



BUSSELTON WATER

pure busselton water

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admin@busseltonwater.wa.gov.au · www.busseltonwater.wa.gov.au

Our ref : OL6
Your ref :
Enquiries : Julie Rawlings

9th June, 2011

Paul Reid
Executive Director
Licensing Monitoring and Customer Protection
Economic Regulation Authority
GPO Box 8469
PERTH BUSINESS CENTRE
PERTH WA 6849

Dear Paul,

Re: **Amendment – Agreement for a Non Standard Water Supply Service**

As required by Busselton Water's Operating Licence 3 OL5, Schedule 3 Clause 5 please find enclosed a draft copy of a minor amendment proposed to the above agreement for approval. Also enclosed is a copy of the current agreement, in blue, so you can clearly see the change proposed.

This change is proposed as a result of Busselton Water's negotiations with the Department of Health relating to its Memorandum of Understanding. The change does not affect any agreements currently in place.

Given the minor nature of the change Busselton Water respectfully suggests that public consultation is not necessary.

Yours faithfully,

Julie Rawlings
Manager, Customer Services

Encl. Draft proposed Non-Standard Agreement
Current Non-Standard Agreement (blue)



BUSSELTON WATER

DRAFT

Office Use Only	
Account No	

AGREEMENT FOR A NON STANDARD WATER SUPPLY SERVICE

This Agreement is made on.....between
[name] (date)

[address]
.....

(Owner)

and

BUSSELTON WATER BOARD

A statutory body created by the Water Board's Act 1904, of Cnr Fairbairn Road and Cammilleri Street Busselton WA 6280

Trading as Busselton Water and herein after referred to as **(Busselton Water)**

DEFINITIONS AND INTERPRETATION

- A1 **Building Plans** – plans for the construction or alteration of a building or equipment
- A2 **Day/s** – Busselton Water working day/s
- A3 **Drinking Water Quality Standard** – means water that is safe to drink and complies with directions on drinking water quality made by the Minister for Health
- A4 **Land** – land as described in Schedule 1
- A5 **Private Works** – all water supply pipework and fittings on the Owner's side of the meter and includes private plumbing.
- A6 **Service** – Water supply service comprising of a meter, the connection pipe and fittings from the main to the meter.

AGREEMENT

This agreement specifies any level of service that Busselton Water will provide to this property that differs from that in Busselton Water's Customer Charter, or any other Corporate standard, existing at the time of entering into this agreement.

Busselton Water agrees to provide:

- B1 A water meter and the supply of water in accordance with this Agreement.
- B2 At least 30 Days prior written notice where the Service:
 - a) as required and detailed in Schedule 2. requires modification,
 - b) is to be relocated or provided from another main.
- B3 Twelve months written notice before the Service is withdrawn, subject to C16.

- B4 To prepare and lodge, at the owner's expense, a Notification under Section 70A of the Transfer of Land Act (1893) over the Land stating as follows:

"The land is provided with a water supply subject to an agreement. The continuation of the service is subject to the current owner and future owners entering into and complying with the terms set out in a written agreement with Busselton Water Board."

The Owner agrees:

- C1 To pay all costs associated with the installation of all Private Works, and the maintenance thereof.
- C2 To ensure that all works are undertaken by or under the supervision of a licensed plumber.
- C3 To the additional conditions as identified in Schedule 2.
- C4 To arrange and provide to Busselton Water written proof of access rights for the maintenance and installation of any Private Works. This is required in the following instances, but is not limited to those instances:
 - a) in a reserve, by obtaining approval from the appropriate local, state or federal authority
 - b) across the property of other owners, by procuring an easement at least one metre wide which places the private works in the centre of the easement.
 - c) where native title may exist, by demonstrating compliance with the Native Title Act 1998
- C5 To immediately notify Busselton Water should permission be withdrawn for the continued access to the Private Works.
- C6 To ensure that Private Works:
 - a) comply with Busselton Water's Water Supply By-Laws,
 - b) are not interconnected with any potentially contaminating source, and
 - c) have no direct connection to any existing or future private water supply systems.
- C7 That where the Land is to be sold, to disclose to the prospective purchaser that:
 - a) the water service is non-standard and that conditions apply to the supply, and
 - b) they are required to enter into an agreement with similar conditions with Busselton Water.

- C8 Not to modify or relocate the Service without the written consent of Busselton Water.
- C9 Not to provide water to a third party via the service.
- C10 Prior to the installation of the Service, to submit Building Plans to Busselton Water, and pay fees as required in Schedule 3.
- C11 That if the water is indicated in Schedule 2 as 'non-potable' it must not be used for human consumption.
- C12 To ensure the water provided is only used for the specified land use stated in Schedule 1, unless Busselton Water has agreed otherwise in writing.
- C13 To comply with all relevant statutes, by-laws, and other subsidiary legislation relating to the supply and usage of water, including payment of an annual supply charge and consumption in accordance with current rate tariffs.
- C14 To ensure that the meter is adequately protected from damage and agrees to accept liability for the cost of repairing any such damage.
- C15 That no adjustment will be made to amounts payable by the owner for water that is lost through leaks or bursts in the Private Works outside the property boundary.
- C16 That Busselton Water may discontinue the service:
- unless defaults are remedied to Busselton Water's satisfaction within 7 Days of the date of notice, where the owner breaches the terms of the Agreement, any statute, or by-law, relating to the provision of water.
 - if the permission for continued access to the Private Works route in a reserve or another lot is withdrawn.
 - immediately, if in the opinion of Busselton Water, wastage of water is occurring and/or backflow is causing, or may cause risk to the water distribution system and other customers.
- C17 That Busselton Water is not obliged to provide an alternative supply should permission be withdrawn/revoked.
- C18 That upon disconnection of the service for whatever reason, to pay disconnection fees.
- C19 That Busselton Water is not liable for loss, damage, or inconvenience suffered as a consequence of the provision of the service including, without limitation, loss, damage or inconvenience which results from any discontinuation of supply, the effects of air entrainment, the effects of entrapped air, or variation in pressure, flow or water supply.

C20 That where a main has been extended to the Land, that the owner shall apply for the Service to be relocated to that main within three months and shall agree to pay all costs associated with the relocation.

Signed by the Chief Executive Officer of) Busselton Water:)	
	Signature
Name:	
Position:	
In the presence) Of (witness)	
	Signature
Name:	
Position:	
For and on behalf of) The Owner)	
Name:	
In the presence) Of (witness):	
	Signature
Name:	
Address	
	Signature

OR (in the case of companies)

Signed by	
Or	
on The Common Seal of	
	LTD
Affixed herein in the presence of	
Director	
Director / Secretary	

AGREEMENT FOR A WATER SUPPLY SERVICE

SCHEDULE 1

Property Details							
Lot No.		House No		Unit No		Location No.	
Street Name							
Town / Suburb						Postcode	

Land Use Categories

☐ Residential
 ☐ Commercial/Industrial
 ☐ Farm
 ☐ Government
 ☐ Institute/Public
 ☐ Standpipe
 ☐ Other

SCHEDULE 2

Only those conditions marked below apply to this agreement

Water Services Standards	Conditions
Water Quality	<input type="checkbox"/> Non Potable Water that will not meet Drinking Water Quality Standard and must not be used for human consumption.
Water Pressure	The head of water pressure may; <input type="checkbox"/> Exceed 100 metres Must install pressure reduction valve, fittings and pipes designed to operate at high pressure. <input type="checkbox"/> Be below 15 metres <input type="checkbox"/> Be below 13 metres
Flow Rate	<input type="checkbox"/> A minimum flow rate of 2.8 litres per minute will be provided, subject to continuity conditions below
Continuity	<input type="checkbox"/> The flow at this service may be interrupted without notice. Onsite storage tank with 2 days water supply is recommended. Private Works leading to the tank must not be connected to any other pipe, fittings or fixtures and shall not bypass the tank. For a supply off a Trunk Main, there may be extended periods of no supply.
Meter Not On Property	<input type="checkbox"/> Property is not adjacent to a supply main and requires owner's pipework to link the property to the Busselton Water water meter.
Other	<input type="checkbox"/> Details provided below

SCHEDULE 3

Description of fees and Charges	Amount
Headworks Contribution	\$
Connection Fee	\$
Lodgement of Notification on Title Fee	\$
Other	\$
Total Payable	\$

The fees and charges are valid to:



BUSSELTON WATER

Office Use Only	
Account No	

AGREEMENT FOR A NON STANDARD WATER SUPPLY SERVICE

This Agreement is made on.....between
[name] (date)

[address]

(Owner)

and

BUSSELTON WATER BOARD

A statutory body created by the Water Board's Act 1904, of Cnr Fairbairn Road and Cammilleri Street Busseton WA 6280

Trading as Busseton Water and herein after referred to as **(Busseton Water)**

DEFINITIONS AND INTERPRETATION

- A1 **Building Plans** – plans for the construction or alteration of a building or equipment
- A2 **Day/s** – Busseton Water working day/s
- A3 **Drinking Water Quality Standard** – means water that is safe to drink and complies with directions on drinking water quality made by the Minister for Health
- A4 **Land** – land as described in Schedule 1
- A5 **Private Works** – all water supply pipework and fittings on the Owner's side of the meter and includes private plumbing.
- A6 **Service** – Water supply service comprising of a meter, the connection pipe and fittings from the main to the meter.

AGREEMENT

This agreement specifies any level of service that Busseton Water will provide to this property that differs from that in Busseton Water's Customer Charter, or any other Corporate standard, existing at the time of entering into this agreement.

Busseton Water agrees to provide:

- B1 A water meter and the supply of water in accordance with this Agreement.
- B2 At least 30 Days prior written notice where the Service:
 - a) as required and detailed in Schedule 2 requires modification,
 - b) is to be relocated or provided from another main.
- B3 Twelve months written notice before the Service is withdrawn, subject to C16.

- B4 To prepare and lodge, at the owner's expense, a Notification under Section 70A of the Transfer of Land Act (1893) over the Land stating as follows:

"The land is provided with a water supply subject to an agreement. The continuation of the service is subject to the current owner and future owners entering into and complying with the terms set out in a written agreement with Busseton Water Board."

The Owner agrees:

- C1 To pay all costs associated with the installation of all Private Works, and the maintenance thereof.
- C2 To ensure that all works are undertaken by or under the supervision of a licensed plumber.
- C3 To the additional conditions as identified in Schedule 2.
- C4 To arrange and provide to Busseton Water written proof of access rights for the maintenance and installation of any Private Works. This is required in the following instances, but is not limited to those instances:
 - a) in a reserve, by obtaining approval from the appropriate local, state or federal authority
 - b) across the property of other owners, by procuring an easement at least one metre wide which places the private works in the centre of the easement.
 - c) where native title may exist, by demonstrating compliance with the Native Title Act 1998
- C5 To immediately notify Busseton Water should permission be withdrawn for the continued access to the Private Works.
- C6 To ensure that Private Works:
 - a) comply with Busseton Water's Water Supply By-Laws,
 - b) are not interconnected with any potentially contaminating source, and
 - c) have no direct connection to any existing or future private water supply systems.
- C7 That where the Land is to be sold, to disclose to the prospective purchaser that:
 - a) the water service is non-standard and that conditions apply to the supply, and
 - b) they are required to enter into an agreement with similar conditions with Busseton Water.

- C8 Not to modify or relocate the Service without the written consent of Busselton Water.
- C9 Not to provide water to a third party via the service.
- C10 Prior to the installation of the Service, to submit Building Plans to Busselton Water, and pay fees as required in Schedule 3.
- C11 To adequately treat the water at point of use to overcome the parameters listed in Schedule 2, where the water supplied provided may not meet the current Drinking Water Quality Standard, and where that water is required for human consumption.
- C12 To ensure the water provided is only used for the specified land use stated in Schedule 1, unless Busselton Water has agreed otherwise in writing.
- C13 To comply with all relevant statutes, by-laws, and other subsidiary legislation relating to the supply and usage of water, including payment of an annual supply charge and consumption in accordance with current rate tariffs.
- C14 To ensure that the meter is adequately protected from damage and agrees to accept liability for the cost of repairing any such damage.
- C15 That no adjustment will be made to amounts payable by the owner for water that is lost through leaks or bursts in the Private Works outside the property boundary.
- C16 That Busselton Water may discontinue the service:
- unless defaults are remedied to Busselton Water's satisfaction within 7 Days of the date of notice, where the owner breaches the terms of the Agreement, any statute, or by-law, relating to the provision of water.
 - if the permission for continued access to the Private Works route in a reserve or another lot is withdrawn.
 - immediately, if in the opinion of Busselton Water, wastage of water is occurring and/or backflow is causing, or may cause risk to the water distribution system and other customers.
- C17 That Busselton Water is not obliged to provide an alternative supply should permission be withdrawn/revoked.
- C18 That upon disconnection of the service for whatever reason, to pay disconnection fees.
- C19 That Busselton Water is not liable for loss, damage, or inconvenience suffered as a consequence of the provision of the service including, without limitation, loss, damage or inconvenience which results from any discontinuation of supply, the effects of air

entrainment, the effects of entrapped air, or variation in pressure, flow or water supply.

- C20 That where a main has been extended to the Land, that the owner shall apply for the Service to be relocated to that main within three months and shall agree to pay all costs associated with the relocation.

Signed by the Chief Executive Officer of) Busselton Water:)	
	Signature
Name:	
Position:	
In the presence) Of (witness)	
	Signature
Name:	
Position:	

For and on behalf of) The Owner)	
	Signature
Name:	
In the presence) Of (witness):	
	Signature
Name:	
Address	

OR (in the case of companies)

Signed by	
Or	
on The Common Seal of	
	LTD
Affixed herein in the presence of	
Director	
Director / Secretary	

AGREEMENT FOR A WATER SUPPLY SERVICE

SCHEDULE 1

Property Details							
Lot No.		House No		Unit No		Location No.	
Street Name							
Town / Suburb						Postcode	

Land Use Categories

☐ Residential
 ☐ Commercial/Industrial
 ☐ Farm
 ☐ Government
 ☐ Institute/Public
 ☐ Standpipe
 ☐ Other

SCHEDULE 2

Only those conditions marked below apply to this agreement

Water Services Standards	Conditions
Water Quality	Water quality that may not meet Drinking Water Quality Standard in relation to; <input type="checkbox"/> Aesthetic Qualities <input type="checkbox"/> Microbiological Quality <input type="checkbox"/> Chemical Health Quality
	<input type="checkbox"/> Non Potable Water that will not meet Drinking Water Quality Standard and must not be used for human consumption.
Water Pressure	The head of water pressure may;
	<input type="checkbox"/> Exceed 100 metres Must install pressure reduction valve, fittings and pipes designed to operate at high pressure. <input type="checkbox"/> Be below 15 metres <input type="checkbox"/> Be below 13 metres
Flow Rate	<input type="checkbox"/> A minimum flow rate of 2.8 litres per minute will be provided, subject to continuity conditions below
Continuity	<input type="checkbox"/> The flow at this service may be interrupted without notice. Onsite storage tank with 2 days water supply is recommended. Private Works leading to the tank must not be connected to any other pipe, fittings or fixtures and shall not bypass the tank. For a supply off a Trunk Main, there may be extended periods of no supply.
Meter Not On Property	<input type="checkbox"/> Property is not adjacent to a supply main and requires owner's pipework to link the property to the Busselton Water water meter.
Other	<input type="checkbox"/> Details provided below

SCHEDULE 3

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Headworks Contribution	\$
Connection Fee	\$
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