 148 of the Act.
<b>Business day</b>	Means a day other than a Saturday, Sunday or public holiday in Victoria.
<b>Cap</b>	Removal of connection to water main or sewer main.
<b>Catchment</b>	Area of land gravity serviced by a particular sewerage system
<b>Charges</b>	Means any fee, cost, invoice, levy or charge to be paid by the owner or the developer to Gippsland Water in respect of a development and the works.
<b>Combined drain</b>	Privately owned and maintained sanitary drains servicing one or more properties being serviced by that drain.

<b>Commissioning of the works</b>	The stage at which Works are connected to Gippsland Water's system, tested, completed and commissioned so as to make use of Gippsland Water's system.
<b>Confined Space Entry (CSE)</b>	Entry to a confined space occurs when a part of the body enters the space and there is a risk the person may be overcome or incapacitated by the conditions within the space.
<b>Connection point</b>	The intersection of Gippsland Water's asset and the private service for a lot.
<b>Consolidation (of lots)</b>	The combination of two or more lots to create a lesser number of lots.
<b>Construction requirements</b>	Construction requirements specified by Gippsland Water.
<b>Consultancy services</b>	Means all the engineering, design, superintendent, review, supervisory, audit, certification and approval services undertaken by an accredited consultant in relation to particular works.
<b>Consultant</b>	An accredited consultant.
<b>Consultant Accreditation Deed</b>	Means a deed of agreement between Gippsland Water and a consultant confirming that consultant's accreditation.
<b>Contractor</b>	An accredited contractor.
<b>Contractor Accreditation Deed</b>	Means a deed of agreement between Gippsland Water and a contractor confirming that contractor's accreditation.
<b>Contractor services</b>	All of the preparation, approvals, use of plant and equipment, materials or products, and the conduct or procuring of the works, undertaken by the contractor in respect of the works.
<b>Corporations Act</b>	Means the <i>Corporations Act 2001</i> (Cth).
<b>Council</b>	Relevant local government council.
<b>Customer charter</b>	The customer charter prepared by Gippsland Water pursuant to the ESC's requirements.
<b>Defect</b>	Means a defect in works (design or construction).
<b>Defects liability period</b>	For particular works begins on the date upon which Gippsland Water issues preliminary acceptance and continues for 12 months, unless extended for a particular development.
<b>Design</b>	The detailed engineering design of the works prepared by the consultant to the satisfaction of Gippsland Water.
<b>Design and construction forms</b>	The various forms identified in a Developer Works Deed, the Land Development Manual or required by Gippsland Water, that the consultant must complete and lodge with Gippsland Water in respect of particular works.
<b>Design package</b>	Design certification documents required by Gippsland Water to be submitted by the consultant from time to time, including as specified in the Land Development Manual, prior to the commencement of works, including: <ul style="list-style-type: none"> <li>• Form 1 – Design Verification and Application for Deed of Agreement;</li> <li>• Plan of subdivision (if any);</li> <li>• Design plans;</li> <li>• Estimated cost of construction of works (for reimbursement works only).</li> </ul>

<b>Design plan</b>	The numbered plans referred to in the particulars of a Developer Works Deed which have been designated by Gippsland Water as the design for the development.
<b>Developed lot</b>	A lot on which buildings, paving, driveways and the like have been constructed and connected to Gippsland Water assets.
<b>Developer</b>	The party so described in the particulars of a Developer Works Deed and includes any party other than the owner who is responsible for or involved in the development including via funding, a joint venture with the owner or in any other way which, in the opinion of Gippsland Water, fits the description of the developer.
<b>Developer Works Deed</b>	The deed of agreement entered into by Gippsland Water and an owner (sometimes including a developer) in relation to works for a development.
<b>Development</b>	The development of a particular property including under a Developer Works Deed particulars and includes the works.
<b>Dual occupancy</b>	Two dwellings on one lot.
<b>Easement</b>	A legal right that attaches to land or part of land (the burdened land) and allows a benefitting party to use the land in a particular manner.
<b>Eduction</b>	The process of pumping out sewage and any associated material or water and transferring it to a point of disposal.
<b>Encumbrance</b>	Gippsland Water activities affecting a property that would not be disclosed by a search at Land Victoria.
<b>End of Defects Liability Verification Form</b>	The form that is required to be lodged and signed by the consultant at the completion of the Defects Liability Period.
<b>EPA</b>	Environmental Protection Authority.
<b>ESC</b>	The Essential Services Commission, a body established under the <i>Essential Services Commission Act 2001</i> .
<b>Final acceptance</b>	Means the letter or certificate issued by Gippsland Water at the end of the defects liability period when all of Gippsland Water's requirements for the works have been met.
<b>Fronted by (water main and/or sewer)</b>	To have a water main abutting the property boundary that allows for a legal water and/or sewer connection.
<b>Gippsland Water (also 'we', 'us' and 'our')</b>	Central Gippsland Region Water Corporation (ABN 75 830 750 413) of 55 Hazelwood Road, Traralgon.
<b>Gippsland Water standards (our standards)</b>	The various design and construction standards adopted by Gippsland Water from time to time, including via the Land Development Manual, to be complied with in respect of the works, including: <ul style="list-style-type: none"> <li>• Gippsland Water supplements to the WSAA Code, including as amended by the MRWA Standards.</li> <li>• Drafting specification for drawings produced for Gippsland Water.</li> <li>• Wastewater pump station design requirements.</li> </ul>
<b>Gippsland Water standards (our standards)</b>	Additions to the various design and construction standards, including various WSAA Standards, prepared and adopted by Gippsland Water and available on its website.

<b>Gippsland Water's system (our system)</b>	The water and sewerage systems of Gippsland Water.
<b>Government agency</b>	Means: <ul style="list-style-type: none"> <li>• government or government department or other body; or</li> <li>• a governmental, semi-governmental or judicial person; or</li> <li>• an entity is charged with powers under legislation or the administration or enforcement of regulation.</li> </ul>
<b>Gravity control</b>	A sewer deep enough to enable sewerage to be discharged under gravity flow.
<b>GST</b>	The goods and services tax within the meaning of the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
<b>Infrastructure Sequencing Plan</b>	Plan setting out Gippsland Water's expectations for the timing of construction of future shared asset infrastructure in all larger towns within Gippsland Water's region.
<b>Insolvency event</b>	Means: <ul style="list-style-type: none"> <li>• in respect of a party that is a corporation: <ul style="list-style-type: none"> <li>○ a receiver, receiver and manager, trustee, other controller as defined in section 9 of the Corporations Act 2001 (Cth) or similar official is appointed over any of the assets or undertaking of the party;</li> <li>○ the party suspends payment of its debts generally;</li> <li>○ the party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act 2001 (Cth);</li> <li>○ the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;</li> <li>○ the party ceases to carry on business or threatens to cease to carry on business;</li> <li>○ a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator; or</li> <li>○ an application or order is made for the winding up or dissolution of the party or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the other party;</li> </ul> </li> <li>• in respect of a party who is an individual, the party becomes bankrupt or enters into any arrangement or composition with his or her creditors or proposes to do so.</li> </ul>
<b>Intensive audit</b>	Audits undertaken due to the unsatisfactory performance of a consultant or contractor. The performance is measured by assessing a consultant's or contractor's conformance with the quality system and Gippsland Water requirements.
<b>Internal services</b>	Water pipes or sewers owned and operated by private lot owners or owners' corporation.
<b>Key personnel</b>	The nominated employees, subcontractors or agents of a consultant or a contractor.



<b>Land Development Manual or LDM</b>	<p>This manual incorporating Gippsland Water's policies and procedures applying from time to time, relating to land development and the supply of water and sewerage services to such developments, with such document:</p> <ul style="list-style-type: none"> <li>• being available on Gippsland Water's website;</li> <li>• a copy of which is available from Gippsland Water upon request; and</li> <li>• as may be amended by Gippsland Water from time to time.</li> </ul>
<b>Live asset</b>	<p>Any pipe or other infrastructure which, at the relevant time:</p> <ul style="list-style-type: none"> <li>• is carrying water or sewage; and</li> <li>• is in operation,</li> <li>• and has not been isolated from other live assets by means of a plug, break, and other blocking device.</li> </ul>
<b>Lot</b>	<p>An area within a development that is separately titled or that is, or can be, individually serviced for water, recycled water or sewerage purposes.</p>
<b>Main</b>	<p>Any pipe vested in, belonging to, or under the control of Gippsland Water and used for conveying sewage, drinking water or recycled water.</p>
<b>Maintenance structure</b>	<p>A generic term that includes the following types of structures:</p> <ul style="list-style-type: none"> <li>• Maintenance hole – greater than 1050 mm diameter;</li> <li>• Maintenance chamber – between 450 mm and 1000 mm diameter;</li> <li>• Maintenance shaft – between 300 mm and 450 mm diameter; or</li> <li>• Inspection shaft – between 150 mm and 300 mm diameter.</li> </ul>
<b>Meter</b>	<p>Apparatus for measuring and recording the volume of water, sewage or trade waste, for a property service connection.</p>
<b>MRWA</b>	<p>Melbourne Retail Water Agency.</p>
<b>MRWA standards</b>	<p>The standards in relation to water and sewerage works, including addition and modification to the WSAA codes, adopted from time to time by the metropolitan retail water agencies.</p>
<b>Multi tenement</b>	<p>A lot where two or more separately occupiable premises exist.</p>
<b>Multi-unit development</b>	<p>Multiple dwellings on a lot or lots.</p>
<b>Near miss</b>	<p>Means an incident at a workplace that exposed a person in the immediate vicinity of the incident to an immediate risk to the person's health and safety.</p>
<b>New customer contribution or NCC</b>	<p>Has the meaning specified in 'price determination' and includes a scheduled charge or non-scheduled charge.</p>
<b>Non-scheduled charge</b>	<p>Has the meaning specified in the 'price determination'.</p>
<b>Notifiable incident</b>	<p>Has the meaning given to it under the relevant legislation and includes the death of a person, a person requiring immediate treatment as an inpatient in a hospital, a serious head or eye injury or a serious laceration.</p>
<b>OH&amp;S</b>	<p>Occupational health and safety.</p>
<b>OH&amp;S Act</b>	<p>The <i>Occupational Health and Safety Act 2004</i> (Vic).</p>



<b>OH&amp;S laws</b>	All regulatory requirements concerning OH&S, including, without limitation – <ul style="list-style-type: none"> <li>• the <i>OH&amp;S Act</i>;</li> <li>• the OH&amp;S Regulations;</li> <li>• the <i>Dangerous Goods Act 1985 (Vic)</i> and all regulations made under that Act;</li> <li>• the <i>Equipment (Public Safety) Act 1994</i> and all regulations made under that Act.</li> </ul>
<b>OH&amp;S regulations</b>	The Occupational Health and Safety Regulations 2007 (Vic).
<b>Out-of-sequence development</b>	A development where the construction of water and/or sewer infrastructure assets is required ahead of Gippsland Water’s Infrastructure Sequencing Plans.
<b>Owner</b>	Any legal entity who is the registered owner of a property.
<b>Owners corporation</b>	The entity that is created as part of a Plan of Subdivision in accordance with the <i>Owners corporations Act 2006</i> .
<b>Parent lot</b>	The lot that existed immediately prior to its subdivision.
<b>Personnel</b>	Means any employee, consultant, contractor to, or agent of, an accredited consultant or accredited contractor.
<b>Plan of subdivision</b>	The plan of subdivision of land relating to development.
<b>Planning permission</b>	Any relevant planning permit or other planning permission pursuant to a municipal planning scheme and the <i>Planning and Environment Act 1987 (Vic)</i> .
<b>Planning permit</b>	A permit under the <i>Planning and Environment Act 1987</i> for a use or development of the land.
<b>Practical acceptance</b>	Means a letter or certificate issued by Gippsland Water that, subject to the final acceptance, the consultant has certified and Gippsland Water considers, particular works have been completed in accordance with Gippsland Water requirements.
<b>Practical Acceptance Certificate</b>	A certificate issued by Gippsland Water upon practical acceptance of the works associated with a particular development.
<b>Price determination</b>	The Water Price Review Gippsland Water Determination, as approved by the ESC from time to time.
<a href="#"><u>Price submission</u></a>	Gippsland Water’s submission to the Essential Services Commission as part of their price review. This submission outlines the anticipated works, costs and services for the relevant five-year period.
<b>Primary meter</b>	A water meter that measures the total volume of water that has passed through to the secondary meters to the multi dwelling developments or separately occupiable premises on a lot.
<b>Private land</b>	Land that is not a public road, reserve, or other public land, or land owned by the owner, through which Gippsland Water’s assets will pass or be situated when the works or the development are completed.
<b>Private landowner</b>	The owner of private land.
<b>Private services</b>	Has the same meaning as internal services.
<b>Property</b>	The land for a particular Development described in a particular Developer Works Deed.

<b>Property connection sewer</b>	A section of pipe owned and maintained by Gippsland Water which connects the customer's sanitary drain to the Gippsland Water system sewerage system (sewer main).
<b>Property service pipe</b>	The water supply pipe connecting the water main of a water corporation to the outlet of any fixtures installed on a serviced lot.
<b>Qualifying cause of delay</b>	Any act, default or omission of Gippsland Water, or its consultants or agents, which directly causes a delay in the completion of the works.
<b>Quote</b>	The document outlining detailed pricing and conditions for undertaking water and wastewater works for all unit developments, commercial/industry developments and subdivisional land developments.
<b>Records</b>	Means originals and copies, in electronic or printed form, of all books, files, reports, records, correspondence, documents and other materials of or relating to or used in connection with the provision of the consultancy services or contractor services, including, any book, file, report, record, correspondence, document or material containing confidential information.
<b>Referral authority</b>	An authority or organisation that planning applications and subdivision plans are referred to pursuant to the <i>Planning and Environment Act 1987</i> and the <i>Subdivision Act 1988</i> .
<b>Regulation</b>	Any law of Victoria (including common or customary law and any equity judgment), all state and federal acts of parliament, orders, regulations, by-laws, ordinances or any other legislative or regulatory measure, and includes any subsequent amendment, modification or re-enactment of them.
<b>Reimbursement amount</b>	The amount which Gippsland Water will reimburse in respect of any reimbursement works, an estimate of which is included in the particulars of a Developer Works Deed.
<b>Reimbursement works</b>	Any part or all of the works, as specified in the particulars of a Developer Works Deed, the cost of which is subject to reimbursement by Gippsland Water.
<b>Reserve</b>	Land that is set aside for public purposes including open space, drainage, water and sewerage.
<b>Responsible authority</b>	The responsible authority under the <i>Planning and Environment Act 1987</i> .
<b>Reticulation assets</b>	Water mains that are 150mm or less in internal pipe diameter and gravity sewerage mains that are 225mm or less in internal pipe diameter, and all associated assets including: <ul style="list-style-type: none"> <li>• Water or recycled water pump stations (where the pump discharges into a water or recycled water main of 150mm diameter or less).</li> <li>• Pressure reducing valves (where connected to water or recycled water mains of 150mm diameter or less)</li> <li>• Water and recycled water tanks (where the outlet main is 150mm diameter or less).</li> <li>• 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).</li> <li>• Sewer pressure mains where the receiving gravity sewer main is less than or equal to 225mm diameter.</li> </ul>
<b>Sanitary drain</b>	Private pipelines including all fittings, conveying or intended to convey sewage or trade waste from a building or structure on a serviced property to the sewer main of a water corporation.

<b>Scheduled charge</b>	Has the meaning specified under the 'price determination'.
<b>Secondary meter</b>	A water meter connected after a primary meter used to register water used by multi dwelling developments or separately occupiable premises on a lot.
<b>Security</b>	The security (cash, bond or guarantee) to be provided to Gippsland Water for Works for a particular development in accordance with a Developer Works Deed.
<b>Separately occupiable premises</b>	A building, dwelling or unit on one title which is either occupied or could be occupied separately (see <i>Water Act 1989</i> s.259).
<b>Sewer main</b>	The pipe to which all serviced properties are connected by a sanitary drain and property connection sewer for the discharge of sewage and trade waste.
<b>Sewerage district</b>	An area approved by the Minister, where Gippsland Water exercises its sewerage functions and powers.
<b>Shared assets</b>	Water or sewerage infrastructure determined by Gippsland Water to be shared assets generally (but not exclusively) including: <ul style="list-style-type: none"> <li>• Water mains that are greater than 150mm in internal diameter gravity sewerage mains that are greater than 225mm in internal diameter;</li> <li>• Water or recycled water pump stations (where the pump discharges into a water or recycled water main greater than 150mm diameter).</li> <li>• Pressure reducing valves (where connected to water or recycled water mains greater than 150mm diameter).</li> <li>• Water and recycled water tanks (where the outlet main is greater than 150mm diameter).</li> <li>• Sewer pump stations, emergency storages and rising mains (where the gravity sewer inlet to the sewer pump station is greater than 225mm diameter).</li> <li>• Sewer pressure mains where the receiving gravity sewer main is greater than 225mm diameter.</li> </ul>
<b>Standards</b>	Includes: <ul style="list-style-type: none"> <li>• the adopted MRWA Standards;</li> <li>• WSAA Codes; and</li> <li>• the Gippsland Water standards; and</li> <li>• any other code, standard or requirement adopted by Gippsland Water and advised to the owner or consultant as applying to the works.</li> </ul>
<b>Statement of compliance</b>	The statement issued by a municipal council indicating that all conditions of a planning permit for a subdivision have been met.
<b>Subdivision</b>	The division of land into two or more lots (or a reserve), which can be sold or transferred separately.
<b>Subdivision Act</b>	The <i>Subdivision Act 1988</i> (Vic).
<b>Super lot</b>	An area of land that is intended to be subdivided into further lots.
<b>Tapping</b>	A water service pipe connecting a Gippsland Water main to a property.
<b>Two lot subdivision</b>	The subdivision of one lot into two lots.
<b>VCAT</b>	Victorian Civil and Administration Tribunal.

<b>WACC</b>	Weighted Average Cost of Capital.
<b>Water Act</b>	<i>Water Act 1989 (Vic).</i>
<b>Water district</b>	An area approved by the Minister, where Gippsland Water exercises its water functions and powers.
<b>Water main</b>	A pipe to which serviced lots are connected, including the stop valve and any fittings located at a connection between a water main and a property service pipe.
<b>Working day</b>	A calendar day exclusive of: <ul style="list-style-type: none"> <li>• Saturdays, Sundays, or any day that has been gazetted or proclaimed to be a public holiday in Victoria; and</li> <li>• Any day on which banks in Victoria are closed for business.</li> </ul>
<b>Workplace injury</b>	Means a serious injury requiring treatment from a medical practitioner but which does not constitute a notifiable incident.
<b>Works</b>	Means the water and sewerage works to be designed and constructed for the supply of water, recycled water (where applicable) and sewerage services for a particular development intended to be transferred or vested in Gippsland Water.
<b>Works contract</b>	Means a contract between the owner and an accredited contractor under which the contractor is engaged to construct works for a particular development.
<b>WSAA</b>	Means the Water Services Association of Australia.
<b>WSAA codes</b>	Means the codes and industry standards prepared by the WSAA.

## 1.5 Review mechanisms

There are statutory review rights with respect to:

- Connections (which can include conditions imposed by us with respect to such connections, see section 145 of the *Water Act*;
- Charges, see section 271 of the *Water Act*.

However, if there is an objection in respect to either matter, we will first try to resolve the matter in consultation with the owner and developer.

In the first instance, any objections should be directed to our Team Leader Land Development. If the objection cannot be satisfactorily resolved it will be escalated to the Manager Property Services and subsequently the General Manager Commercial Business.

If a satisfactory resolution has still not been achieved, there are various rights to refer the matter to VCAT.

In the interest of minimising disputes before VCAT, the ESC may (on a request from us or the person appealing its decision) provide non-binding advice.

## 1.6 Business direction

Our core undertaking is to supply water and wastewater services to residential, commercial and industrial customers across central Gippsland. Our Corporate Plan sets out our business direction for the next five years. The latest [Corporate Plan](#) is available on our website.

### 1.6.1 Our vision

We take pride in partnering with the community in providing quality water and waste services so we can enjoy a healthy and sustainable Gippsland for generations to come.

### 1.6.2 Our values

- **Safety and wellbeing – ‘Go home safe’**  
The safety and wellbeing of our employees and community is our priority. Always.
- **Customer focussed – ‘Customer first’**  
Customer are at the heart of everything we do.
- **Accountability – ‘Make it happen’**  
We each take ownership and deliver what we say.
- **Collaboration – ‘Working together’**  
We work in partnership with our colleagues, customers and stakeholders.
- **Innovation – ‘Clever solutions’**  
We challenge our thinking, learn and embrace change.
- **Integrity and respect – ‘Treat others as we wish to be treated’**  
We are transparent, honest, inclusive, and treat people fairly.

### 1.6.3 Customer values

Our customer values were developed as part of our pricing submission engagement. Customers identified six priority outcomes for us to achieve and these were incorporated into our [2023-28 Price Submission](#), they are:

- Be affordable and fair
- Do your job well
- Be easy to deal with
- Be involved in the community
- Be environmentally responsible, and
- Plan for the future

For each outcome, there is a set of commitments – outputs, service levels and accountabilities. These are outlined in the Price Submission.

#### 1.6.4 Our strategic priorities

Our strategic priorities represent the highest order initiatives we will focus on in the coming five-year period.

Our strategic priorities are informed by the customer values and are reviewed and updated annually to align with our obligations as set out by the Victorian government. They are set out in our [Corporate Plan](#). The priorities are built around four strategic drivers:

- Health country
- Climate preparedness
- Affordable bills
- Future solutions

## 2 Gippsland Water requirements and policies

### 2.1 General principles for water servicing requirements

#### 2.1.1 Water connection

Within the boundaries of the *Water Act 1989*, each lot or separately occupiable premises within the water district and appropriately zoned, is required to have a water service installed.

A New Customer Contribution applies for any new lot, any non-tariffed existing lot or separate occupancy that can be connected to Gippsland Water's water supply.

Gippsland Water will allow a connection to a water main, where the property or common property is;

- fronted by a water main, and
- the water main is allowed to have a tapping in accordance with Gippsland Water's Water Supply Code Supplement (COR/14/107091) (to obtain a copy of this document email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)) Section 6.2 Transfer and distribution mains or
- Meets Gippsland Water's NPV Matrix Spreadsheet (COR/13/20863) (to obtain a copy of this document email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)) outlining water main extension viability cost v benefit. When extended the water main is to, at a minimum, front the lot to be serviced.

**AND** either of

- within a Gazetted Water District; or
- where a property is not within a Gazetted Water District, then Gippsland Water will consider the following;
  - The capacity of the reticulation system;
  - The commercial benefit of allowing the connection;
  - The additional maintenance costs of the connection;
  - the property is within an appropriate planning zone, or
  - the property is located in an area currently identified by Gippsland Water for extension of their existing Water Districts or creation of a new Water District, or
  - Gippsland Water has considered the benefits to the customer and community and determined the connection to be acceptable

- If permitting the connection outside a Gazetted Water District, then Gippsland Water will only allow a connection subject to the terms of a Water Supply Agreement under the *Water Act 1989*.

### 2.1.2 Water main extension or upgrade required

Where a reticulated water main does not front a lot and it has been determined the property should be connected, the existing water main will be extended to front the lot in accordance with the Water Supply Code of Australia currently used by Gippsland Water and its associated addendum at the owner's cost. Construction or extension of private water mains is not permitted (see Gippsland Water's Private Water Supply Services Policy COR/02/22770, to obtain a copy of this document email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)).

Where a reticulated water main exists and is not constructed in accordance with the Water Supply Code of Australia currently used by Gippsland Water and its associated Addendum, upgrading the water main to current standards may be requested by Gippsland Water at the owner's cost. The ability of the existing water main to service the additional development without any impact on Gippsland Water's existing assets and existing customers will determine if the upgrade is required and will be determined by Gippsland Water's Property Services Team (based on advice from the Infrastructure Planning Group).

### 2.1.3 Water services cross boundaries

Where development takes place and internal water services cross property boundaries, the existing service must be disconnected at the property boundary and new connections provided to the extended water main as required (see Gippsland Water's Private Water Supply Services Policy COR/02/22770, to obtain a copy of this document email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)).

### 2.1.4 Water services metering

All connections to Gippsland Water's mains must be metered. Metering of all connections will either be at construction or subdivision if buildings are existing. Supply and installation of all meters is the responsibility of Gippsland Water. All associated costs are the responsibility of the owner.

### 2.1.5 Water services capping

Where required to cap the property service pipe, Gippsland Water's primary position will be that it must be capped at the main (ferrule).



### 2.1.6 Water services quotations

Gippsland Water generally will not prepare connection quotations for servicing developments without planning approval (endorsed plans) from the relevant Council.

### 2.1.7 Water servicing requirements – residential lots – new subdivisions

Gippsland Water requires each lot to have a separate tapping to the water main. A property service pipe must be provided. Where a reticulated water main does not front a lot, refer to [2.1.2](#).

Large lots that can be further developed eg: balance lots or medium density lots, are not required to be provided water tapplings.

### 2.1.8 Water servicing requirements – residential lots – owners corporation subdivisions (includes existing dwellings/units)

Gippsland Water will allow one tapping point for owners corporation subdivisions (see exceptions below). a primary meter must be provided for owners corporation subdivisions within 0.5 to 2.0 metres of the title boundary as per Gippsland Water's standard drawing number A3-59295. This meter must be located within the common property or an area where meter reading can easily occur.

The drawing A3-59295 can be accessed on our website.

All dwellings/units must be individually metered via secondary water meters. All secondary water meters should be within the common property and accessible at all times for meter reading.

### Exceptions

- Where there is an existing dwelling being retained as part of a two lot subdivision, and the current water meter servicing the dwelling remains in its current location and is in the dwellings new lot, a separate tapping within the common property is acceptable to service the remaining lot. In this instance, primary and secondary meters are not required.
- In the case of common property subdivisions that create a lot(s) that do not form part of the Owners Corporation Schedule, that lot(s) should be separately serviced with its own tapping. All other lots which form part of the owners corporation will be part of a primary and secondary meter installation.

In the case of subdivisions that create vacant lots behind developed lots, the property service pipe must be constructed to the new lot boundaries before a consent to the issue Statement of Compliance is issued. This is additional to Section 12(1) or 12(2)

easements under the *Subdivision Act 1988* requirement, and is imposed in order to reduce the possibility of neighbourhood disputes relating to gaining access to construct private services at a future date.

Where proposed units are existing buildings, the requirement for separate meters at a multi meter assembly, will be based on a case-by-case assessment conducted by Gippsland Water' Property Services Team. In making this assessment, Gippsland Water will have regard to the practicality of modifying existing plumbing pipework, common taps, the impact on structural integrity of the existing building, and the risk of interface and/or damage to other existing utility services within the building structure.

Owners corporation rules must be provided that vest the responsibility of the internal pipework with the owners corporation.

#### 2.1.9 Water servicing requirements – commercial and industrial new subdivision (including owner's corporation subdivisions)

Gippsland Water requires each lot to be fronted by a water main. Individual pre tappings and property service pipes are not required due to the unknown water requirements of the future development.

Where a reticulated water main does not front a lot or requires upsizing, refer to 'Water main extension or upgrade required' section above.

Future property tappings to the water main must be in accordance with Gippsland Water's requirements and is at the owners cost.

In the case of owners corporation subdivisions, the common property must be fronted by a water main. Future property tapping(s) (primary metered or individual) to the water main must be in accordance with our requirements and is at the owners cost.

#### 2.1.10 Water servicing requirements – multi tenement/ retirement/lifestyle villages – new construction

Gippsland Water will allow one tapping to the water main for multi tenement development. A primary meter must be provided within 0.5 to 2.0 metres of the front title boundary on common property or an area where meter reading can easily occur. All separately occupiable premises must be individually metered with secondary meters, located in an area where meter reading can easily occur and is accessible at all times.

Alternatively, all secondary meters must be located off a single stop tap on a multi-meter manifold assembly, within 0.5 to 2.0 metres of the front title boundary for owners

corporations where no common property exists. Where a reticulated water main does not front a lot, refer to 'Water main extension or upgrade required' section above.

Owners corporation rules must be provided that vest the responsibility of the internal pipework with the owners corporation.

New customer contributions will apply for each separately occupiable dwelling.

#### 2.1.11 Water servicing requirements – multi tenement – existing buildings

Where buildings exist that are serviced by a primary meter and no secondary meters are fitted, owners of separately occupiable premises may apply to Gippsland Water to have their lot/dwelling individually metered.

All costs associated with the application and the fitting of the secondary meters are the responsibility of the owner. The individually metered premises will be charged the volumetric use read on their meter and this read will be deducted from the primary meter. The remaining separately occupiable premises will pay an equal share of the balance read on the primary meter.

#### 2.1.12 Water servicing requirements – caravan park – new construction

Where the relevant Council has rated a property as a caravan park and classified construction as portable homes within the development, only one tapping to the water main will be permitted. A primary meter is required. Installation of secondary meters may be required where permanent structures are evident that appear to be long term dwellings (for example, permanent cabins/residences and permanent seasonal cabins with long term tenants/owners but excluding vans and annexes) or where the owners/operators request secondary meters. New customer contribution charges will apply to all separately metered dwellings.

## 2.2 General principles for sewer servicing requirements

### 2.2.1 Sewer connection

Within the boundaries of the *Water Act 1989*, each lot or separately occupiable premises within the sewer district and appropriately zoned is to have a property connection sewer provided to the sewer main in accordance with the Water Services Association of Australia Sewer Reticulation Code of Australia currently used by Gippsland Water and its associated addendum, at the owners cost.

Dispensation may be given for properties in accordance to the Dispensation to Sewerage Servicing section of this policy.

A New Customer Contribution applies for any new lot, any non-tariffed existing lot or separate occupancy that can be separately serviced by Gippsland Water's works.

Gippsland Water will allow connection to a sewer main where the property is;

- Adjacent to a reticulated sewer main, within a Gazetted Sewer District and appropriately zoned; and
  - considerations of capacity in the sewer system,
  - Lot Control can be achieved to Gippsland Water's minimum requirements; or
  - the property is located in an area currently identified by Gippsland Water for extension of their existing sewer districts or creation of a new sewer district.

### 2.2.2 Sewer main extension or upgrade required

Where a reticulated sewer main is not adjacent to a lot, the sewerage asset will be extended to service each lot in accordance with the Water Services Association of Australia Sewer Reticulation Code of Australia currently used by Gippsland Water and its associated addendum, at the owners cost.

Where existing sewer mains do not accord with the Water Services Association of Australia Sewer Reticulation Code of Australia currently used by Gippsland Water and its associated addendum, upgrading the sewer asset to current standards may be requested by Gippsland Water at the owner's cost. The ability of the existing sewer main to service the additional development without any impact on Gippsland Water's existing assets and existing customers will determine if the upgrade is required and will be determined by Gippsland Water's Property Services Team.

### 2.2.3 Sewer services lot control

Gippsland Water's primary position is that the sewer shall command the whole area of the property in accordance with the Water Services Association of Australia Sewer Reticulation Code of Australia currently used by Gippsland Water and its associated addendum.

Where full lot control is not possible, and the developer can adequately demonstrate to Gippsland Water that this is a reasonable community outcome, design drawings shall nominate lots where partial lot service is provided and must be approved by Gippsland Water's Property Services Team. A restriction/building envelope must be placed on the plan of subdivision defining the area of partial lot control. A notice shall be placed on the

information statement issued for the property by Gippsland Water, advising prospective purchasers of the limited service.

Also refer to [Sewer serviced area requirements – Existing allotments \(all zonings\) – pumped discharge](#) and [Sewer serviced area requirements – new development \(appropriate zonings\) – temporary pumped discharge](#) sections of this policy.

#### 2.2.4 Sewer services cross boundaries

Where an existing sewer service crosses proposed property boundaries, the service will be required to be disconnected at the property boundary and a new connection provided to the extended sewer main.

#### 2.2.5 Sewer services capping

Where required to cap the property connection sewer, it will be capped in accordance with Gippsland Water's Policy and Procedure for Capping/Terminating Sewer Property Connection Points (COR/15/39446& COR/15/39448). To obtain a copy of these documents email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

#### 2.2.6 Sewer services quotations

Gippsland Water generally will not prepare connection quotations for servicing developments without planning approval (endorsed plans) from the relevant Council.

#### 2.2.7 Sewer servicing requirements – residential lots – new subdivisions

Gippsland Water requires each separate lot to have a property connection sewer provided to the sewer main. Where a reticulated sewer main does not front a lot, refer to 'Sewer main extension or upgrade required' section above.

#### 2.2.8 Sewer servicing requirements – residential lots – two lot subdivisions

We require each separate lot to have a property connection sewer provided to the sewer main.

Where one lot does not front a sewer main and where we deem that a sewer main extension is not required to service any future lots or subdivisions, a property connection sewer or spur branch can be utilised in accordance with MRWA drawing MRWA-S-104A. Where spur branches are located in private property, the spur branch and their property connections must have reasonable access and be covered by easements. Easements in our favour are required in accordance with our [Water Supply and Sewerage Easement Policy](#).

Spur branches require specific approval by our Property Services team. Spur branches in combination with the longest property connection must also be less than 25 metres in length as per drawing MRWA-S-104A. We will not consent to the construction of a spur branch within a road reserve.

Property connection sewers or spur branch easements:

- May only be utilised for two-lot subdivisions without common property; and
- Where a spur branch is used each lot size does not exceed 1,000m<sup>2</sup> connections – up to 4 units in total) as per Drawing MRWA-S-104A; and
- Easements are to be a minimum of two metres wide; and
- Where practicable, must be located along a title boundary; and
- Must be registered on the Plan of Subdivision in favour of Central Gippsland Region Water Corporation.

The spur branch will require replacement with a reticulation sewer main if further development is required in the future to increase the number of units or further subdivide the land.

In the case of subdivisions that create vacant lots behind existing developed lots (eg: dual occupancy), the sanitary sewer drain must be constructed to the new lot boundaries before we consent to the issue of a Statement of Compliance by council.

### 2.2.9 Sewer servicing requirements – owners corporation subdivisions

We will allow one property connection and sanitary sewer drain for owners corporation subdivisions, up to 10 lots/units for a DN100 pipe, where a property connection sewer has adequate capacity (see exception below). For connections greater than 10 lots refer to MRWA-S-104a.

### 2.2.10 Sewer servicing requirements – owners corporation subdivisions

Gippsland Water will allow one property connection sewer for owners corporation subdivisions, up to 10 lots/units for a DN100 pipe, where property connection sewer has adequate capacity (see exception below). For connection to greater than 10 lots refer to MRWA-S-104a.

#### Exception

In the case of common property subdivisions that create a lot(s) that do not form part of the Owners Corporation Schedule, that lot(s) should be separately serviced via its own property connection sewer. All other lots which form part of the owners corporation will share one property connection sewer and combined drain where capacity allows.

Property connection sewer points and Section 12(2) Easement under the *Subdivision Act 1988* must be provided where required.

Owners corporation rules must be provided that vest the responsibility of the internal sanitary drain with the owners corporation.

We have no powers within the owners corporation and no responsibility or control over internal combined/shared sanitary drains. Maintenance of combined/shared sanitary drains from household fixtures servicing the property, up to the property connection sewer point, is the responsibility of the owners corporation (as noted in our Customer Charter).

In the case of subdivisions that create vacant lots behind developed lots (eg: dual occupancy), the sanitary drain must be constructed to the new lot boundaries for us to consent to the issue of a Statement of Compliance by council. This is additional to 12(2) easement (under the *Subdivision Act 1988*) requirement and is imposed in order to reduce the possibility of neighbourhood disputes relating to gaining access to construct private services at a future date.

#### 2.2.11 Sewer servicing requirements – commercial and industrial

We require each separate lot to have a property connection sewer provided to the sewer main. Where a reticulated sewer main does not front a lot, refer to ‘Sewer main extension or upgrade required’ section of this manual.

#### 2.2.12 Sewer servicing requirements – low density residential areas (LDRZ)

Refer to LDRZ Sewer Servicing Policy COR/19/5840. To obtain a copy of this document email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

#### 2.2.13 Sewer servicing requirements – retirement/lifestyle villages/caravan park – new construction

Where the relevant Council has rated a property as a caravan park and classified construction as portable homes within a caravan park, only one property connection sewer to the sewer main will be permitted. New Customer Contributions and separately occupiable tariffs will apply where permanent structures are evident that appear to be long term dwellings (for example, permanent cabins/residences and permanent seasonal cabins with long term tenants/owners but excluding vans and annexes).

Additional property connection sewer’s may be permitted, subject to approval by Gippsland Water’s Property Services Team.

Additional property connection sewers may be permitted, subject to our approval.

### 2.2.14 Sewer serviced area requirements – existing allotments (all zonings) – pumped discharge

Existing lots that cannot achieve 100% serviced area gravity lot control may, subject to our approval, utilise pumped discharge.

Where permitted, pumping shall only be used where it is not possible to gravitate to a property connection sewer or future planned property connection sewer's and is subject to the following conditions:

- System capability of the sewer main can sustain the additional connection.
- Existing lot cannot be further subdivided.
- Submission of a written report and plan from a Gippsland Water accredited design consultant confirming location of proposed property connection sewer and serviced area.
- Sewage must be able to gravitate from the interface point (extended sanitary works) as per drawings MRWA-S-302, MRWA-S-303, MRWA-S-304 and Figure 1 in our Supplement to WSA 02-2014-3.1 MRWA Edition Version 2. The property connection sewer and works to be constructed in accordance with WSAA Sewerage Code of Australia and Gippsland Water's codes and Supplement.
- Any property connection sewer in excess of 25 metres in length must be built in accordance with Water Services Association of Australia Sewer Reticulation Code of Australia currently used by Gippsland Water and its associated addendums and not the AS 3500.

### 2.2.15 Sewer serviced area requirements – new development (appropriate zonings) – temporary pumped discharge

In specific situations, where land that is appropriately zoned for development cannot achieve 100% serviced area lot control, may, subject to our Property Service team's approval, utilise temporary pumped discharge.

Where permitted, temporary pumped discharge shall only be used where it is not possible to gravitate to an existing property connection sewer, but there is future planned property connection sewer's available within an acceptable period. In this situation, the temporary pumped discharge will be allowed where an appropriate long term gravity solution can be demonstrated and an appropriate transition plan is documented, including construction of a section of sewer main (dry gravity sewer) . A formal agreement for Gippsland Water to accept this pumped sewer discharge may be required. This agreement will require the following issues to be mitigated:



- Pumped discharge arrangements will be the responsibility of the owner/s at all times;
- Any solution must meet whole of life cost neutrality (our costs versus income);
- The solution must not expose us to technical, environmental or commercial risks;
- The solution must be transparent to future property owners;
- The solution must include a recovery/transition plan to gravity when this becomes available in the future; and
- The solution must include construction of dry gravity sewer and sewer connection point/s for the developed lots.

The arrangement will be subject to the following conditions:

- The system capability of the existing sewer main can sustain the additional connections; and
- The property cannot be further subdivided during the time when the temporary pumped discharge is in operation.
- Submission of a written report and design plan from a Gippsland Water accredited design consultant confirming location of proposed property connection sewer, serviced area and plans for dry gravity sewer and transition arrangements are included.
- Construction of dry gravity sewer and sewer connection points for the developed lots. Construction of the dry gravity sewer will be managed under a Developer Works Deed and as a condition for the planning permit application. Consent to statement of compliance will not be provided until these works are completed.

The temporary pumped discharge arrangement must be able to gravitate from the interface point (extended sanitary works) as per drawing MRWA-S-301 and [our Supplement to WSA 02-2014-3.1](#), Section 4 Amendments to MRWA Standard Drawings Figure 1 to the sewer main. The property connection sewer and works to be constructed in accordance with the Water Services Association of Australia Sewer Reticulation Code of Australia (currently used by us) and its associated supplements. Any property connection sewer in excess of 25 metres in length must be built in accordance with Water Services Association of Australia Sewer Reticulation Code of Australia and its associated supplement and not the AS 3500.

### 2.2.16 Dispensation to sewerage servicing

We may consider withdrawing the condition that reticulation sewerage is to be provided if we are advised in writing by Council it is satisfied that, in the long term, all domestic

sewerage can be adequately treated and retained within the boundaries of each lot without danger to public health or the environment, in accordance with the State Environment Protection Policy (Waters of Victoria).

In these cases, we may give notification (including within any property information statements) that this property is not serviced by our reticulation sewer.

### 2.3 New customer contribution (NCC) requirements

Our [2023-28 Price Submission](#) to the Essential Services Commission (ESC) and the ESC's final decision specifies the manner in which we levy New Customer Contributions (NCC) and sets out who is responsible for the payment of assets built or extended for subdivisions.

An NCC is a charge that applies to a new subdivision or separate occupancy development within some towns and localities in our service area from 1 July 2023.

The NCC applies to any subdivision or development that is issued with a Deed of Agreement or a Quote for Connection of a water and/or wastewater service from 1 July 2023.

Details of the [areas included and current charges](#) can be found on our website.

When land is subdivided, or an existing property is redeveloped, the demand on the existing water and wastewater reticulation systems increases. Infrastructure needs to be built or augmented to meet this demand. NCCs recover part of the cost of constructing permanent works such as storages, pumping stations, treatment plants, water distribution mains and outfall sewers. To cover this, an NCC will apply to each additional lot created by a subdivision, including owners corporation subdivisions, multi-unit and dual occupancy developments that are separately titled or are, or can be, individually metered or considered separately occupiable.

NCC charges are payable when a developer wants a Statement of Compliance for their subdivision or when a connection application is requested. Examples of NCCs are listed below. Further examples are on our website.

#### Example NCC charges

Example 1, residential development, where eight new lots have been created (regardless of size) and the existing property is not billed by us, and the NCC is for example \$5000:

- Water                      \$5000 x 8 lots = \$40,000

- Wastewater \$5000 x 8 lots = \$40,000

This example changes where an existing property is already connected. A developer is entitled to a credit of one NCC charge for any existing properties that are connected to water and or wastewater services, or receives a bill from us and form part of the subdivision or development.

Example 2, residential development, where eight new lots have been created (regardless of size), and the existing property is connected and receives a bill from us.

- Water \$5000 x 8 less one NCC = \$35,000
- Wastewater \$5000 x 8 less one NCC = \$35,000

### 2.3.1 Responsibilities

This section describes our and the owner/developer responsibilities in accordance with the New Customer Contributions Negotiating Framework.

Essentially, the framework provides:

- Reticulation assets are to be vested to us but fully funded by the connection applicant or the developer.
- We may reimburse in part or in full the cost of shared assets. This will be done in accordance with a negotiated NCC.
- All assets, whether reticulation or shared assets, are vested/transferred/gifted to us upon Practical Acceptance of the Works.
- Developers are responsible for the financing costs associated with bringing forward the provision of shared assets. The full Negotiating Framework is in the Appendix B.

### 2.3.2 Negotiated new customer contribution – shared assets

A negotiated NCC may arise where an application involves the construction of new, or the modification of existing, shared assets. A negotiated NCC will consist of both the standard NCC and any financing costs for bringing forward works associated with the application, subject to the regulatory instruments in place at that time.

Any financing costs will be determined from our Infrastructure Sequencing Plan (ISP). The negotiated NCC will be calculated in accordance with our Negotiating Framework.

The sequencing of future water and sewer shared infrastructure developments for the larger towns of our service region will be based on a set of [Infrastructure Sequence Plans \(ISP\)](#). These plans are updated at the start of each financial year.

### 2.3.3 Incremental financing costs

Incremental financing costs may be charged where we are required to provide shared assets-sooner than planned in our ISP.

The incremental financing cost will be calculated using the formula in the NCC Negotiation Framework (included in [Appendix B](#)).

If applicable for a development, the percentage rate of reimbursement contribution will be set out in the Schedule 10 – Reimbursement of the Developer Works Deed. This rate of our reimbursement will be based on the Incremental Financing Cost paid by the developer based on how many years the shared asset is out of sequence.

We will reimburse the contribution of the shared asset to the developer upon Practical Acceptance of the works.

## 2.4 Subdivisions

Applications for a planning permit to subdivide land will be referred to us. We will assess each application to determine what conditions are necessary to meet its requirements.

These requirements describe the potential requirements where our services (water and/or sewer) are to be provided to land that is to be subdivided under the *Planning and Environment Act* and *Subdivision Act* (including boundary realignments).

Subdivisions can be classified as follows:

- Residential subdivisions that do not involve an owners corporation\*: these are dealt with at [2.4.1](#);
- Industrial and commercial subdivisions that do not involve an owners corporation: these are dealt with at [3](#); or
- Subdivisions involving an owners corporation: these are dealt with at [2.4.2](#).

Some requirements apply to all three types of subdivision, for example:

- Realignment and abandonment of services, dealt with at [2.4.7](#);
- Private sanitary drains (including combined drains), dealt with at [2.4.8](#).

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\* Owners corporations used to be called body corporates.

#### 2.4.1 Residential subdivisions with no owners corporation

We require each lot to have a separate connection to our asset for reticulated water and reticulated sewerage services.

We apply the following criteria to residential subdivisions with no owners corporation:

Residential zoned land or other appropriately zoned land must be provided with reticulated water and sewerage services.

Exceptions may be considered for:

- once-only, two-lot subdivisions that are remote from the water supply and sewerage system
- super lots

A reticulated sewerage service may not be required where a local council and/or the EPA advises us in writing that it is satisfied that all domestic sewage can be adequately treated and retained within the boundaries of each lot without danger to public health or the environment.

Where a residential two-lot subdivision creates a vacant lot without direct access to our water and/or sewerage infrastructure, as a precondition we will require the construction of the length of private internal water service or sanitary sewerage drain to the boundary of the vacant lot, together with any necessary easements.

#### 2.4.2 Subdivisions with an owners corporation

When water and sewer services are required by an owners corporation subdivision the same conditions apply as for residential subdivisions. We do not, however, normally require a reticulated sewer main within the owners corporation development unless there is an opportunity for further development of adjacent land. Any required extension of the water and/or sewer is to the parent lot only, with internal sanitary drains constructed to service the subdivision.

#### 2.4.3 Industrial and commercial subdivisions

All industrial and commercial subdivisions must be provided with a reticulated water main, and sewerage main. Individual water main tapping connections points will not be provided for industrial subdivisions.

#### 2.4.4 Developments fronted by a water and/or sewer main

Developments fronted by a water and/or sewer main are serviced by a single tapping and sewer connection point except where water and/or sewers need to be installed

within the subdivision to service other developments. In these cases, the developer must install and vest in us a water and/or sewer main. The owners corporation is responsible for the maintenance, operation and replacement of the private water and sewerage services.

Requests for individual tapping and sewer connection points are assessed on a case-by-case basis.

#### 2.4.5 Developments not fronted by a water and/or sewer main

Developers must extend a water and/or sewer to the front of the development where a reticulated service is a requirement of the planning permit or otherwise. Unless we otherwise agree, the sewer to be extended must have gravity control over the discharge from each lot.

The internal services will then be provided under the same conditions as developments fronted by a water and/or sewer main.

#### 2.4.6 Subdivision of existing serviced developments (developed lots)

Existing developments can include ground level and multi-storey units. We do not require the provision of a reticulated water and sewerage service for the subdivision of existing serviced developments where these developments are serviced to current standards.

The owners corporation is responsible for the maintenance, operation and replacement of internal services.

Where necessary, an easement will need to be established for the provision of a common service. The easement must comply with section 12 (1) or 12 (2) of the *Subdivision Act*. Our [Water Supply and Sewerage Easement Policy](#) can be accessed on our website.

#### 2.4.7 Redevelopment and changes to subdivision

Where an existing water and/or sewer service needs to be realigned or abandoned because of the redevelopment or changes to the subdivision of land, the owner must pay all costs associated with such works. This includes works that are outside of the redevelopment or changes to the subdivision, if the existing water and/or sewer services are affected.

#### 2.4.8 Private services (combined drains)

In developments other than owners corporation or residential two-lot and dual occupancy, where a private water, recycled water and/or sewer service crosses property boundaries the service needs to be disconnected at the property boundary and new tapping and/or sewer connection points installed. This includes private services that are affected by the development but are outside of the development.

#### 2.4.9 Permit requirements

Planning permit conditions may address any or all of the following requirements set out below.

#### 2.4.10 Subdivision works

The owner of the subdivision will enter into an agreement with us for the design, construction, survey and supply of the as-constructed details of works necessary to supply each lot within a subdivision with a water and/or sewerage service. Water and sewer mains must also be designed and sized for a whole of catchment approach to take into account any future extensions required to service land that is external to the subdivision.

Conditions for the construction of these works will be set out in the Developer Works Deed.

#### 2.4.11 Charges, fees and contributions

Charges, fees and contributions are to be paid by the developer and will generally be set out in the particulars of the Developer Works Deed.

Charges, fees and contributions will be calculated in accordance with this manual. Our contributions for any shared assets are calculated in accordance with [2.3.2](#).

#### 2.4.12 Provision of easements

Where easements are created in a plan of subdivision the easements shall be created in favour of Central Gippsland Region Water Corporation and be described as easement for 'pipeline or ancillary purposes' pursuant to s.136 of the *Water Act 1989* (or any successor legislation).

Such easements are to be created on a Plan of Subdivision and certified by council prior to Practical Acceptance of the Works or Statement of Compliance to the subdivision.

For more information refer to the [Water Supply and Sewerage Easements Policy](#).

### 2.4.13 Protection of the environment

We are committed to protecting the environment and minimising environmental impacts over the life cycle of our products and services. We understand the importance of working closely with our stakeholders to achieve these beneficial outcomes.

As an owner of a development with the intent to provide us with an asset to operate and maintain in the future, it is expected that you will discharge your General Environmental Duty. That is, identify environmental risks at the planning, construction and operational phase of a project. Understanding these environmental risks, when designing and selecting a suitable alignment, preference must be given to avoiding environmental impacts where reasonably practicable and minimising impacts appropriately where the aspects are unavoidable.

Where sites encounter culturally or environmentally sensitive areas, the owner/developer must manage the risks appropriately, minimising any adverse impacts that may occur during construction and operational activities.

Compliance to environmental, legal and other obligations is paramount.

## 2.5 Other (non-subdivisional) development

A similar approach to subdivisional development applies when an application to extend works doesn't involve a subdivision. We will assess each application to determine the conditions necessary to meet its requirements.

Conditions may address any or all of the requirements in [2.5.1](#) to 2.5.4.

### 2.5.1 Works

The applicant will enter into a Developer Works Deed of Agreement with us for the design, construction, survey and supply of the as-constructed details of works necessary to supply each lot within the area agreed to be serviced with a water and/or sewerage service. Water and sewers mains must also be designed and sized for a whole of catchment approach to take into account any future extensions required to service land that is external to the agreed works area.

Conditions for the construction of these works will be set out in the Developer Works Deed.

### 2.5.2 Charges, fees and contributions

Charges, fees and contributions are to be paid by the developer and will generally be set out in the particulars of the Developer Works Deed.



Charges, fees and contributions will be calculated in accordance with this manual. Our contributions for any shared assets is calculated in accordance with [3](#).

### 2.5.3 Provision of easements

Where easements are created in freehold land, whether by us or a land owner, the easements shall be created in favour of Central Gippsland Region Water Corporation and be described as an easement for 'Water Supply and Sewerage Purposes' or 'Water Supply Purpose' or 'Sewerage Purpose' in accordance with the Memorandum of Common Provisions AA2378. Such easements are to be registered prior to construction of the pipeline or works.

For more information refer to our [Water Supply and Sewerage Easements Policy](#).

### 2.5.4 Protection of the environment

The requirements under [2.4.13](#) will also apply to developments under this section.

Compliance to environmental, legal and other obligations is paramount.

## 2.6 Process cost recovery requirement

We charge a fee to recover process costs for any specific activities for residential, commercial and industrial development owners. The fees are subject to review by the ESC.

The activities for which we recover process costs include Developer Works Deed fees, build over easement applications, pressure and flow applications, etc. These process costs are discussed in this section.

Most of the activities for which we recover process costs relate to applications for developer works.

### 2.6.1 Quote request application

Where existing services are already available to the subdivision, and an extension to the existing water or sewer reticulation system is not required, an application for a quote is required. (Where an extension of services is required, a developer works application is required - outlined at [2.6.2](#)).

A quote request application applies when extensions to water or sewer assets may not be required such as two-lot subdivisions, dual occupancy developments, commercial buildings, industrial buildings, multi-unit development and subdivisions with an owners corporation, but can also apply to small non-owners corporation subdivisions which have existing services available to each lot in the subdivision.

A completed quote request application must be lodged with us in order for a quote to be processed.

The [quote request application](#) can be accessed on our website.

If approved, we will issue a formal quote setting out fees or contributions that need to be paid prior to connection. This quote may also detail requirements relating to the construction of minor works, such as short water or sewer main extensions, insertion of hydrants or construction of maintenance structure.

### 2.6.2 Developer works application: Form 1 – Design Verification & Application for Gippsland Water Deed of Agreement

When an extension of our reticulated water mains and/or sewers is required to service a property under development, a developer works application, or a [Form 1](#), is required.

A developer works application must be lodged when a Developer Works Deed is entered into for the extension of our reticulated water mains and/or sewers.

The developer will be required to engage a consultant from our accredited consultants list to undertake the design, construction supervision and auditing of the necessary works. See further information at [2.9](#).

The developer will also be required to engage a contractor from our accredited contractors list who will undertake the construction of the necessary works. See further information at [2.10](#).

A comprehensive [list of our accredited consultants and contractors](#) is available on our website.

Further information about our accredited consultants and accredited contractors is provided in [4.3](#).

Further information about our requirements for developer works is provided at:

- [2.12 \(Audit requirements\)](#)
- [2.13 \(Trade waste\)](#)
- [2.14 \(Environmental policy\)](#)

Each of these requirements/policies must be complied with.

For further information on subdivisions requiring a Developer Works Application refer [4](#).

The [Developer Works Application/Form 1-Design Verification & Application for Gippsland Water Deed of Agreement](#) can be accessed on our website.

Generally, a design package is submitted along with the lodgment of a developer Works Application/ Form 1 by the consultant. Once we accept the design, a Developer Works Deed will be prepared citing all conditions and fees applicable for the development. These fees include Application Fee, Offer Acceptance Fee and a Connection Supervision Fee. These fees must be paid in full by the consultant/developer for the execution of the Developer Works Deed. A detailed description of these fees are set out in [3.2.1](#).

### 2.6.3 Random audits

For all applications involving developer works (as opposed to a quote), we may carry out random audits of the various activities undertaken during the design, construction and survey of the works to ensure ongoing requirement to our standards.

### 2.6.4 Intensive audits

An intensive audit is an audit carried out in circumstances where we are of the opinion that the quality system of the consultant, the contractor or both, has failed.

If we determine that an intensive audit is required on any or all of the design, construction or survey of the developer works, the developer must pay the applicable intensive audit fee. An intensive audit fee is also likely to be charged when a consultant is conducting their first developer works project.

Further information about fees associated with intensive audits is given in [3.2.2](#).

### 2.6.5 Feasibility information

Feasibility information is often sought from us by developers to determine the potential costs and infrastructure works associated with developing land. This information is usually requested by consultants on behalf of the developer.

The types of feasibility information provided are formed into three categories:

**Informal feasibility requests** do not require a formal written response from us 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. This advice is generally conducted through emails or by submitting the [locate assets form](#).

**General feasibility requests** require a formal written response from us 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.

**Complex feasibility requests** require a formal written response from us and will generally include detailed servicing advice requiring modelling of our water and/or sewer systems.

The type of feasibility advice we issue is dependent on the level of information provided by the developer/consultant. The more detailed the information provided, the more detailed our response can be.

Any feasibility advice requiring modelling of our water and/or sewer systems may take several weeks to complete.

#### 2.6.6 Pressure and flow information

Pressure and flow information is used in the design of fire hydrant and fire sprinkler service installations.

We will provide pressure and flow information once a pressure and flow application form together with the applicable fee is lodged. Further information about the lodgment of the application and its fees is given in [3.2.2](#).

#### 2.6.7 Build over easements

Section 148 of the *Water Act 1989* deals with 'Structures over works' and states that a person must get the consent of the corporation before carrying out any works near, under or above the respective water corporations' easements or assets. A build over easements application is required for;

- Building of a structure and/or placing any fill over an asset or an existing easement in favour of us.
- Building of a structure and/or placing any fill within 1.0m laterally or removing any physical support to any asset belonging to us.

A completed application form to build over easement/asset form together with a build over application fee must be lodged for us to consider. Approval cannot be assured. Further information about the lodgement of the application and its respective fees is given in [3.2.4](#).

## 2.6.8 Plumbing fees

### Water/sewer connections

Plumbing applications for water/sewer property connections are of the following types:

- Water and Wastewater Connection Application
- Application to Work on Existing Gippsland Water Assets (new sewer cut-ins)

Further information about the lodgement of these property connection applications and the respective fees associated with cost of works is given in [3.2.5](#).

### Water/sewer disconnections

Plumbing disconnections can be of the following three types:

- Disconnection of water services
- Disconnection of sanitary drain
- Capping/Termination of sewer point

Further information about plumbing disconnections and the respective fees associated with cost of works is given in [3.2.5](#).

## 2.7 Reimbursement

This section applies where the developer works include shared assets, in accordance with the NCC Framework (refer to [2.3.2](#)). It describes the arrangements for reimbursements.

If a reimbursement is applicable to a development, specific reimbursement details will be included in the particulars of the Developer Works Deed.

A reimbursement may apply to some percentage or all of a shared assets cost.

The developer may ask to offset the New Customer Contributions against the reimbursement amount. We will pay any balance of the reimbursement amount at either consent to Statement of Compliance and/or Practical Acceptance for the works.

If the reimbursement amount is 100%, then we will hold 5% of the reimbursement amount as the bond.

### 2.7.1 Requirements based on reimbursement amount

The following states our requirements based on the extent of reimbursements for shared assets.

### Reimbursable works up to \$50,000

To undertake developer works where the reimbursement amount is estimated to be \$50,000 or less, at least one written quotation, consistent with current market prices, from a suitable contractor is necessary.

Details of quotations are not to be disclosed to or discussed with other potential contractors.

### Reimbursable works greater than \$50,000 and less than \$500,000.

To undertake developer works where the reimbursement amount is estimated to be greater than \$50,000 and less than \$500,000, the contractor must be appointed through a process of not less than three written quotations, or an alternate process we have approved.

Details of quotations are not to be disclosed to or discussed with other potential suppliers.

### Reimbursable works greater than \$500,000

Public tenders or other approved process must be used to undertake developer works where the estimated reimbursement value exceeds \$500,000 or any other amount we specify, the contractor must be appointed through a public tender process managed by the developer or the design consultant.

Details of tenders are not to be disclosed to or discussed with other potential suppliers.

## 2.7.2 Specific requirements for works with reimbursements greater than \$50,000

The specific requirements regarding the design, tender documentation and construction will be set out in the Developer Works Deed; however the following conditions will generally apply:

The consultant is to undertake the design, contract document preparation, tendering, evaluation of tenders, and project management for the construction of the shared assets. All work shall be undertaken in a cooperative approach.

We are to have the opportunity for input through the design phase. Hold points may be set at:

- Design phase (we accept, but not approve the design)
- Tender evaluation phase (we approve contractor tender amount).

- Construction phase

Selection of the contractor is the responsibility of the consultant. We approve the contractor tender amount.

For any works where the reimbursement amount is estimated to be greater than \$50,000, the accredited consultant must submit a tender recommendation report.

A [template tender recommendation report](#) document can be accessed on our website.

### Design phase

- We are to review and comment on the design plans.
- As part of the design process the consultant shall identify all affected third parties and other authorities. To assist in the review of these documents we require copies of the conditions entered into with other property owners, West Gippsland Catchment Management, Melbourne Water, the relevant local council and other authorities (ie electricity, gas, etc.).
- Reports regarding Aboriginal, Archaeological, Cultural Heritage Management Plans and Flora and Fauna Assessments (if applicable) must be forwarded to us for review upon request.
- The engineering plans should include existing and proposed services and clearance from the proposed water/sewer mains complying with all WSAA and our supplement requirements.
- Any amendments we request to the drawings/documents are to be lodged with us for review. We will need to further review amendments and accept the design/documents to proceed with the project.
- Please note that we will generally require 45 business days for the first design audit and any subsequent audits required. The Developer Works Deed will be issued once the design audit is satisfactory. We may not audit all designs.

### Tender phase

#### **Reimbursable works greater than \$50k and less than \$500k**

- Once we have accepted the design, the consultant must obtain the three quotes from accredited contractors consistent with the reimbursement amount.
- The consultant is to provide a report detailing the breakdown and comparison of all quantities and final costs submitted by the contractors together with their recommendation as to who should be awarded the project. The calculated

reimbursement with justification for their recommendation must also be provided.

### **Reimbursable works greater than \$500,000**

Where our expenditure exceeds \$500,000, the consultant must:

- Prepare tender documentation for the project.
- We will review the tender documents to ensure correct scope and avoidance of conflicts.
- The consultant is responsible for the documentation.
- We will then load the tender information to [Buying for Victoria](#)
- The tenders will be issued to our limited list of accredited pipelayers.
- When tenders are received, the consultant will complete the evaluation, and complete the tender recommendation report.
- We will review this, primarily assessing value for money and avoidance of conflicts of interest.

Supporting the above process:

- If a consultant knows of a contractor who they wish to share the tender with, the contractor will need to apply for and receive accreditation prior to the advertising of any tender.
- The consultant is to provide us with a spreadsheet containing a breakdown and comparison of all quantities, costs and variations submitted by all contractors with a recommendation on who should be short listed for tender interview.
- The short-listed tenderers will be interviewed by the consultant. The interview process needs to be structured such that each tenderer is asked the same questions in relation to project and specific questions related to the tender documents.
- Post interviews, the consultant is to provide minutes of tender meetings (signed and agreed to by the tenderer) and a report detailing their recommendation as to who should be awarded the project and justification supporting this decision. [Tender Recommendation Report](#) can be found on our website.

### **Our approval**

- We will obtain internal approval of the reimbursement for the reimbursement works. Allow 20 business days for us to go through the internal process. Upon approval we will advise the consultant in writing of the reimbursement amount.



- Generally we will only calculate the reimbursement amount based on the lowest of the quotes provided. This applies even if the developer chooses a contractor with a higher cost estimate.
- If the developer engages a contractor whose cost estimate is not the lowest provided, and provides us acceptable justification as to why a higher reimbursement amount should be accepted, then we may agree to the higher reimbursement at our discretion.
- Where the estimated reimbursement is based on the lowest tender amount, but a different contractor is selected by the developer to complete the works, either;
  - If the actual costs do not change upon the submission of the As-Constructed Package, then the reimbursement amount will be based on the lowest cost estimate provided, or;
  - If the actual costs have increased due to variations, then the reimbursement amount will be calculated based on what the percentage was between the lowest tender amount and the tender amount accepted by the developer. This percentage will be applied to any variations we consider for reimbursement in accordance with the Developer Works Deed.
- We will calculate the actual reimbursement amount upon the submission of the As-Constructed Package by the consultant and based on the actual cost of Works. We will also reimburse design consultant costs consistent with the Infrastructure Sequence Plan reimbursement amount (percentage) outlined in the Developer Works Deed.
- The developer may only engage a contractor that has provided a quote to complete the works and is accredited with us. If the contractor is going to sub-contract the works out to another contractor, we must be informed at the time in writing.
- At the time the project is awarded all non-successful tenderers are to be advised accordingly along with the successful tender amount.
- We reserve the right to review the proposed strategy for the area should the tenderers deliver a price we do not deem acceptable.

### **Confidentiality**

- The consultant and the developer will hold in strictest confidence the confidential information of tenderers as between themselves and us and will not use any confidential information for any purpose other than for tender and tender evaluation. The consultant will be required to sign a declaration to this effect.

- The consultant and the developer will not disclose, communicate, or permit the disclosure or communication of confidential information to any other tenderer or other third person in any manner whatsoever.
- For the purposes of this clause 'confidential information' means all tenderer information received in connection with the shared asset works in any form or media, including, but not limited to, everything recording, containing, setting out or making reference to any pricing or financial data but does not include:
  - information which is, or which subsequently becomes, other than as a result of breach of confidentiality, widely known in the public domain; and
  - information which is required by law or by order of any court to be disclosed.
- The consultant and the developer will ensure that their obligations under this clause shall apply to all of their employees, agents, contractors and subcontractor contractors.
- The consultant and the developer agrees to indemnify us against all costs, liability, losses and claims incurred by us as a result of a breach of their obligations under this clause.
- The obligations in this clause shall remain in full force and effect notwithstanding that physical access to the confidential information is no longer available to the consultant or the developer or that either of them is no longer associated with Gippsland Water.

### Construction phase

- The consultant must arrange a pre-construction site meeting with us and the contractor. We will attend at our discretion. Items to be included are site induction, Job Safety Analysis/Safe Work Method Statement, Environmental Risk Assessment, Traffic Management Plan or as applicable.
- The contractor is to provide us with the following documentation for review upon request:
  - Company policies and objectives
  - System management procedures
  - Technical Procedures
  - Project personnel including subcontractor, contractors, suppliers and testing companies
  - Checklist (pre-commencement, tools inspection, induction/training procedure etc)

- Job Safety Analysis (JSA) / Safe Work Methods Statement (SWMS) (site specific)
- Site Environmental Management Plan
- Other related documentation.
- The consultant is to arrange fortnightly site meetings with us and the contractor during the entire construction/contract period, with meeting minutes to be provided shortly thereafter. Meeting minutes must include any accepted monthly progress certificate claims from the contractor.
- We are to be informed immediately should any issues regarding industrial relations, site security, OH & S, or if non-conformances occur with the contractor. A copy of the documentation is to be provided to us by the consultant for review.

### **Assessment of variations**

- The reimbursement amount will not include provisional sums.
- We must be notified within seven days of any proposed variations by the consultant becoming aware of the variation. Variations will not form part of the reimbursement unless they are approved by us in accordance with the procedure below:
  - We will approve/deny variations at the time they occur in accordance with the Developer Works Deed.
  - If we do not agree with the amount but do agree with the intent of the variation, we may temporarily approve the variation on the condition that the variation works that do occur will be closely monitored to assess time, materials etc. and a written valuation of these works will be provided on completion. We will then advise the consultant of the approved reimbursement amount.
  - If variations are not notified and agreed by us at the time we cannot authorise them and these may not be considered for reimbursement.
  - During all site meetings a standing item on the agenda must be variations. In the meeting both the consultant and contractor will need to confirm to our representative if there are any variations.

### **Reimbursement – invoice acceptance and signoff**

- Prior to our issuing a reimbursement payment, an invoice must be submitted by the consultant for consideration and (if supported) our approval.

- A Shared Asset Reimbursement acceptance & sign-off invoice must first be supported by a number of our personnel.
  - The supported invoice must then be approved based on the extent of the reimbursement amount payment by our personnel:
  - Reimbursements up to \$50,000 – Team Leader – Land Development
  - Reimbursements up to \$150,000 - Manager - Property Services
  - Reimbursements up to \$500,000 - General Manager – Commercial Business
  - Reimbursements over \$500,000 – Managing Director

Once the invoice has been accepted and signed-off as required by the above authority the reimbursement amount will be processed for payment to the developer.

## 2.8 Financial and servicing requirements

This section includes additional requirements that may apply where a Developer Works Deed is required. Such additional requirements are uncommon.

Specific servicing requirements will be included in special conditions of the Developer Works Deed.

### 2.8.1 Special works

Special works such as a water storage tank, a local treatment plant, pumping station, rising main, sewerage flow control facility, local booster disinfection plant, or a local sewage pre-treatment system may be required where they are necessary for a satisfactory supply of services to a development. Owners must install and meet the total cost of the required special works as well as the required water mains and sewers, when these special works are not upsized to support other developments.

Where special works are required to service more than one development and meet our shared asset definitions these works will be subject to reimbursement in accordance with [2.7](#).

### 2.8.2 Operation and maintenance costs

#### Temporary assets

Where temporary reticulation assets are vested in/transferred to us, an operation and maintenance fee may be charged and must be lodged as a lump sum payment.

The charge is based on an amount that will support the annual average costs of maintaining and operating the temporary reticulation assets until the permanent system is installed, up to a maximum period of 15 years.

We will determine the operation and maintenance fee based on similar sized works within its existing system.

The required operation and maintenance fee will be set out in the particular Developer Works Deed.

Where temporary reticulation assets remain under the ownership of the developer, the operation and maintenance costs of the assets must be paid by the developer until we or another developer installs permanent works, up to a maximum period of 15 years.

This may also include costs associated with education if this permitted by us. In this case the developer will be required to enter into a separate education agreement with us. Please note that education arrangements are a rare occurrence within our jurisdiction.

### 2.8.3 Maintenance

The developer must pay all maintenance costs in respect of temporary or interim (not full catchment) development works/assets incurred by us until a Final Acceptance Certificate is issued for the development works.

## 2.9 Design requirements

The responsibilities of the developer, consultant, and us in relation to the design of the developer works are set out in the Developer Works Deed.

Developers must appoint consultants to carry out the design of the developer works who are accredited in the applicable category of works set out in [4.3.1](#).

The developer works design is expected to provide the best value 'whole of life' option that provides surety of ongoing effective and efficient performance of the system.

Developer works designed and constructed must be in accordance with the standards adopted or approved by or on behalf of us.

The developer works design must include any special design parameters required by us in the Developer Works Deed for particular works. For sewerage works, unless otherwise specified in the Developer Works Deed, the design must also provide:

- sufficient capacity for the whole of catchment upstream of the development;
- gravity control of the catchment upstream of the development; and
- gravity connection point at the upstream end of the development for the catchment upstream of the development.

The owner must obtain our approval if it proposes to provide any lot with limited gravity control. Lots approved for limited gravity control need to have the area of control identified on the design plans and have a restriction placed on the Plan of Subdivision.

The consultant is responsible for coordinating the design of the works with any works, operations and services involving us. This responsibility extends to coordination with councils, other authorities and individuals that may have a direct or indirect interest in the construction and location of the proposed water supply or sewerage works. Any requirements affecting the construction methods must be included on the design drawings.

Unless otherwise specified in the Developer Works Deed or subsequently approved by us, all materials used in the developer works must be WSAA approved and be listed for approval on the MRWA product portal.

Our Approved Products List can be accessed on [Melbourne Retail Water Agency web portal](#).

Any special conditions in relation to the design of the developer works will be set out in the Developer Works Deed.

## 2.10 Construction requirements

The responsibilities of the property owner/land developer and us in relation to the developer works are set out in the Developer Works Deed.

Developers can only appoint consultants and contractors to carry out the audit activities developer works who we have accredited.

Developer works categories are set out in [4.3](#).

The following specifications can be downloaded from the [MRWA web portal](#)

- MRWA Backfill Specification 04-03.1
- MRWA Water Quality Compliance Specification
- MRWA Survey Manual

Our [documentation and forms for construction of developer works](#) can be accessed on our website.

Any special conditions in relation to construction of the developer works will be set out in the Deed Particulars of the Developer Works Deed.

### 2.10.1 Work on live assets – water supply connections

Connection to existing water mains will generally be carried out by the developer's contractor under our supervision after the mains have been isolated.

The contractor must give us 10 full business days' notice if any water main shutdowns are involved, otherwise five full business days' notice would be sufficient for live tapping.

Our Field Services dispatch team will confirm the agreed date of connection when a shutdown is involved. No works shall be performed on the asset until the agreed date of connection has been confirmed.

When connecting to larger size water mains by tapping under pressure, we may carry out work at our discretion. In this instance excavation and materials must be provided by the contractor. A recharge for our time may also be charged to the developer.

Notification of connection to our water mains must be given by lodging the [Form 3W - Application to Shutdown or Live Tap Water Reticulation Assets](#).

Completed form must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

A connection supervision fee recovers the cost of shutting down the main, notifying the affected property owners, supervision of the connection and flushing and recharging the main. The connection supervision fee does not cover the tapping for individual lots.

Water supply connection supervision fees in [2.3.1 Developer Works Deed](#).

In the case that we conduct the connection; any charges are based on actual cost. The estimated amount will be detailed in the Developer Works Deed. The actual amount will be determined when the account is finalised and will be payable prior to Practical Acceptance of the works.

### 2.10.2 Work on live assets – sewerage connections

Connection of new sewer mains to existing sewer mains are only to be carried out by accredited contractors. We require all pipe-laying companies to be accredited for working in confined spaces.

A [list of our accredited contractors](#) can be accessed on our website.

The developer or consultant must select only contractors who are accredited to work on sewer assets.

Notification of connection to our sewers must be given by lodging the [Form 3S - Application to Work On or Connect to Gippsland Water's Sewer Assets](#). No works shall be performed on the asset until the agreed date of connection has been confirmed.

Completed forms must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

We will advise the consultant via the Developer Works Deed of any special details and costs associated with connections to larger sized sewers.

### 2.10.3 Sewers and water mains servicing both sides of the street

If the developer works include water mains or sewers that are not considered shared assets but will supply or service other land, the owner/developer is responsible for arranging a cost-sharing agreement with the adjacent owners.

We will not be involved in negotiating any cost-sharing arrangements.

### 2.10.4 Temporary assets

We may allow the owner to install temporary assets to achieve a service to a development if permanent options are, at the relevant time unavailable and/or premature.

Temporary works are subject to the following:

- The cost must be met by the developer, even if the size of the asset would normally be considered a shared asset, and be constructed to the same standards as permanent assets.
- The owner may be required to pay the operation and maintenance costs of the temporary works. This includes any costs associated with the future and/or abandonment or removal of the temporary assets.
- In certain circumstances we may permit others to connect to temporary assets. Other developers in the vicinity who have not contributed to the temporary assets and who develop their land at a later date may be required to install their own temporary assets or upsize the existing temporary assets at that time.
- Developers installing temporary assets need to provide land for these works, at no cost to us.

### 2.10.5 Alteration to existing assets

If our existing assets require alteration as a result of the development, the owner must pay the actual cost of this work and engage a contractor accredited by us to perform the



works. These works should be identified during the design stage and be included in the design submission. These works will be done as part of the Developer Works Deed.

#### 2.10.6 Hydrant use and cross contamination (backflow)

The contractor must obtain our written consent to use water required for construction purposes. The [application form and the terms and conditions for the metered standpipe program](#) can be accessed on our website.

Water can only be drawn from our designated hydrant locations.

The use of potable water for construction purposes will be subject to our conditions and any water restrictions current at the time of construction.

The risks associated with cross contamination will depend on matters such as where and how hoses used to draw water are stored and, whether a standpipe is used to draw water only, or in other applications.

In this regard we require all contractors, who wish to draw water from above or below ground hydrants (fire plugs) to provide a method statement on how they propose to address the issue of cross contamination and backflow.

The contractor's nominated representative is to be approved by us prior to the commencement of works.

#### 2.10.7 Chlorination and water quality testing of mains

As part of its commitment to Hazard Analysis and Critical Control Point (HACCP) principles, we require water quality testing for newly constructed water mains. The water quality from new mains must comply with Department of Health requirements before they are put into service, ie it must be safe, clear and free from objectionable taste and odour.

All new water mains less than 225mm diameter will have to be tested to ensure compliance with MRWA Specification No. 04-02-2.1. Water mains of 225mm diameter and greater will need to be disinfected also in accordance with MRWA Specification No. 04-02-2.1. MRWA Specification No. 04-02-2.1 can be accessed on [MRWA website under 'Specs & Guidelines'](#).

The consultant or contractor must carry out the following:

- Arrange for chlorination directly with disinfection contractors approved by WSAA.

- Arrange water quality testing directly with a laboratory accredited under the Memorandum of Understanding between the National Association of Testing Authorities, Australia (NATA) and the Department of Health.
- Provide all temporary pipe work and fittings needed for any chlorination works including backflow prevention.
- Provide us at least 10 full business days' notice to arrange any shutdowns that are needed.
- Provide us with test results prior to our allowing connection to the water main.

#### 2.10.8 Water shut off period

The contractor must endeavour to minimise the duration of any planned water supply interruptions affecting customers. We have a target for planned interruptions to be completed in less than 4 hours.

The following restrictions apply for water shut-offs:

- Water main shut-offs can only be conducted on a Tuesday, Wednesday or a Thursday; and
- Water main shut-offs must be between the hours of 9am to 5pm.

#### 2.10.9 Requirements for backfilling trenches

We require the backfill and compaction of soils in excavations associated with the construction of water supply and sewerage assets to be carried out in accordance with MRWA Backfill Specification No. 04-03.1. This specification also applies to fill associated with assets constructed by tunnels, drives, shafts, bores and other trenchless technologies. MRWA Backfill Specification No. 04-03.1 can be accessed on [MRWA website](#) under 'Specs & Guidelines'.

#### 2.10.10 Additional sewer acceptance testing

Sewer acceptance testing must be in accordance with MRWA Specification No. 13-01.1:

- Acceptance Deflection Testing
- Sewer Pipeline Vacuum/Pressure Testing
- Infiltration Check

#### 2.10.11 Working on enamel external coated mild steel mains

Coal tar enamel used on some external coating of mild steel pipe may contain asbestos.

We will require any contractors undertaking works on these mains to:

- Develop and provide to us a Safe Work Method Statement and Job Safety (risk) Analysis for the specific works at least 10 business days prior to commencement;
- Possess an appropriate license to handle and remove asbestos; and
- Carry out works in accordance with the *Occupational Health and Safety Act 2004*.

The developer or consultant must ensure contractors undertaking works on these mains follow our Asbestos Cement Pipe Repair and Removal Instruction Procedure as indicated in [2.10.12](#).

### 2.10.12 Asbestos cement (AC) pipelines

The developer or consultant is to ensure contractors undertaking works involving AC pipes must do so in accordance with our [Asbestos Cement Pipe Repair and Removal Instruction Procedure](#).

## 2.11 Quality policy

We are self-certified for quality management systems. As detailed in the Developer Works Deed Standard Conditions, developers must engage only consultants and contractors that are accredited to design and/or construct the specific category of developer works.

## 2.12 Audit requirements

We may audit any activity in connection with the developer works. The developer and consultant are entirely responsible for the quality of the developer works and for the health and safety of employees during the developer works.

We will retain the right to audit quality, environmental and OHS.

Consultants and contractors must accept and facilitate our role and our representative as a quality, environmental and OHS auditor. Audits may be conducted in the consultant's or contractor's office, on the project site, or at our offices.

We may audit the consultants/contractors:

- quality management system
- safety management system
- environmental management system
- design

- construction
- survey

Continued non-conformances or failures of the consultant's or the contractor's systems detailed above may lead to suspension or termination of a consultant or contractor from the 'Accredited Consultants List' or 'Accredited Contractors List'.

Each project will be subject to a minimum base audit frequency. Additional auditing is based on our assessment of risk for each activity. This is affected by the:

- quality performance of the consultant/contractor;
- past performance of the consultant/contractor;
- design aspects of the Developer Works Deed;
- construction aspects of the Developer Works Deed;
- value of developer works, including future replacement costs;
- effect of proposed developer works on current or future works;
- consequences of failure; and
- cost and difficulty of conducting repairs.

## 2.13 Trade waste requirements

Our sewers can accept only limited amounts of trade waste in addition to normal domestic waste. Our sewer mains are regularly monitored to make sure waste is within these limits. We can refuse to accept trade waste from businesses discharging waste exceeding these limits, as our wastewater (sewage) treatment plants cannot treat wastewater with high amounts of fats, chemicals, etc. The developer must not assume that by entering into a Developer Works Deed we are committing to accept trade waste discharges into sewers.

To ensure businesses do the right thing, commercial customers are part of our Trade Waste Program. The aim of the program is to work with businesses to minimise and monitor waste discharges to the sewerage system. The *Water Act 1989* requires any business discharging trade waste to sewer to enter into a Trade Waste Agreement with us. The agreement outlines the conditions under which we will consent to the discharge of trade waste to our system. Trade waste discharges must comply with our quality and quantity standards. Owners of businesses operating in the development must apply to us for approval to discharge trade waste. We will supply details of its quality and quantity standards for trade waste at this time. The owner must notify us if any prospective purchasers intend to discharge trade waste from the development.

To learn more view our Trade Waste Policy, Trade Waste Customer Charter, Application to Discharge Trade Waste and other trade waste information documents on the [commercial trade waste](#) page of our website.

## 2.14 Environmental policy

Our [Environmental Policy](#) can be accessed on our website.

## 3 Pricing

### 3.1 Price determination

The key charges, fees and other payments contained within this manual have been approved by the ESC Pricing Determination or in accord with appropriate pricing methodology. In independently regulating costs, the ESC aims to protect the community's interest in relation to cost, reliability and quality of supply, while ensuring a sustainable and competitive utility sector into the future.

If an owner objects to charges we apply, they have a statutory right to object and we will make a decision on the objection (see section 271 of the *Water Act*).

If the owner is dissatisfied with our decision on the objection, the owner may apply to Victorian Civil and Administrative Tribunal (VCAT) for a review of our decision, on specified grounds (see subsection 271(3) of the *Water Act*).

These review and appeal rights only relate to certain of payments we require, as detailed in section 271 of the *Water Act*.

### 3.2 New Customer Contribution (NCC)

A New Customer Contribution (NCC) is a charge that applies to a new subdivision or separate occupancy development within some towns and localities in our service area. These charges will apply from 1 July 2023.

See [2.3](#) for further information on NCCs.

Information on current [NCC program charges and localities](#) is available on our website.

#### 3.2.1 Developer Works Deed fees

Developer Works Deed fees apply when a Developer Works Deed is entered into for the extension of our reticulated water mains and/or sewers. These fees are;

- Application fee
- Offer Acceptance fee
- Connection Supervision fee

These fees must be paid in full before the execution of the deed and are set out in the particular Developer Works Deed.

Application fees and Offer Acceptance fees vary based on the number of lots in a subdivision. Current fees associated with a Developer Works Deed are detailed in our [Land Development Fees](#) which can be accessed on our website.

### 3.2.2 Intensive audit fees

Intensive Audits are carried out where we are satisfied the quality system of the consultant and/or pipe layer has failed.

Fees associated with intensive audits are detailed in our [Land Development Fees](#) and can be accessed on our website.

### 3.2.3 Pressure and flows information request application fee

Pressure and flows information is used in the design of fire hydrant and fire sprinkler service installations.

[Pressure and flows information request application](#) can be accessed on our website.

Fees associated with pressure and flows information request application are detailed in our [Land Development Fees](#) and can be accessed on our website.

### 3.2.4 Build over easements application fee

An application to build a structure over works and/or easements is required under the following scenarios:

- Building of a structure and/or placing any fill (eg soil) over an existing asset or easement in our favour.
- Building of a structure and/or placing any fill, within 1.0m laterally of any of our assets.

[Build over Easements Application](#) can be accessed on our website.

Fees associated with the above application is detailed in our [Land Development Fees](#) and can be accessed on our website.

### 3.2.5 Plumbing fees (NCC) Water and sewer connection fees

Where Gippsland Water assets are available for connection, a [water and/or wastewater connection application](#) must be submitted to request the connection of services, including for the installation of water meters.

Gippsland Water charges an application fee and the scheduled 'at cost' for installation of water services and meters. Pricing is regulated by the Essential Services Commission and is reviewed every financial year.

All pipework on the property side of the water meter(s) and all sewer drainage works are undertaken by a nominated licensed plumber at owner's cost.

Where assets are not available for connection, subject to Gippsland Water's approval they are provided by accredited contractors at owner's cost.

For enquiries regarding connection fees and requirements please contact Gippsland Water's Property Connections team on (03) 5177 4648 or email:

[Propertyconnections@gippswater.com.au](mailto:Propertyconnections@gippswater.com.au)

### **Water and sewer disconnection fees**

A [water and/or wastewater disconnection application](#) must be submitted when disconnection of water and or wastewater services is required, including the removal of water meters.

Gippsland Water charges an application fee and the scheduled 'at cost' for removal of water services. Pricing is regulated by the Essential Services Commission and is reviewed every financial year.

Removal and capping of sewer drainage works is undertaken by a nominated licensed plumber at owner's cost.

For enquiries regarding disconnection fees and requirements please contact Gippsland Water's Property Connections team on (03) 5177 4648 or email:

[Propertyconnections@gippswater.com.au](mailto:Propertyconnections@gippswater.com.au)

These charges are based on our [land development fees](#).

### **3.2.6 Low pressure sewerage schemes**

There are low pressure sewerage systems that service the townships of Seaspray, Loch Sport and Coongulla/Glenmaggie.

Gippsland Water charges an application fee and the scheduled 'at cost' for installation of works. Pricing is regulated by the Essential Services Commission and is reviewed every financial year.

For enquiries regarding low pressure sewerage fees and requirements please contact Gippsland Water's Property Connections team on (03) 5177 4648 or email:

[Propertyconnections@gippswater.com.au](mailto:Propertyconnections@gippswater.com.au)



### 3.2.7 Sewerage pump station security locks

Security locks will be required for all developer works incorporating a pump station. These security locks will be charged at cost.

## 4 Quality

### 4.1 Process overview for developer works

The following flow chart is an overview of a typical process for subdivisions involving land development works.

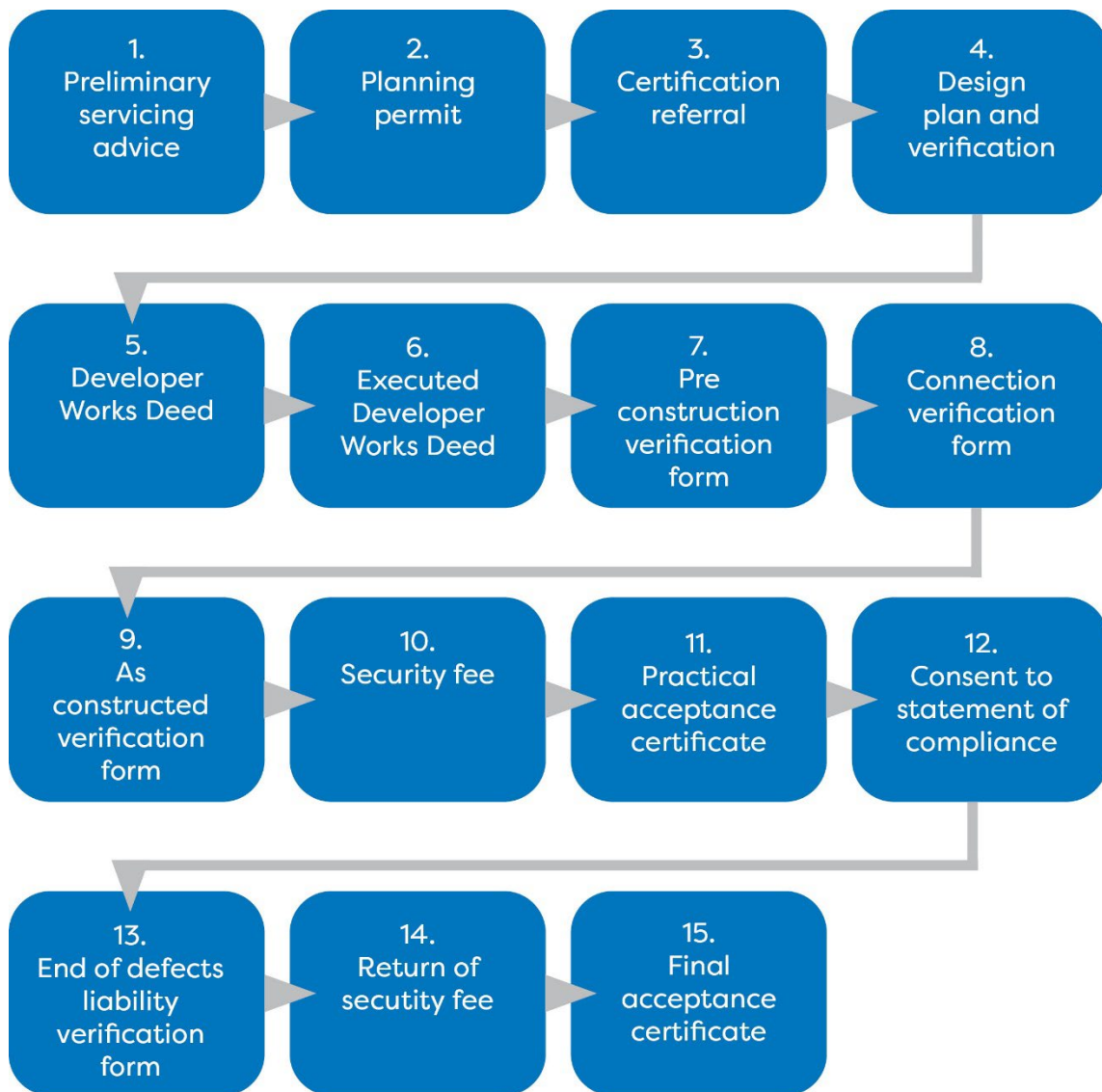


Figure 1 Typical Process for developer Works Flowchart

#### 4.1.1 Preliminary servicing advice

Preliminary servicing advice is typically requested at development concept stage or when a parcel of land is up for sale.

The detail of preliminary servicing advice we give at this stage varies dependent on the type of request made. Preliminary servicing advice generally falls into three categories -

informal, general and complex. The definitions of the types of feasibility advice are set out in [2.6.5](#).

A developer may have appointed an engineering consultant at this stage but is not required to enter into a formal agreement with us.

Information specified by us at the preliminary servicing advice stage is based on the current demands on our system, including those from other new developments and can change rapidly. Although we will take all reasonable care in preparing the information and conclusions, we will reserve the right to alter this information at any time and without giving notice of the fact.

We can't make commitments to service availability or provision until the Developer Works Deed is executed. Before then, owners and consultants can't assume the feasibility information or conclusions to be binding on us and should not make any commitments based on such.

#### 4.1.2 Planning permit

Where required the owner or their representative will submit their development proposal to the responsible (planning) authority, usually the local council, who will generally refer it to us for comment.

We will place formal conditions on the planning permit. Some conditions will require the developer to enter into a deed of agreement with us for the provision of water and/or sewer services.

Once all referral authorities have responded to the application, council will collate the conditions and consider whether to issue a planning permit.

There are two developer Works categories:

- Non-subdivisional developments
- Subdivisional developments

Conditions on the planning permit will vary based on the nature of the development whether it is subdivisional or not.

#### **Non-subdivisional developments**

A planning permit application may or may not be required, but generally a development should not proceed without our consideration. Developments not involving a subdivision where you should contact us include but are not limited to:

- Establishment of a new factory requiring water, sewer or trade waste;
- Construction of a new building, for example, unit development;
- An alteration to an existing development, for example, removal of a wall between two offices; and
- Extension of water and/or sewer mains.

Some of our conditions may be:

- Ensure nothing is constructed over water and sewer easements;
- Easements created to protect our assets;
- Trade Waste Agreements are entered into. Any business discharging trade waste must have a Trade Waste Agreement;
- Installation of a back-flow prevention device (commercial or industrial developments); and
- Provision of separate and/or combined water services and sewerage disposal connections from the existing water and sewer mains.

### Subdivisional developments

Examples of conditions we may apply to planning permit applications for subdivisional developments include:

- Payment of New Customer Contributions;
- Payment of water and/or sewer application and connection supervision fees;
- Extension of water and/or sewerage services;
- Enter into formal deed of agreement/s between the owner(s), developer, design consultant and us for the construction of works to provide water and sewerage to the individual lots;
- Install separate water services and sewerage disposal connections;
- Disconnect existing services between newly created lot boundaries;
- Have easements or reserves created over existing and/or new water and sewer assets within or external to the development;
- Provide an owners corporation schedule; and
- Provide us the plan of subdivision consent to certification.

#### 4.1.3 Design plans and verification

The consultant is required to lodge [Form 1 - Design Verification & Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services](#).

The following information is also required to be submitted at this time:

- Plan of subdivision
- Design plans in .pdf format
- Cost estimate (shared assets only)
- Retaining wall documentation if near/over our proposed assets (if applicable)
- Third party creation of easement documentation (if applicable)

The consultant engaged by the developer must be listed as an accredited consultant for the relevant categories of developer Works. Access a comprehensive [list of our accredited design consultants](#) on our website.

This form and the Developer Works Deed will set out any other additional documentation that must be lodged at this time.

Form 1, design plans and all other required documents in PDF format must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

At this stage, we may choose to conduct an audit of the design and the consultant will be informed of any observations and/or non-conformances that need to be addressed.

Should the design plans be amended after they have been submitted to us as part of the verification process, the updated design plans are to be emailed, in PDF format, to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

Notwithstanding the above, we reserve the right to conduct audits at any time during the life of the project.

### **Third party creation of easements**

Easements created in our favour by a developer over privately owned land are referred to as third party easements. Such easements are to be created in accordance with the terms and conditions of the Developer Works Deed.

Where easements are created in freehold land, the easements shall be created in favour of Central Gippsland Region Water Corporation and be described as an easement for 'Water Supply and Sewerage Purposes' or 'Water Supply Purpose' or 'Sewerage Purpose' in accordance with our Memorandum of Common Provisions AA2378. Such easements are to be registered prior to our issue of a practical acceptance of the works.

Our preferred option for the creation of third party easements is via Section 45(1) *Transfer of Land Act 1958*. A pre-filled in Section 45(1) template is available upon request.

Other options include:

- Plan for creation of easement linked to the relevant issued planning permit for the development;
- Section 35 of the *Subdivision Act 1988* (This option will involve our engaging an external legal firm with all costs being payable by the developer).

Regardless of the method used, unless we otherwise agree, all costs associated with the creation of third-party easements will be borne by the owner and/or developer. For more information view our [Water Supply and Sewerage Easement Policy](#).

#### 4.1.4 Certification referrals

Subdivisional certifications are also referred to us by the relevant council. We will respond to council by either:

- consenting to the plan
- objecting to the plan
- requesting a specified alteration

Specified alterations are generally a requirement for easements and/or land to be set aside for reserves on the Plan of Subdivision to cover our existing or proposed assets.

As the location of assets to be constructed for the development may change during construction if issues arise, we reserve the right to request additional easements and/or land to be set aside for reserves as part of the Developer Works Deed. We will not consent to compliance of the planning permit until the easements or reserves have been created over all new works.

#### 4.1.5 Developer works deed

Once the design package inclusive of all the design plans are reviewed and accepted by the developer works team, a Developer Works Deed is prepared. The Developer Works Deed outlines all of the conditions and fees applicable for development, including the respective rights and obligations of each of the parties.

We will generally issue the formal conditions within 45 business days of receiving a completed development works application form, however; due to the complexity of the servicing requirements of some developments a longer period may be required.

Construction works for water or sewer assets are not to commence prior to the Developer Works Deed being executed by all relevant parties.

#### 4.1.6 Executed developer works deed

The Developer Works Deed executed by the owner, the developer, and the consultant must be lodged with Gippsland Water, prior to the commencement of any development works.

We will execute the properly completed Developer Works Deed upon the receipt of all specified fees. Construction works are to be commenced within four months of the date of the Developer Works Deed and must be completed within 12 months or within some other period we approve in writing.

Fees other than New Customer Contributions specified in the Developer Works Deed must be paid in full prior to the execution of the Developer Works Deed.

New Customer Contributions must be paid at the time of, and as a precondition to, and consent to Statement of Compliance.

#### 4.1.7 Pre-construction verification form

The consultant is required to lodge [Form 2 - Start Works Request - Water and Wastewater Agreements](#) signed by the consultant's nominated representative and the contractor(s) at least two working days before the commencement of any development works.

The contractor engaged by the developer must be listed as an accredited contractor for the relevant categories of developer works. A comprehensive [list of our accredited contractors](#) can be accessed on our website.

The consultant will also provide a risk-based audit schedule detailing the minimum number and timing of audits that will be carried out by the consultant's representative during the construction of the development works. This audit schedule must as a minimum meet the requirements detailed in clause 57 of the Developer Works Deed Standard Conditions. The design consultant is expected to fill-in the Audit Schedule Form we supply or submit their own form. Our template is provided in [Appendix A](#) of this document.

The consultant's professional indemnity insurance and the contractor's public liability insurance in accordance with the requirements of the Developer Works Deed Standard Conditions is to be in place at this time. The consultant, owner and developer are

responsible for ensuring that the contractor has current insurances in place before works commence.

[Form 2 – Start Works Request – Water and/or Wastewater](#) and the Developer Works Deed will set out any other additional documentation that must be lodged at this time. Form 2 and all other required documents in PDF format must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au).

We will confirm that all the necessary documentation has been supplied. We may choose to conduct audits during the construction of the development works. The consultant and contractor may be informed of any observations and/or non-conformances that should be addressed.

#### 4.1.8 Connection verification forms

For development works involving connections to our sewer assets, the consultant or the contractor is required to lodge [Form 3S - Application to Work On or Connect to Gippsland Water's Sewer Assets](#) giving a minimum five working days notice.

For development works involving connections to our water reticulation assets, the consultant or the contractor is required to lodge [Form 3W - Application to Shutdown or Live Tap Water Reticulation Assets](#) giving ten and five working days' notice for shutdown and live tapping of water reticulation assets respectively. We reserve the right to increase the notice period required if the connection is considered complex and requires more planning than the standard notice periods allow.

[Form 3S – Application to Work On or Connect to Gippsland Water's Sewer Assets](#) and [Form 3W - Application to Shutdown or Live Tap Water Reticulation Assets](#) and the Developer Works Deed will set out any other additional documentation that must be lodged at this time. Forms 3S and 3W, and all other required documents in PDF format must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

We will confirm that all the necessary documentation has been supplied. We may choose to conduct audits during the construction of the development works. The consultant and contractor may be informed of any observations and/or non-conformances that need to be addressed.

#### 4.1.9 As-constructed verification form

At the completion of construction works, the consultant is required to lodge [Form 5 - Acceptance of As-Constructed Information and Verification Form Water and](#)



[Wastewater Agreement](#) along with the as-constructed package for practical acceptance of works.

The following information is required for the submission of the As-Constructed package alongside Form 5 to issue practical acceptance to works:

- Electronic copies of the as constructed asset information
- Electronic field notes on our approved field note template
- Disinfection of 'New/Replacement Water Main – Works Report' and/or water quality test results
- Copy of priced schedule of quantities including consultant fees – GST to be provided as a separate line item
- Pressure Testing Results Sheet – Water pipeline pressure test
- Gravity Sewer Acceptance Testing Results Sheet – Sewer pipeline pressure test
- Gravity Sewer Acceptance Testing Results Sheet – Acceptance deflection test
- Sewer Maintenance Hole/Shaft – Acceptance Vacuum Testing Results Sheet
- Digital file in PDF and DGN or DWG
- Document transmittal sheet
- Form 4 – As-Constructed Certification
- Copy of certificate of title showing third party easements and confirmation landowner has received a copy of the Memorandum of Common Provisions AA2378 (if applicable)
- Copy of Certified Plan of Subdivision which is in accordance with the as constructed survey

We may choose to conduct audits during the construction of the development works and the consultant and/or contractor will be informed of any issues and/or non-conformances that need to be addressed.

[Form 4 – As-Constructed Certification Form](#)

[Form 5 – Acceptance of As-Constructed Information and Verification Form](#)

Forms 4 and 5, and all other required documents must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au). We will confirm that all the necessary documentation has been supplied.

#### 4.1.10 Security fee

Requirements for the security fee will be set out in the Developer Works Deed. The security fee may be in the form of a cash deposit or an unconditional and irrevocable

bank guarantee or other form of security acceptable to us. The security fee is generally, unless otherwise stated, 5% of the actual cost of works.

A copy of the actual cost of works must be submitted with the security fee to enable us to confirm the security fee amount. The consultant's fees for the works must be a separate line item in this document. We will inform the developer in writing if we consider the security amount is insufficient.

#### 4.1.11 Practical acceptance certificate

Once we are satisfied that the development works have been satisfactorily completed, a Practical Acceptance Certificate will be issued.

Issuing of the Practical Acceptance Certificate is carried out in accordance with the procedure for Practical Acceptance as set out in the Developer Works Deed.

#### 4.1.12 Consent to statement of compliance

We will consent to the issue of a Statement of Compliance by the relevant council once all conditions of the Developer Works Deed have been met including any payment and other planning permit conditions applicable to us.

#### 4.1.13 End of defects liability verification form

At the End of Defects Liability Period, the consultant must lodge [Form 6 - End of Defects Liability Period Certification Form Water and Wastewater Agreements](#) signed by the nominated representative of the consultant.

As stated in clause 41 of the Developer Works Deed Standard Conditions, unless an alternative period has been specified, the End of Defects Liability Period is 12 months from the date that we issue the Practical Acceptance Certificate.

The consultant must arrange a suitable time to conduct a joint audit of the development works with the contractors and our nominated representatives prior to lodging the End of Defects Liability Verification Form. We will attend this audit at our discretion.

[Form 6 - End of Defects Liability Verification Form](#) and the Developer Works Deed will set out any other additional documentation that must be lodged at this time.

Form 6, and all other required documents in PDF format must be emailed to [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au)

We may conduct audits on the development works at the end of Defects Liability Period and the developer/owner, the consultant and/or contractor may be informed of any observations and will be informed of any non-conformances that need to be addressed.

#### 4.1.14 Final acceptance certificate

We will issue a Final Acceptance Certificate at the successful completion of the Defects Liability Period in accordance with the Developer Works Deed.

#### 4.1.15 Return of security fee

We will return the security fee once the Final Acceptance Certificate has been issued to the consultant.

### 4.2 Process overview for minor works

Where minor works are required on our assets, an accredited contractor may make an application, however an accredited consultant may be better placed to manage this process and submit the required as-constructed information.

Minor works can include water main tee removals, replacement tees for fire services, fire plug installation/replacements or short main extensions. Minor sewer works such as lowering manholes or short sewer main extensions are also possible via a minor works agreement.

The consultant/contractor will be required to enter into a Minor Works Deed for the following scenarios:

- Sewer main extensions (up to 10m)
- Manhole installation on existing sewer mains
- Water main extension (up to 30m)
- Tapping arm
- Fireplug re-location
- Tee removal.

The [typical process for minor works](#) can be accessed on our website.

### 4.3 Accreditation categories

Developers must engage consultants and contractors who appear on our accredited consultant and contractor lists.

The minimum accreditation requirements for consultants, contractors and their key personnel vary for each developer works category.

The accreditation categories for developer works are as follows:

#### 4.3.1 Consultants

##### Sewer

- SD1 - Reticulation/Branch Sewer  $\leq$ DN300 and  $\leq$ 5m in depth
- SD2 - Branch/Main Sewers  $>$ DN300 or  $>$ 5m in depth
- SD3 - Low Pressure Sewer Systems
- SD4 - Sewerage Pumping Station ( $\leq$  22kW) & Rising Mains
- SD5 - Sewerage Pumping Station ( $>$  22kW) & Rising Mains
- SD6 - Minor Works (Construction of maintenance structures over existing sewer mains, sewer point cut-ins, short extensions)

##### Water

- WD1 - Reticulation Water Mains  $\leq$ DN300
- WD2 - Distribution Water Mains  $>$ DN300
- WD3 - Water Supply Pumping Station & Pressure Control Systems
- WD4 - Storage Structures (20kL)
- WD5 - Minor Works (Fire plugs, fire service tees, short extensions)

The design functions, for the different category of services, covered by this accreditation scheme include hydraulic, survey, drafting, geotechnical, structural, mechanical, electrical, materials and other specialist functions required for a land development project.

Accredited consultants while undertaking these design functions will be required to:

- a) Prepare detailed design, compatible with the consultant Accreditation Agreement, Developer Works Deed and our infrastructure sequence plans and design parameters.
- b) Audit works to ensure the works are being constructed to the design.

The minimum requirements to be considered for accreditation are;

- Company profile and resume of design engineers undertaking design(s), including current status and category of works accredited for within the MRWA area
- OHS Industry Induction (Red/White Card or equivalent)
- Completion of WSAA design Assurance Training Program & obtain certificate of competency

- Confined Space Awareness
- Evidence of relevant design and audit experience for the accreditation categories requested
- Substantial participation in three previous relevant works in our accreditation categories
- Relevant TAFE/tertiary qualification with industry experience or equivalent relevant industry experience
- Supervisors Trench Safety Awareness
- Environmental Management in Civil Construction
- Copy of Certificate of Currency for Professional Indemnity (min \$1 million)
- Copy of Certificate of Currency for Public Liability (min \$10 million)
- Copy of Quality Assurance Policy
- Copy of Occupational Health and Safety Policy
- Copy of management systems that support and supervise sub-contractors in achieving objectives of these requirements

#### 4.3.2 Subcontractors

Consultants shall ensure that their subcontractors are accredited in the appropriate category for any subcontracted part of the works.

Consultants entering into a subcontract with a consultant for which there is no accreditation categories are responsible for the competence of that subcontractor and must therefore satisfy themselves that the subcontractor has appropriate qualifications, expertise and experience.

#### 4.3.3 Specialised services

For some specialised services consultant accreditation is not available within the accreditation categories in this agreement. Developers or consultants entering into a contract with a specialised consultant not encompassed by one of the accreditation categories must satisfy themselves that the consultant has appropriate qualifications, expertise and experience to carry out the services required, and our consent must be obtained.

#### 4.3.4 Sewer pumping stations (SD4, SD5, SP4 & SP5)

The following accreditation requirements are also applicable for sewer pumping stations:

- If a reticulation sewer pumping station (SD4) is not considered a shared asset, the developer can engage a pre-packaged sewer pumping station contractor to design the works in conjunction with the design consultant, provided the design consultant is accredited in SD4.
- If the sewer pumping station is considered a shared asset, the accredited design consultant cannot engage a pre-packaged sewer pumping station contractor to design the sewer pumping station (either SD4 or SD5),
- For a shared asset sewer pumping station, if through the tender process a pre-packaged sewer pumping station contractor is recommended and awarded the works (either SP4 or SP5), then the sewer pumping station must be either:
  - Constructed as per the accepted design with no deviation (unless otherwise approved by us); or
  - If it is to be constructed to their standard drawings, the design consultant must resubmit the design to us for approval and a variation to deed issued.

#### 4.3.5 Contractors

##### Sewer

- SP1 - Reticulation Sewer  $\leq$ DN300 and  $\leq$ 5m in depth
- SP1(a) - Reticulation Sewer  $\leq$ DN300 and  $>$ 5m in depth
- SP2 - Branch/Main Sewers  $>$ DN300
- SP3 - Low Pressure Sewer Systems
- SP4 - Sewerage Pumping Station (less than or equal to 22kW) & Rising Mains
- SP5 - Sewerage Pumping Station (greater than 22kW) & Rising Mains
- SP6 - Minor Works (Construction of maintenance structures over existing sewer mains, sewer point cut-ins, short extensions)

##### Water

- WP1 - Reticulation Water Mains  $\leq$ DN300
- WP2 - Distribution Water Mains  $>$ DN300
- WP3 - Water Supply Pumping Station & Pressure Control Systems
- WP4 - Minor works (Fire plugs, fire service tees, short extensions)

The minimum requirements to be considered for accreditation are;

- Demonstrated work experience in construction of water mains, sewer mains, sewer pump stations and ancillary works

- Substantial participation in three previous relevant works in our accreditation categories
- OHS induction card (Red/White Card)
- Mobile Plant (Excavator & Backhoe Competency)
- Confined Space Entry Certificate of Competency
- Trench Shoring Certificate of Competency
- Pipelaying training (RIICRC208E Lay Pipes or equivalent)
- Road Signage/Traffic Management Accreditation (or third party contractor that will be used)
- Non-Friable Asbestos Pipe Removal
- Current status and category of works accreditation held within the MRWA area (if applicable)
- An Occupational Health & Safety Plan (including risk assessments, etc)
- Mechanical Plant Audits – Type of Plant & Maintenance Register
- Project Management Plan – Contact (responsible officer), Scope of works, program of works, Environmental Issues (Reinstatement, etc)
- Certificate of currency for Public Liability
- Certificate of currency for Workcover

#### 4.3.6 Consultant requirements

We require our consultants to be accredited for the design and construction supervision of developer works. Interested consultants must email

[DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au) citing their interest to lodge an application to attain our design consultant accreditation status.

Accreditation may only be approved through the execution of an [accredited consultant agreement](#).

#### 4.3.7 Contractor requirements

We require our contractors to be accredited for the developer works process. Interested contractors must email [DeveloperWorks@gippswater.com.au](mailto:DeveloperWorks@gippswater.com.au) citing their interest to lodge an application to attain our contractor accreditation status.

Accreditation may only be approved through the execution of an accredited contractor agreement.

## 4.4 Audit

### 4.4.1 Audit requirements

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
- Second party
- Third party

#### First party audits

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 management system.

#### Second party audits

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 us on the consultant and the contractor are second party audits.

#### Third party audits

Third party audits are conducted by organisations independent of both supplier and customer, and are accredited by JAS – ANZ (joint Accreditation System of Australia and New Zealand).

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

### 4.4.2 Audit of consultants and contractors

We will monitor the quality performance of consultants and contractors involved in the design and construction of the development works. We will conduct a range of second party auditing activities to ensure that these consultants and contractors consistently meet the specified requirements of the Developer Works Deed. These activities may include:

- Quality System Audit
- Design Audit



- Construction Audit
- Testing Audit
- Survey and As-constructed Audits
- End of Defects Audit

With the exception of the quality system audit, other audits may be conducted without prior advice 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 we identify health and safety related breaches, these will be escalated through either the contractor's on-site representative, the consultant responsible for the project or WorkSafe Victoria.

### Quality system audits

Where we audit a consultant's or contractor's quality system, emphasis is given to:

- adherence to quality, environment and safety policy
- system and process review, for example management reviews, contract review & internal audits
- process and document control
- inspection and test activities
- control of non-conformances and observations
- corrective and preventive actions
- quality records
- construction audit schedules

We reserve the right to conduct quality system audits on certified quality systems:

- to establish confidence in a consultant/contractor;
- when major non-conformance has been detected; or
- when a corrective or preventive action is outstanding and unresolved.

Quality system audits are conducted in the consultant or contractors office.

Our audits of the consultant's or contractor's quality systems will be in accordance with the procedure outlined in 'Australian Standard ISO 10011.1 – 1990 Guidelines for Auditing Quality Systems Part 1: Auditing'.

### Design audits

Design audits evaluate the consultant's design, and may include the following checks:

- accuracy;
- completeness;
- conformance to relevant standards and Developer Works Deed requirements;  
and
- constructability in line with our operational constraints

### **Construction audits**

We will conduct field audits of the construction phase of the development works.

Our auditor may arrive on site unannounced and observe the construction process. The duration and scope of a field audit will vary depending on the construction work being conducted at that time.

The accredited consultant 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, .ie confirm that the development works are being constructed in accordance with the specified design plans and meet, WSAA, MRWA and our construction supplements.

### **Survey and as-constructed audits**

We may conduct audits of the as-constructed asset information after it has been verified by the consultant and submitted to us.

There are three types of audits:

- information presentation and format audit
- field audit
- construction verification

#### **Information presentation and format audit**

This audit checks that the format and presentation of the as-constructed asset information is in accordance with our requirements. This audit is conducted at our offices and the accuracy of the information is not checked.

#### **Field audit**

The field audit checks the accuracy of the submitted information.

## Construction verification

This audit checks that assets are constructed to the design within acceptable tolerances.

## End of defects audits

We may conduct field audits of the development works during and at the completion of the Defects Liability Period. In accordance with [4.1.13](#), consultants must arrange joint inspections of the development works with the contractor's and our nominated representatives at the end of the Defects Liability Period, prior to submitting the 'Form 6 - End of Defects Liability Period Certification Form'. It will be at our discretion whether we attend these audits.

### 4.4.3 Audit register

We will develop a confidential audit register that will maintain the details and results of all audits carried out on both consultants and contractors.

These details will be used to:

- assess the current quality performance of a consultant.
- assess the current 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.

We will use the data obtained from the audit register when preparing performance reports on accredited consultants and contractors.

We may provide other retail water licensees under the *Water Act* with performance reports on accredited consultants and contractors.

## 4.5 Non-compliance

Non-compliance occurs when the consultant or contractor does not perform a particular task in accordance with the Developer Works Deed or their quality system.

There are two types of non-compliance:

- observations
- non-conformance

#### 4.5.1 Observations

Observations may be identified as a result of any of the audits listed in [4.4.2](#).

Observations are typically made (rather than non-conformances) where there is some uncertainty whether there has been a breach of a requirement.

Observations will be recorded and notified to the relevant consultant and/or contractor for rectification. Observations should be assessed and responded to by the recipient as soon as practicable and the action formally advised to us, eg by marked-up copy of the original observation advice.

It is possible that a number of negative observations which remain unresolved could become a non-conformance.

The following are examples of observations:

- Failure to advise us of change of construction dates;
- Contractor not attending site on the date listed on Form 3S or Form 3W;
- Design not to our standards (could be a non-conformance depending on issue);
- As-constructed information between drawings and field notes do not match (could be a non-conformance depending on the severity);
- Failure to submit appropriate documentation with design and construction forms;

The above is not an exhaustive list and is at our discretion.

#### 4.5.2 Non-conformance

A non-conformance may be identified in a process, system, product or service.

A non-conformance involves a clear failure to fulfil specified requirements.

Where, as result of an audit, a non-conformance is identified, we will record it and issue it to the consultant and/or contractor for corrective action.

The following are examples of non-conformances:

- Submission of As-Constructed Package when works are not complete or with non-rectified non-conformances on site;
- We consider works have been left unsafe or inoperable;

- Works not constructed to the design or our standards;

The above is not an exhaustive list and is at our discretion.

#### 4.5.3 Required actions

Notification of non-conformance form require the recipient or the auditee to record, receipt and process it in accordance with their quality system and our requirements, where applicable, including:

- Proposed corrective action (to address the consequences of this particular problem)
- Identified cause of issue
- Proposed preventive action (provide us with written evidence that steps have been taken to correct and prevent any reoccurrence of the non-conformance)

The recipient or the auditee must respond to us before the deadline indicated on the notification of non-conformance form. Thereafter a Review of Corrective and Preventive Action is carried out by our auditor or the quality coordinator identifying the status of the rectification of observation or non-conformance.

#### 4.5.4 Our response

Depending on the nature of non-conformance, we may require additional inspections and/or hold points, or conduct an audit of the consultant's and/or contractor's quality management system where there is evidence that the system may be inadequate.

The scope of these audits normally extends only to those aspects of the agreement where quality cannot be assured.

Where there is evidence that non-conformance is widespread and a quality system may be ineffective, the audit may extend to all aspects.

We may also withhold issuing a Practical Acceptance Certificate until we are satisfied that the consultant's and/or contractor's quality system is functioning adequately.

#### 4.5.5 Intensive audits

Intensive audits are carried out where we believe the quality system of the consultant and/or contractors has failed.

If we determine that an intensive audit is required of the design, construction or survey of the development works, the developer must pay an intensive audit fee.

Continued failures of the consultant and/or contractors quality systems will be dealt with in accordance with the conditions of accreditation in our consultant Accreditation Deed or our contractor Accreditation Deed. This can include suspension or termination of a consultant and/or contractor.

#### 4.5.6 Construction audit schedule (for consultants)

The consultant is required to undertake a project specific Construction Audit Schedule for all developer works and submit it to us with 'Form 2 - Start Works Request - Water and Wastewater Agreements' prior to works commencing.

The consultant is required to carry out an individual risk assessment on all project works to determine the appropriate level of construction auditing specific to the Construction Audit Schedule. Consultants should also provide a site inspection checklist of what items are to be inspected by the construction auditor during a site construction audit.

A sample Construction Audit Schedule is given in [Appendix A](#). This Construction Audit Schedule is to be used as a guide only. The consultant is responsible for developing project specific Construction Audit Schedules based on site and project specific conditions.

Geotechnical (ground, soil conditions) information may also be required to be carried out to determine the project risk and be submitted to us.

We define an audit as;

'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'.

The developer is required to engage a consultant who is required to be independent of the contractor and cannot be the same entity as the contractor. An auditor shall be objective, impartial and shall not audit their own work.

The consultant is responsible to carry out audits in accordance with the audit schedule or where the risk changes under a revised schedule.

The consultant must nominate a qualified construction auditor for each development works project. This person must meet the minimum requirements set out in the Developer Works Deed, Accreditation Deed and Accreditation Requirements Letter.

Each construction audit should incorporate mandatory quality, environmental, occupational health and safety elements to be visually inspected on the work site. Construction audit checklists and diary entries should be retained by the consultant as evidence of compliance with the project specific audit schedule.

## 5 Forms

### 5.1 List of forms

The following list of forms can be downloaded from the [Information for design consultants and surveyors](#) page on our website.

- [FORM 1 – Design Verification and Application for Deed of Agreement](#)
- [FORM 2 – Start Works Request – Water and/or Wastewater Agreements](#)
- [FORM 3S – Application to Work On or Connect to Gippsland Water’s Sewer Assets](#)
- [FORM 3W – Application to Shut down or Live Tap Water Reticulation Assets](#)
- [FORM 4 – As-Constructed Certification and Verification Form](#)
- [FORM 4A – As Constructed Certification and Verification Form – Minor Works only](#)
- [FORM 5 – Acceptance of As-Constructed Information and Verification Form](#)
- [FORM 6 – End of Defects Liability Period Certification Form](#)
- [Sewer Field Note Template](#)
- [Water Field Note Template](#)



## 6 Appendices

### 6.1 Appendix A

#### 6.1.1 Gippsland Water - Consultant's Construction Audit Schedule Guide

Sewerage  or Water  (tick one)

WARNING: This Audit Schedule is issued solely for the purpose of assisting you in determining the number of audits required for a construction project. An individual assessment should be made for all projects, after analysing the risks involved in a particular activity. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and conditions and warranties which cannot be excluded, Gippsland Water's liability to you is limited, as far as law (including statute) permits.

Section 1: General Project Information	
Project name:	
Suburb:	
GW reference:	Consultant reference:
Consultant/construction auditor name :	Telephone no:

NOTE: Asset Risk Ranking Codes are based on the indicative guide information provided in [4.5.6](#) of the Land Development Manual. Additional assessment must be carried out in accordance with Australian Standard AS/NZS 4360:2004 Risk Management and the Associated Guidelines.

Section 2: Risk Assessment					
Category	Low	Medium	High	Extreme	Comments
<b>Sewer Asset Type</b>					
Reticulation/branch sewers ≤ dn 300	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Branch/main sewers > dn300	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	
Low pressure sewer	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	

Section 2: Risk Assessment					
Category	Low	Medium	High	Extreme	Comments
Sewerage pumping station	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Specialist works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	
Minor works	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Asset Type					
Reticulation water mains ≤ DN 300	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Distribution water mains > DN300	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	
Water supply pumping station & pressure control systems	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Specialist works (storage structures)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	
Minor works	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Under pressure cut-in connections	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Steel pipelines	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Excavation					
Depth < 1.5m	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Depth 1.5 to 4.0m	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	
Depth 4.0 to 6.0m	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Depth > 6.0m	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	
Soil Type					
Stiff clay	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sand	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	
Rock	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Blasting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	
Below water table	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Environment					

Section 2: Risk Assessment					
Category	Low	Medium	High	Extreme	Comments
Proximity to residents	>100m	>50m	>10m	In private property	
Proximity to watercourse	None	Within catchment	Immediately upstream	Crossing watercourse	
Contaminants	None	Low level	Medium level	High level/ asbestos	
Traffic	None	Minor road	Major road	Arterial road	
Tree protection zones	None	>20m of TPZ	Within TPZ	Boring under tree	
Heritage overlay, artefacts found	None	>20m	Within declared area	Disturbance of artefacts	
<b>contractor</b>					
Work performance history	Very good	Good	Average	Poor	
Experience	High level	Reasonable level	Minimal	None	
Pipe material (UPVC, VC, PE, STEEL, DI, GRP)	UPVC, VC	PE, GRP	STEEL, DI	OTHER	
<b>Location</b>					
Greenfield	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Infill (redevelopment)	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	
Existing built up area	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
High risk crossings	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	
Major obstructions (other utilities etc) or critical gw infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	
Reviewed contractor's Project Management Plan (PMP)?					Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 3: Audit Schedule Sign-off	
Overall project risk rating (tick)	Extreme <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
Audit frequency	..... per week
Total audits required	..... for project
Average audit duration	..... hrs per unit
Total audit hours	..... hrs
Specific risks identified: 1. .... 2. .... 3. ....	
Risk mitigation measures implemented. (elimination, substitution, engineering, administration, personal protective equipment) 1. .... 2. .... 3. ....	
Consultant/construction auditor: .....(print)  Signature: ..... Date: ...../...../.....	

Section 4: Nominate any Special Site Audits to be undertaken by the construction auditor:	
Description of works	Audit duration
Site establishment/set out	
Materials delivery and storage	
Pipe-laying/joining	
Bedding and backfill	
Anchoring and restraints	
Concrete structures	
Connection to existing services	

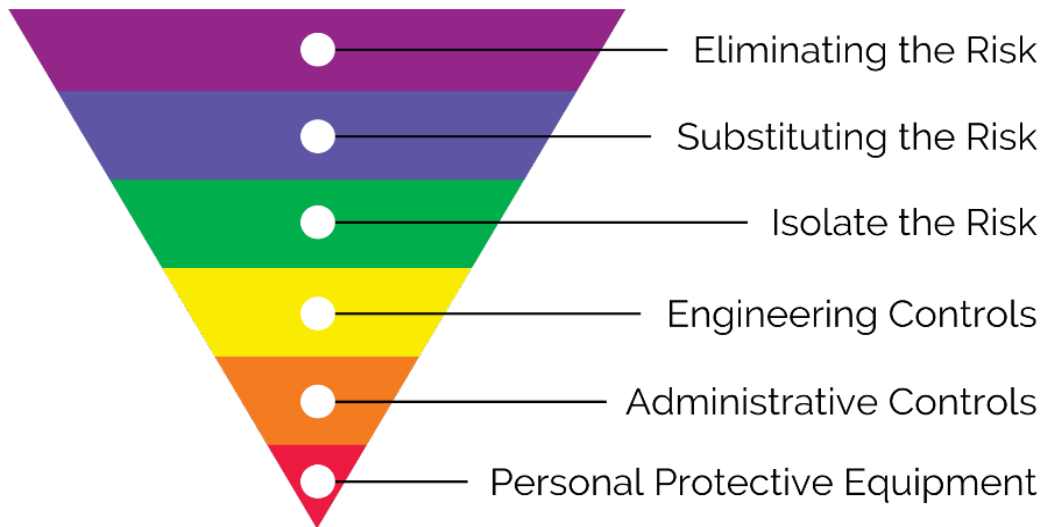
Section 5: Mandatory Site Audit Hold points to be witnessed by the Construction Auditor
Pre-commencement meeting with contractor
Environmental management plan
Asset testing
Significant field design changes
Concrete placement work, i.e. every 2nd concrete delivery pour

Connection into live assets
Acceptance of works
End of defects liability period
Other (please specify)

Section 6: Audit Frequency guide; (refer Land Development Policies & Pricing Manual, Section 4.5.6 risk)	
Risk ranking code	Minimum site audit frequency
Extreme	Daily audits
High	4 audits per week
Medium	3 audits per week
Low	2 audits per week

Please attach site inspection record / checklist form to be used

### 6.1.2 Hazard control hierarchy



## 6.2 Appendix B

### 6.2.1 New Customer Contributions Negotiating Framework

#### 1 Purpose

This Negotiating Framework:

- sets out procedural and information requirements relevant to services to which a New Customer Contribution (NCC) may apply;
- requires Gippsland Water and the connection applicant to negotiate in good faith to agree the price, terms and conditions of the services to be provided; and
- enables the connection applicant to understand the reasons for a decision made by Gippsland Water.

The requirements set out in this Negotiating Framework are in addition to any requirements or obligations contained in, or imposed by, *the Water Act 1989*, *the Water Industry Act 1994*, *the Planning and Environment Act 1987*, *the Subdivision Act 1988*; any subordinate regulation or instrument under the described legislation and the Developer Works Deed ('Regulatory Instruments').

In the case of inconsistency between the Regulatory Instruments and this Negotiating Framework, the relevant Regulatory Instruments will prevail.

This Negotiating Framework does not alter the rights (if applicable) of the connection applicant to seek a review of a decision of Gippsland Water in the Victorian Civil and Administrative Tribunal.

#### 2 Who this negotiating framework applies to

This Negotiating Framework applies to Gippsland Water in dealing with the connection applicant.

It applies to Gippsland Water in responding to any requests from the connection applicant in relation to the application.

#### 3 No obligation to provide service, good faith obligation

Nothing in this Negotiating Framework imposes an obligation on Gippsland Water to allow the connection applicant to connect to Gippsland Water's works or provide services to the connection applicant.

Gippsland Water can:

- consent to an application;
- consent to an application subject to any terms and conditions that Gippsland Water thinks fit; or
- refuse its consent to an application;

In considering an application, Gippsland Water and the connection applicant must negotiate in good faith the price, terms and conditions for services sought by the connection applicant.

#### **4 Reticulation assets**

When seeking consent to connect to Gippsland Water's works, the connection applicant must provide all the reticulation assets necessary to service any new lot or separate occupancy (including any assets that need to be located in road reserves or in other properties), and allow the development to connect to Gippsland Water's works.

Reticulation assets are to be fully funded by the connection applicant and vested to Gippsland Water.

Gippsland Water may require the connection applicant to upsize the reticulation assets in order to provide a 'whole of catchment' solution to allow for future development. Any requirement to upsize the reticulation assets will be based on the most cost efficient, whole of life servicing solution required by Gippsland Water's design criteria.

Upsizing refers to an increase in the size of the reticulation assets. Any incremental costs associated with upsizing the works shall be agreed between Gippsland Water and the connection applicant. Gippsland Water will reimburse the agreed upsizing costs upon completion of the works.

Upsizing does not include changes to depth or alignment of reticulation assets required by Gippsland Water to achieve the most cost efficient whole of life servicing solution. Any such changes are to be fully funded by the connection applicant.

#### **5 Shared assets**

When seeking consent to connect to Gippsland Water's works, the connection applicant must provide all the shared assets necessary to service any new lot or separate occupancy (including any assets that need to be located in road reserves or in other properties) and allow the development to connect to Gippsland Water's works.

Shared Assets are to be fully funded by the connection applicant and vested to Gippsland Water.

Gippsland Water will reimburse the connection applicant, in accordance with the Negotiated NCC. Reimbursement will occur upon Completion of the Works.

## **6 Payment of Gippsland Water's costs**

All developments of land requiring new or upgraded connection to Gippsland Water's works will incur a range of fees and/or charges payable to Gippsland Water.

Fees and charges levied by Gippsland Water are subject to approval processes under the *Water Act 1989*, and/or as approved by the Essential Services Commission. Details about [current fees and charges](#) can be found on Gippsland Water's website.

## **7 Standard NCC or negotiated NCC**

A Standard NCC will be applicable for any Application to connect to Gippsland Water's works. A Standard NCC applies for any new lot or separate occupancy that can be separately serviced by Gippsland Water's works.

A Negotiated NCC may arise where an application involves the construction of new or the modification of existing, shared assets. A Negotiated NCC will consist of both the Standard NCC and any financing costs for bring-forward works associated with the application, subject to the regulatory instruments in place at that time. Any financing costs will be determined from Gippsland Water's Infrastructure Sequencing Plan.

## **8 Pricing principles**

Gippsland Water's Standard NCC and its Negotiated NCC will be based on the following pricing principles:

- a) have regard to the incremental infrastructure and associated costs in one or more of the statutory cost categories attributable to a given connection;
- b) have regard to the incremental future revenues that will be earned from customers at that connection; and
- c) be greater than the avoidable cost of that connection and less than the standalone cost of that connection.

In setting New Customer Contributions Gippsland Water will also comply with:

- a) the regulatory principles set out in clause 14 of the Water Industry Regulatory Order 2012; and
- b) any specific pricing principles approved by the Essential Services Commission as part of Gippsland Water's water plan applying at the relevant time.

## **9 Application process and timeframes**



The Application process and timeframes are presented below at Table 1. Gippsland Water and the connection applicant must use their reasonable endeavors to comply with the application process and timeframes at Table 1.

The application process and timeframes will be likely to differ for a Standard NCC and a Negotiated NCC.

The parties may agree to vary or extend the timeframes at Table 1. The terms of such an agreement must be expressed and recorded in writing.

<b>Table 1 – Application process and timeframes</b>			
<b>Step</b>	<b>Actions</b>	<b>Timing Standard NCC (business days from application date)</b>	<b>Timing Negotiated NCC (business days from Application date)</b>
<b>1</b>	<b>Application</b> Connection Applicant makes Application to Gippsland Water, with applicable fee. An Application must include sufficient information to enable Gippsland Water to assess the Application and determine the service requirements and costing for the connection.	Application date	Application date
<b>2</b>	<b>Negotiation meeting</b> Parties to discuss and to agree to: <ul style="list-style-type: none"> <li>• the nature of the services required;</li> <li>• any further information to be provided by the Connection Applicant (eg additional designs and modelling);</li> <li>• notification and consultation with other external persons potentially affected; and</li> <li>• the type of NCC applicable to the development.</li> </ul>	+ 15 (if required)	+ 15
<b>3</b>	<b>Provision of additional information</b> Connection Applicant to provide additional information to Gippsland Water, as applicable.	+ 20 (if required)	+ 35
<b>4</b>	<b>Provision of further addition information</b> If required Gippsland Water may request the Connection Application to provide further additional information.	As required	As required
<b>5</b>	<b>Parties finalise negotiations</b> The parties finalise negotiations, including: <ul style="list-style-type: none"> <li>• terms and conditions; and</li> <li>• applicable charges and/or fees.</li> </ul>	+ 35	+ 90

## 10 Provision of information by connection applicant

Gippsland Water requires the Connection Applicant to provide sufficient information to enable Gippsland Water to assess the Application and determine the service requirements and costing for the development.

Where a Shared Asset is required, Gippsland Water requires the Connection Applicant to provide sufficient information to Gippsland Water to assess the estimated cost of the Shared Asset.

The level of information required by Gippsland Water and the detail of its response may vary depending on the particulars of the development, including its size and complexity.

## 11 Consultation with affected parties

If Gippsland Water is either legally obligated or considers that persons other than the Connection Applicant may be affected by proposed Works, then:

subject to legal confidentiality requirements, Gippsland Water may notify and/or consult with those persons in relation to the Application; and

the parties must allow sufficient time for reasonable notice and/or consultation with affected parties to occur, in which case the Application process and timeframes at Table 1 may change.

## 12 Dispute resolution

In the event of a dispute between parties, Gippsland Water will attempt to resolve the matter by negotiation including if appropriate, alternative dispute resolution processes.

The Connection Applicant may request (and Gippsland Water must provide) a statement of reasons for any decision, in accordance with the *Victorian Civil and Administrative Act 1998*.

The Connection Applicant has various rights to seek a review in the Victorian Civil and Administrative Tribunal ('VCAT') of the requirements of Gippsland Water, including the New Customer Contribution applied. These review rights, including various time lines, rights and processes are set out in the *Water Act 1989*, *Planning & Environment Act 1987*, *Subdivision Act 1988* and the *Victorian Civil and Administrative Act 1998*.

Details of such processes can be obtained from VCAT: Victorian Civil and Administrative Tribunal

55 King Street  
MELBOURNE VIC 3000

Ph: (03) 9628 9777

Website: [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)

### 13 Withdrawal of application

The Connection Applicant may elect not to continue with its application and may withdraw the application by giving Gippsland Water written notice of its decision to do so.

### 14 Giving notices

The address for correspondence and notices to Gippsland Water is:

Gippsland Water

Attention: Manager, Property Services

55 Hazelwood Road; or

PO Box 348 Traralgon, Victoria 3844

### 15 Definitions

In this Negotiating Framework:

Item	Definition
<b>Application</b>	The servicing request to Gippsland Water for details of the price, terms and conditions of services to be provided.
<b>Associated Assets</b>	Deemed to be Reticulation Assets and include, but are not limited to: <ul style="list-style-type: none"> <li>• Water pump stations (where the pump discharges into water mains of 150mm or less in diameter);</li> <li>• Pressure reducing valves (where connected to water mains of 150mm or less in diameter);</li> <li>• Water tanks' (where the outlet main is 150mm or less in diameter); and</li> <li>• Sewer pump stations and/or emergency storages (where the gravity sewer inlet to the sewer pump station is 225mm or less in diameter) and rising mains from those sewer pump stations.</li> </ul>
<b>Completion</b>	The completion of the Works required as agreed between the Connection Applicant and Gippsland Water.
<b>Connection Applicant</b>	The owner of the land for which connection is required or an authorised agent of the Owner, making the Application on behalf of the owner.
<b>Developer Works Deed</b>	Any written agreement entered into between the Connection Applicant and Gippsland Water relating to the price, terms and conditions upon which Works are to be completed and services may be provided.
<b>Gippsland Water</b>	The Central Gippsland Region Water Corporation established pursuant to Part 6 of the <i>Water Act 1989</i> .
<b>Infrastructure Sequencing Plan</b>	A plan setting out Gippsland Water's expectations for the timing of construction of future Shared Asset infrastructure in all larger towns within Gippsland Water's region.

<b>Negotiated NCC</b>	A negotiated New Customer Contribution, derived from any specific pricing principles approved by the Essential Services Commission applying at the relevant time.
<b>Reticulation Assets</b>	<ul style="list-style-type: none"> <li>• A water main that is 150mm or less in diameter; or</li> <li>• A sewerage main that is 225mm or less in diameter, and</li> <li>• All associated assets that relate to these sized assets.</li> </ul>
<b>Shared Assets</b>	Infrastructure assets required by a Connection Applicant to connect to Gippsland Water's works that are larger than Reticulation Assets.
<b>Standard NCC</b>	A standard New Customer Contribution
<b>Works</b>	The various works (potentially including Reticulation Assets, Shared Assets and Associated Assets) to be undertaken by the Connection Applicant.



**Gippsland  
Water**

PO Box 348  
55 Hazelwood Road  
Traralgon VIC 3844

General enquiries 1800 050 500  
Faults and emergencies 1800 057 057

[contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)

ABN 75 830 750 413