



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

# Water and Sewerage Compliance & performance annual report 2014/15

## *Icon Water Limited*

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## Completing the annual report

Under section 78 of the Utilities (Technical Regulation) Act 2014, the technical regulator's function is to monitor compliance with technical codes by regulated utility services. The content and format of each report is as specified in this Excel workbook and the accompanying "Water & Sewerage Compliance & Performance Report - 2014/15 - Dictionary" document.

Information provided in this Annual Compliance and Performance Report will be used in the Technical Regulator's report required under s.80 of the Act. The Technical Regulator's report is required to be published.

### Instructions for completing this report:

- 1 All responses provided should only relate to services provided in the ACT. Where this is not possible, the licensee should advise which jurisdictions the information relates to.
- 2 Please indicate where material provided is confidential and not for general public release.
- 3 For instructions on completing this report, please refer to the explanatory notes provided on the first page of the "Water & Sewerage Compliance & Performance Report - 2014/15 - Dictionary" document.
- 4 For enquiries please email [techregulator.utilities@act.gov.au](mailto:techregulator.utilities@act.gov.au) or call (02) 6207 0362

### Legend and data validation

#### Legend

- Blue cells with white text indicate column headings
- Blank white cells beneath column headings can be used for additional comments
- Light Green cells indicate qualitative inputs.
- Blue cells indicate quantitative inputs
- Grey cells indicate information to note when completing the form
- Diagonal stripes indicate a value is not required
- Blue text indicates a link to another page

Column heading
Enter comments in these cells
Enter qualitative data in these cells
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Notes for completing questions
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## A General

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

The authorising officer may use an electronic signature.

Sec #	pt	Question (short form)	Utility 2015 response	
A	00A	Corporate Approval (Y/N?)	Yes	
A	00B	Authorising officer name	Ray Hezkial	
A	00C	Authorising officer title / position	Acting Chief Executive Officer	
A	00D	Authorising officer signature		
A	0A	a	Technical compliance procedures (Y/N)	Yes
A	0A	b	Technical compliance procedure refs	PR04.02 Non-conforming Product
A	0A	c	Technical compliance procedure NCs (#)	0
A	0A	d	Technical compliance procedure audits (Y/N) <input type="checkbox"/>	No
A	0A	e	Adverse audit conclusions (Y/N)	No
A	1	--	Other network serviceability audits (Y/N)	Yes
A	2	a	Draft Emergency Plan submission	28/04/2015
A	2	b	Emergency Plan contact list submission	18/08/2014 and 13/01/2015
A	2	c	Emergency event notification	0
A	2	d	Emergency event report	0
A	2	e		
A	2	f	Please refer to	
A	2	g	Dam Safety <i>Compliance and performance report 2014-15</i>	
A	2	h		
A	2	i		

A	2	j		
A	2	k	Draft accreditation scheme submission	No
A	2	l	Service & Installation Rules submission	No
2A	6	-	Interference from other utilities (Y/N)	No



## B Emergency planning

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
B	0A a	Emergency procedures(YN)	Yes
B	0A b	Emergency procedure references	Water Supply and Sewerage Emergency Plan 2014
B	0A c	Emergency procedure NCs	0
B	0A d	Emergency procedure audits (YN)	Yes
B	0A e	Emergency procedure adverse findings (YN)	No
B	1 a	Emergency Plan (YN)	Yes
B	1 b	Emergency Plan reference	Water Supply and Sewerage Emergency Plan 2014
B	1 c	Emergency Plan NCs	0
B	1 d	Emergency Plan audits (YN)	Yes
B	1 e	Emergency Plan adverse findings (YN)	No
B	2 a	Emergency event training procedures (YN)	Yes
B	2 b	Emergency training procedure reference	Water Supply and Sewerage Emergency Plan 2014
B	2 c	Emergency traingg proc NCs	0
B	2 d	Emergency training procedure audits (YN)	Yes
B	2 e	Emergency training proc adverse findings (YN)	Yes
B	3 a	Emergency event notification procedures (YN)	Yes
B	3 b	Emergency event notification proc ref	Water Supply and Sewerage Emergency Plan 2014
B	3 c	Emergency event notification proc NCs	0
B	3 d	Emergency event notification proc audits (YN)	No
B	3 e	Emergency event notification proc adverse findings (YN)	No
B	4 a	EM records (YN)	Yes
B	4 b	EM records reference	Electronically stored in Guardian system and network drive \\Jeeves\Actew-Water\Emergency





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## D Contestable work

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
D 1	a	Accreditation scheme (YN)	No
D 1	b	Accreditation scheme reference	No reference
D 1	c	Accreditation scheme non-conformances	0
D 1	d	Accreditation scheme audits (YN)	No
D 1	e	Accreditation scheme adverse findings (YN)	No
D 2	a	Accreditation scheme training procedures (YN)	No
D 2	b	Accreditation scheme training proc refs	No procedure
D 2	c	Accreditation scheme training proc NCs	No procedure
D 2	d	Accreditation scheme training proc audits (YN)	No
D 2	e	Accreditation scheme training procedure adverse findings (YN)	No
D 3	a	Accreditation register (or Statement) (YN)	No
D 3	b	Accreditation register reference	No procedure
D 3	c	Accreditation register NCs	No procedure
D 3	d	Accreditation register audits (YN)	No
D 3	e	Accreditation register adverse findings (YN)	No
D 4	a	Accreditation scheme officer position	Senior Asset Management Officer, Water Asset Planning
D 4	b	Accreditation scheme officer phone	(02) 6175 2403



## E Service and Installation Rules

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
E 1	a	S&I Rules (YN)	Yes
E 1	b	S&I Rules reference	Water and Sewerage Service and Installation Rules
E 1	c	S&I Rules NCs	0
E 1	d	S&I Rules audits (YN)	No
E 1	e	S&I Rules adverse findings (YN)	No
E 2	a	S&I Rules training procedures (YN)	Yes
E 2	b	S&I Rules training procedure reference	Maintenance Services are trained and assessed against the National Water Package 07. Company structures have been developed that align to the Service and Installation rules.
E 2	c	S&I Rules training procedure NCs	0
E 2	d	S&I Rules training procedure audits (YN)	Yes
E 2	e	S&I Rules trg proc adverse findings (YN)	No





## F Network design and maintenance

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
F 1	a	Design standards (YN)	Yes
F 1	b	Design standards reference	Water Supply and Sewerage Standards (Release 2) Design Standards - Standard Specifications
F 1	c	Design standards non-conformances	0
F 1	d	Design standards audits (YN)	No
F 1	e	Design standards adverse findings (YN)	No
F 2	a	Service projections for water (YN)	Yes
F 2	b	Service projection update	2012
F 2	c	Service capability projection estimate	Yes, unknown timeframe
F 2	d	Service capability projection in financial plan	No
F 2	e	Service capability projection citation	Not available
F 2	f	Service projections for Sewerage Network	Yes
F 2	g	Service projection update	6/12/2013
F 2	h	Service capability projection estimate	Partially, does not include future gifted assets
F 2	i	Service capability projection in financial plan	Partially, does not include future gifted assets
F 2	j	Service capability projection citation	Service Capability Projection - Sewer Network Final 6/12/2013
F 2	k	Service projection non-conformances	0
F 2	l	Service projection audits (YN)	No
F 2	m	Service projection adverse findings (YN)	No
F 3	a	Design & construction procedures (YN)	Yes

F	3	b	Design & construction procedure references	PU001 Project Unit Concept Phase, PU002 Project Unit Development Phase, PU003 Project Unit Implementation Phase, PU004 Project Unit Finalisation Phase, Investment Planning and Delivery (IPAD) Concept Development Statement Preparation & IPAD Technical Report Preparation	
F	3	c	Design & construction procedure NCs		2
F	3	d	Design & construction procedure audits (YN)	Yes	
F	3	e	Design & construction procedure adverse findings (YN)	Yes	
F	4	a	O&M procedures (YN)	Yes	
F	4	b	O&M procedure references	Integrated Management System, WASP, Hardcopy, Network drives	
F	4	c	O&M procedure NCs		7
F	4	d	O&M procedure audits (YN)	Yes	
F	4	e	O&M procedure adverse findings (YN)	Yes	
F	5	a	Asset registers (YN)	Yes	
F	5	b	Asset register references	WASP, Oracle and Icon Water Corporate Mapping System	
F	5	c	Asset register NCs		0
F	5	d	Asset register audits (YN)	No	
F	5	e	Asset register adverse findings (YN)	No	
F	6	a	AM program assessments (YN)	Yes	
F	6	b	AM program assessment references	Asset Management Plans, November 2014, IPAD process, Capital Works Program	
F	6	c	AM program assessment NCs		0
F	6	d	AM program assessment audits (YN)	No	
F	6	e	AM prog assessment adverse findings (YN)	No	
F	7	a	AM plans (YN)	Yes	
F	7	b	AM plan references	Asset Management Plans, November 2014	
F	7	c	AM plan NCs		0
F	7	d	AM plan audits (YN)	No	
F	7	e	AM plan adverse findings(YN)	No	
F	8	a	Implementation time	Icon Water's Asset Management Strategy defines the target due date to achieve alignment with ISO5500X as June 2016.	
F	9	a	Performance monitoring procedures	Yes	
F	9	b	Performance monitoring procedure references	National Performance Report, Bureau of Meteorology Reporting, Drinking Water Quality Management Plan	
F	9	c	Performance monitoring procedure NCs		0
F	9	d	Performance monitoring procedure audits	Yes	

F	9	e	Performance monitoring procedure adverse findings	No
F	10		[no question]	
F	10	a	Water network works as per AMP? (YN)	Yes
F	10	b	Sewerage network works as per AMP? (YN)	Yes



## G Water Supply and Sewerage Service Standards Code

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
G 1	a	LWAP (YN)	Yes
G 1	b	LWAP reference	Liquid Waste Acceptance Policy
G 1	c	LWAP NCs	400
G 1	d	LWAP audits (YN)	No
G 1	e	LWAP adverse findings (YN)	No
G 32	a	Rising main risk assessment (YN)	No
G 32	b	Rising main contingency plans(YN)	No
G 32	c	Rising main leak detection (YN)	No



## H Water Metering Code

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
H 1	a	Meter issue procedures (YN)	Yes
H 1	b	Meter issue procedure references	CBS 304 Water Meter Issue
H 1	c	Meter issue procedure non-conformances	0
H 1	d	Meter issue procedure audits (YN)	No
H 1	e	Meter issue procedure adverse findings (YN)	No
H 2	a	Meter monitoring procedures (YN)	Yes
H 2	b	Meter monitoring procedure references	Asset Class Management Plan (AC-WN-9 Property Services Connections and Water Meters)
H 2	c	Meter monitoring procedure NCs	0
H 2	d	Meter monitoring procedure audits (YN)	No
H 2	e	Meter monitoring procedure adverse findings (YN)	No
H 3	--	Check reading requests (#)	537
H 4	--	Number of readings accurate (#)	Data not available
H 5	--	Meter test requests (#)	18
H 6	--	Meters proved NOT defective (#)	18



## KW Key indicators - water supply (potable)

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
K	W1 --	Total water supplied (ML)	47,114
K	W2 a	Connections - water supply (#)	166,249
K	b	Customers on standard contract (#)	167,620
K	c	Less onerous contracts (#)	7
K	W3 a	Water mains - total (km)	3,202
K	b	Water mains - trunk (km)	190
K	c	Water mains - reticulation (km)	3,013
K	d	Water mains - critical (km)	580
K	e	Water mains (critical) maintenance strategy	Critical mains are inspected annually, internal inspections in Bendora Gravity main are carried out annually, other mains are inspected in a two year or three year cycle. Minor defects are repaired during inspection while significant defects are repaired as planned activity. Condition assessment using specialised techniques are carried out engaging external consultants. Pressure on the mains are monitored through the SCADA system.
K	f	Water mains - non-critical (km)	2622
K	g	Water mains - unassessed (km)	Not assessed
K	h	Stop valves (#)	15,430
K	i	Pump stations (#)	25
K	W4 a	Main breaks, old def (#/100km)	27.47
K	b	Main breaks, 2006 def (#/100km)	27.98
K	c	Main breaks, potable (#/100km)	17.79
K	W5 a	Mains UIs (#/1000 prop)	87.11
K	b	Property service UIs (#/1000 prop)	2.51

K	c	Properties with ONE UI (#)	13,041	
K	d	Properties with 2 UI (#)	1,300	
K	e	Properties with 3 UI (#)	125	
K	f	Properties with 4 UI (#)	48	
K	g	Properties with 5+ UI (#)	43	
K	h	Total unplanned interruption events (#)	564	
K	W6	a	Customers on low pressure (#)	0
K		b	Customers repeat low pressure (#)	0
K		c	Customers on low pressure (ops) (#)	0
K		d	Other cl. 7 non-compliances (#)	0
K	W7	--	CAPEX water supply (\$000s)	25,363.11
K	W8	a	Mains repair cost (\$000s)	3,543
K		b	Mains renewal - 100mm (km)	1.57
K		c	Mains renewal - over 100mm (km)	1.2
K		d	Mains renewal cost (\$000s)	2,357.80
K		e	Mains renewal - critical (km)	0
K		f	Mains renewal - non-critical (km)	2.77
K	W9	a	Valve & hydrant repair cost (\$000s)	641
K		b	Valves & hydrants renewed (#)	68
K		c	Valve & hydrant renewal cost (\$000s)	99.3
K	W10	a	ACTFB non-compliances (#)	0
K		b	MOU with ACTFB	See attachment 1
K	W11	a	Water service complaints (#)	219
K	W12	--	Real losses (ML)	2545
K	W13	a	Leakage investigation - length (km)	0
K		b	Leakage investigation - cost (\$000s)	0
K		c	Leakage identified (ML)	0
K	W14	a	Water quantity tests requested (#)	0
K		b	Water quantity tests compliant (#)	0

K	W15 a	DWQC NCs (#)	0
K	b	DWQC NCs network (#)	0
K	c	DWQC NCs undetermined (#)	0
K	W16 a	Total WQ complaints (#)	204
K	b	WQ responses > 4 hr (#)	12
K	c	WQ remedies > 24 hr (#)	12
K	d	Widespread WQ events (#)	0
K	e	WQ complaints unresolved	0
K	W17 a	WQ tests requested (#)	18
K	b	WQ tests compliant (#)	18
K	W18 --	% microbiological compliance (%)	100
K	W19 a	Level D watermain SUI (%)	50
K	b	Level C watermain SUI (%)	50
K	c	Level B watermain SUI (%)	0
K	d	Level A watermain SUI (%)	0





## KS Key indicators - sewerage

**Note:** Responses should be provided in accordance with the Explanatory Notes and the List of Questions.

Sec #	pt	Question (short form)	Utility 2015 response
K	S1 --	Total sewage collected (ML)	32,971
K	S2 --	Connected properties - sewerage (#)	165,704
K	S3 a	Sewers (km)	3,254
K	b	Sewer mains - trunk (km)	362
K	c	Sewer mains - reticulation (km)	2,893
K	d	Sewer mains - critical (km)	Not assessed
K	e	Sewer mains - non-critical (km)	Not assessed
K	f	Sewer mains -unassessed (km)	3,254
K	g	Number of pump stations (no.)	26
K	S4 a	Breaks & chokes - mains (#/100km)	51.89
K	b	Breaks & chokes - connections (#/1000prop)	9.62
K	c	Roots - mains (%)	91.54
K	d	Roots - connections (%)	89.24
K	e	Breaks in mains (#)	1,678
K	f	Breaks in connections (#)	1,552
K	S5 --	Drainage reimbursements	698
K	S6 a	Sewer overflows, total (#)	1,333
K	b	Sewer overflows, critical (#)	39
K	c	Overflows from overload conditions (#)	Not recorded
K	d	Overflows from pump stations (#)	0
K	e	Overflows cause undetermined (#)	35
K	f	Properties subject to repeat overflows (#)	353
K	g	Overflows in properties	9

K	S7	a	Trade waste customers (#)	4600
K		b	Trade waste compliance (#)	4200
K	S7.1	a	Grease trap customers (#)	1160
K		b	Grease trap compliance (#)	1100
K	S8	--	Sewerage complaints (#)	222
K	S9	--	Treatment compliance (%)	99.99
K	S10	--	CAPEX sewerage (\$000s)	23,574.31
K	S11	a	Sewer repair cost (\$000s)	1,289
K		b	Sewer renewal - 150mm (km)	37.32
K		c	Sewer renewal - 225mm (km)	2.2
K		d	Sewer renewal - over 225mm (km)	0
K		e	Sewer renewal cost (\$000s)	9,345.52
K		f	Sewer renewal - critical mains (km)	0
K		g	Sewer renewal - non-critical mains (km)	0
K	S12	a	Sewer connection repair cost (\$000s)	1,030
K		b	Sewer connection renewal (#)	729
K		c	Sewer connection renewal cost (\$000s)	2,891.64
K	S13	a	Sewer length inspected (km)	78.34
K		b	Sewer inspection cost (\$000s)	582.09
K		c	Sewer length cleaned (km)	319.55
K		d	Sewer cleaning cost (\$000s)	1901.54
K		e	Sewer length root-cleaned (km)	0
K		f	Sewer root-cleaning cost (\$000s)	0
K	S14	a	Level D sewer mains SUI (%)	50
K		b	Level C sewer mains SUI (%)	50
K		c	Level B sewer mains SUI (%)	0
K		d	Level A sewer mains SUI (%)	0



## SI Water supply and sewerage - supplementary information

**Note:** Please reference each item with the relevant question.



**Tip :** Press Alt-Enter to start a new line in a cell.

Number	pt	Utility 2015 response
A1		<p>The following audits were conducted:</p> <ul style="list-style-type: none"> <li>- Compliance audit for Murrumbidgee to Googong Water Transfer Scheme Pipeline Management Plan (PMP). The scope of the audit was to conduct an independent audit of the Murrumbidgee to Googong Transfer Scheme in accordance with NSW Government Pipeline Regulation 2013 under the Pipeline Act 1967, AS 2885:3:2012 and the requirements of the Pipeline Licence No 37. Two non-conformances remain open from the 2013-14 audit.</li> <li>- Compliance audit for Murrumbidgee to Googong Operational and Environmental Management Plan (OEMP). The scope of the audit was the implementation of the Operational Environmental Management Plan (OEMP), the relevant subplans and relevant licence and project approval documents (approved by the Department of Planning and Infrastructure) for the Murrumbidgee to Googong Pipeline Transfer Scheme. No non-conformances were received.</li> <li>- HACCP Certification Program Audit. The scope of the audit was to conduct an independent audit to verify that the HACCP Management System complies with the requirements of the Codex Alimentarius (HACCP) and conditions of the HACCP certification. No non-conformances were received.</li> </ul>
B2	e	<p>Emergency training procedure adverse finding: Building fire warden poster was found to show a first aid officer whose first aid qualification had lapsed. Posters had not been managed through document management system. This has been resolved. Posters are now managed documents subject to six month review triggered through IMS including checking of qualification status for next six month period with organisational development.</p>
F3	e	<ol style="list-style-type: none"> <li>1. Failure to retrieve design information for a particular project. Inconsistent filing process.</li> <li>2. Inability to find contractor license &amp; permits. Inconsistent project management filing.</li> </ol>
F4	c	<p>An audit of ACTEW Water's operation and maintenance (O&amp;M) manuals for sewerage pump stations Point hut 1 SP046 and Point hut 2 SP052 was conducted on 8 and 9 July 2014 by Independent Sewer Consulting Services. Seven non-conformances were identified.</p>





Water Supply

Deed of Agreement

**ACT Fire Brigade**

and

**ACTEW Corporation Limited**

(Revision 2, 9 August 2004)

This Agreement is made

2004

between

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 represented by the ACT Fire Brigade ABN 98 636 852 025 of 123 Carruthers St Curtin ACT 2605 ("ACTFB")

and

**ACTEW CORPORATION LTD** ABN 86 069 381 960 a territory owned corporation established under the Territory Owned Corporations Act 1990 of 221 London Cct Canberra ACT 2601 ("ACTEW")

**IT IS AGREED** by the parties as follows:

1. The ACTFB is the ACT government agency responsible for fire rescue and suppression in the 'built up' area of the ACT with a range of other functions including rescue (road, confined space, tunnel, vertical) and hazardous material incidents.
2. ACTEW is the incumbent licensed ACT Water Utility.
3. The ACTFB and ACTEW have agreed on the following objectives outlined in this Agreement for water supply services that will assist the ACTFB respond to emergencies in the ACT built up area.

## **1. INTERPRETATION**

1.1 In this Agreement unless the contrary intention appears:

**ACT** means Australian Capital Territory

**ACTEW WSSS** means ACTEW Corporation Ltd's Water Supply and Sewerage Standards as amended from time to time

**ACTEW** means ACTEW Corporation Ltd, being a person licensed under the Utilities Act 2000 to provide water utility services.

**ACTFB** means ACT Fire Brigade – an ACT Government agency constituted under the Emergencies Act 2004 having as one of its functions, the protection of life and property from fire and other emergencies.

**ACTRES** means ACT Rural Fire Service

**BCA04** means Building Code of Australia, 2004

**developer** means any person or company who undertakes works, either within or outside leased land, that will require modifications or additions to ACTEW's hydraulic networks.

**development proposal** means the proposed creation of new assets within a defined area of land that requires modifications or additions to ACTEW's hydraulic network.

**Chief Officer (Fire Brigade)** means the position established by Part 3.1(29) of the *Emergencies Act 2004* (ACT);

**fire hydrant** means an assembly installed on a water pipeline or main which provides a valved outlet to permit a controlled supply of water to be taken from the pipeline for firefighting. (AS 2419.1-1994 Fire Hydrant Installations Part 1 - System Design, Installation and Commissioning)

**Fire risk** means any building or premises including contents, industrial processes or storage that may present a danger of fire, or support the spread of fire

**GST** means the Goods and Services Tax

**Negligence** has the meaning given under the common law and applicable legislation.

**Maintenance** means work performed to keep equipment operable or to ensure the equipment remains operable or to make repairs.

**Premises** includes land and buildings on it

**Qualified** means having adequate knowledge of the installation, construction, operation or maintenance of apparatus and the hazards involved.

**Static pressure** means the water pressure in the Water Network or fire hydrant system when there is no flow

**Water Services** has the same meaning as provided in section 11 of the Utilities Act 2000.

**Water Network** has the same meaning and function as provided in section 12 of the Utilities Act 2000.

1.2 In this Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) one gender includes the others;
- (iii) each schedule annexure or other document delivered under this Agreement forms part of this Agreement;

- (iv) a reference to a person includes a body corporate or other entity and vice versa;
- (v) a reference to any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it; and
- (vi) headings have been inserted for convenience only and do not affect interpretation.

## OPERATIVE PROVISIONS

### 1. Fire Hydrants— General Provisions

- 1.1. ACTEW shall use all reasonable endeavours to provide that water flow velocity in the Water Network shall not exceed 4m/sec under peak demand and fire flow conditions relevant to a hydrant location.
- 1.2. ACTEW shall use all reasonable endeavours to provide that the maximum static pressure in the Water Network does not exceed 1,300kPa.
- 1.3. ACTEW and the ACTFB agree that where above ground pillar fire hydrants exist on the Water Network, they may continue to provide water for fire fighting purposes provided that they are regularly maintained in accordance with this Agreement and are capable of providing the flows and pressures as stipulated in this Agreement.

### 2. Flow Rates

- 2.1. ACTEW will ensure that the fire hydrants in the Water Network are to be designed, installed, maintained and tested in accordance with the Australian Standards as listed in Part 2 'Technical Requirements for Water Supply' Section 8 'Standards Covering Water Supply Practice' of the ACTEW WSSS.
- 2.2. ACTEW will use all reasonable endeavours, including the maintenance of fire hydrants, to ensure that fire hydrants installed on the Water Network are constantly pressurised to achieve continuous and reliable flows (minimum water requirements) as listed in Table 2-2 of the ACTEW WSSS for the various Fire Risks (F1 – F6), subject to drought, accident, planned or unplanned maintenance or repairs.
- 2.3. As far as practicable ACTEW will ensure that the following additions, alterations or inclusions to the Water Network will not affect the fire flows listed in Table 2-2 of the ACTEW WSSS:
  - i The installation of pressure reducing valves
  - ii The installation of water meters for the purposes of recording water usage
  - iii Future demands on the water network



- iv Future design extension, augmentation or replacement of the water network

2.4. ACTEW will use all reasonable endeavours to provide that the following factors do not materially reduce the flows available in fire hydrants installed on the Water Network to below those listed in Table 2-2 of the ACTEW WSSS for the various Fire Risks (F1 – F6):

- i Periods of peak demands
- ii Ageing of the water network and fire hydrants
- iii Possible incrustation/tuberculation of the mains

2.5. Should the additions, alterations or inclusions to the water network and factors listed above, reduce the flow rates below those listed in Table 2-2 of the ACTEW WSSS, ACTEW will carry out all remedial works, as reasonably practicable, to the Water Network to re-establish these flow rates.

2.6. ACTEW shall use all reasonable endeavours, when providing or specifying water meters and backflow prevention devices, to avoid a resultant fall in fire fighting flows and pressures in the Water Network or private fire fighting systems to below those required in the ACTEW WSS, the BCA96 or relevant Australian Standards. All meters are to be approved meters as defined under section 97 of the Utilities Act 2000.

### 3. Fire Risk Classification and Fire Hydrant Spacings

3.1. The ACTFB will, if requested by ACTEW, review a Development Proposal and identify the fire risk classification applicable to it. At the request of ACTEW, the Developer will provide the ACTFB with the relevant documentation to perform the review. The ACTFB shall use all reasonable endeavours to respond to the developer or ACTEW within one week of the request.

3.2. For type F1, F2 & F3 fire risk classifications as defined in the ACTEW WSSS, the ACTFB and ACTEW agree that within 12 months of the signing of this agreement they will investigate the use of in-ground spring valve fire hydrants in preference to the existing high capacity fire hydrants.

3.3. ACTEW will ensure that fire hydrants installed on the Water Network shall be spaced in accordance with Table 2-3 of the ACTEW WSSS for the various Fire Risks (F1 - F6) for new developments. In redevelopment areas where the Fire Risk classification of a parcel of land has changed due to redevelopment, the installation of additional hydrants or the upgrading of water main diameters will only be undertaken where the existing network and fire hydrant spacing is such that the required fire flows for the new Fire Risk classification cannot be delivered through the existing infrastructure.

- 3.4. As far as is practicable and reasonable, ACTEW will ensure the spacing of fire hydrants on the Water Network for new residential and commercial developments is achieved in compliance with Table 2-3 of the ACTEW WSSS. Where ACTEW has identified that fire hydrant spacing for new residential and commercial developments will not or do not comply with these requirements, it will take appropriate steps to ensure compliance is followed including notifying the ACTFB as soon as reasonably practicable.

#### **4. Fire Hydrant Testing & Maintenance**

- 4.1. ACTFB may periodically check the operation of fire hydrants installed on the Water Network. The ACTFB will take all reasonable care to ensure the operation of hydrants does not cause water hammer in the Water Network or result in damage to the Water Network. ACTFB will ensure all personnel operating hydrants are appropriately trained in the use of hydrants to minimise damage to the Water Network.

Where damage is caused to the Water Network by the ACTFB when checking the operation of fire hydrants under this clause, it will inform ACTEW of the damage as soon as reasonably practicable and in any event within 24 hours.

- 4.2. ACTEW will not charge for undertaking routine or emergency maintenance to fire hydrants unless the damage has been caused by the negligence of the ACTFB or other emergency services in operating the hydrant(s). ACTEW will provide the ACTFB with guidance on how to avoid damaging fire hydrants.
- 4.3. ACTEW and the ACTFB will use all reasonable endeavours to reach agreement on a maintenance regime for fire hydrants that form part of the Water Network within 12 months of signing this agreement.
- 4.4. ACTEW will use suitably qualified and competent persons for maintenance of fire hydrants that form part of the Water Network.
- 4.5. ACTEW shall use all reasonable endeavours to promptly correct or repair damaged parts, or impairments within the Water Network and/or fire hydrants installed on the Water Network that have been identified by the ACTFB, other persons, or persons performing the inspection, test, or maintenance schedule as having the potential to impact on the provision of water supply for fire fighting purposes.

#### **5. Fire Hydrant System Shutdown/Isolation**

- 5.1. ACTEW will make all reasonable efforts, if requested by ACTFB, to assist the ACTFB during fire fighting emergencies by way of reconfiguring parts of the Water Network in order to obtain greater pressure or supply of water to fight the fire. ACTEW will not however be required to undertake reconfiguration that could compromise the Water Network integrity through over pressurisation.
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- 5.2. Where ACTEW plans to shutdown or de-pressurise any part of a main or mains forming part of the Water Network which may impact on the ability to supply water for fire fighting purposes through the Water Network, ACTEW shall notify the ACTFB in writing prior to the shutdown, unless it is due to an emergency.

## 6. Connection To Domestic Supplies

- 6.1. The ACTFB notes that ACTEW's responsibility for providing fire fighting water supplies terminates at the property boundary of leased land. Beyond the property boundary the lessee of the land is responsible for the provision of fire hydrant and fire protection systems. The ACTFB requires fire hydrant systems on leased land to comply with AS2419.1.
- 6.2. ACTEW notes that the ACTFB is prepared to agree to a combined fire and domestic service main on private land conditional on the following:
- i The shutting down of the domestic supply will not shut down the water supply or in any way adversely affect the water supply to the fire hydrants on the combined main
  - ii Where a meter is installed for the purposes of recording water usage, the meter is to be an approved meter as defined under section 97 of the Utilities Act 2000. The meter is not to affect required fire fighting flows and pressures.

## 7. Water Usage by ACTFB and ACTRFS

- 7.1. The ACTFB and the ACTRFS note the health risks associated with their use of the Water Network and agree to operate in accordance with ACTFB agreed guidelines to be developed within 6 months of the date of this agreement, in association with ACT Department of Health and Community Care and ACTEW.
- 7.2. In light of the undertaking given above on the development and observance of health protection guidelines, ACTEW authorises the drawing of water at no charge from its Water Network:
- i by the Chief Officer (Fire Brigade), a person under his or her control, a member of a fire brigade or a police officer, exercising a power or function under the Emergencies Act 2004, part 3.2, for the purpose of protecting life or property or controlling or extinguishing a fire, or dealing with a hazardous material incident, rescue situation or emergency, or as required by the Territory Controller under the Emergencies Act 2004. ACTFB will use all reasonable endeavours to ensure that the exercise of this power or function will not have an adverse effect on the Water Network.

- ii a person acting in reliance on the Emergencies Act 2004 part 4.3(52) for the purpose of extinguishing or preventing the spread of any fire or operational readiness.
- iii by the Chief Officer (Fire Brigade), a person under his or her control, a member of a fire brigade for the purpose of operational readiness or undertaking the testing or checking of fire hydrant operating as detailed in clause 4.1 of this Agreement.

## 8. Plans Showing Location of Fire Hydrants on the Water Network

8.1.<sup>1</sup> ACTEW will maintain plans of its Water Network showing the location of water mains and hydrants relative to street and block boundaries. ACTEW will update and amend the plans when making network changes to reflect the installed Water Network. ACTEW will provide the ACTFB with an electronic copy of hydrant location data annually at no cost and in a format suitable for input to the ACTFB mapping system.

ACTEW will provide printed copies of plans of the Water Network only on request by ACTFB and at a reasonable cost to be paid by ACTFB on application.

All data provided by ACTEW on hydrant locations in either electronic or printed form shall be subject to ACTEW's disclaimer on the positional accuracy and completeness of data.

8.2.<sup>2</sup> ACTFB may make copies at its own expense of electronic data showing hydrant location and plans of the Water Network provided by ACTEW for use by the ACTFB and ACTRFS, however the data and plans shall not be provided to other persons without ACTEW's written permission.

8.3.<sup>3</sup> ACTEW will provide the ACTFB with access, via an Internet web browser, to an electronic version of the maps of the Water Network for on line inquiry. Arrangements for web access to electronic maps will be negotiated between ACTFB and ACTEW in the next 12 months of this Agreement.

## 9. Amendments to Water Supply Standards

9.1. ACTEW will consult the ACTFB concerning any planned material alteration to ACTEW WSSS relating to:

- i the location, number, spacing, flow rate or residual pressure of fire hydrants and the fire main they are connected to (ie. nominal diameter, materials used installation methodologies, etc.); or
- ii the water services section in relation to fire fighting services.

<sup>1</sup> Clause 8.1 amended 2 July 2004

<sup>2</sup> Clause 8.2 amended 2 July 2004

<sup>3</sup> Clause 8.3 amended 2 July 2004

**10. GST**

- 10.1 Unless otherwise indicated, all consideration provided by one party to another for a supply under this agreement is exclusive of any GST imposed on the supply.
- 10.2. Subject to the provision of a tax invoice, if GST is imposed on any supply by one party (Supplier) to another (Recipient) under this agreement, the Recipient must pay to the Supplier the amount imposed in addition without setoff to the amount the Recipient is required to pay the Supplier for the supply in question.”

**11. Term of Agreement**

- 11.1. This Agreement shall commence when executed by both parties.
- 11.2. This Agreement shall remain in force so long as it remains a requirement of the water utility licence issued to ACTEW Corporation by the Independent Competition and Regulatory Commission, or for such longer period as is agreed in writing between the parties.

**12. Termination**

This Agreement may be terminated by either party giving at least 60 days notice in writing to the other party.

**13. Variation**

This Agreement may be varied only by an amendment in writing signed by the parties, or by a determination by the ICRC that represents a lawful exercise of ICRC powers under the water utility licence issued to ACTEW Corporation

**14. Entire Agreement**

14.1. This agreement constitutes the entire agreement of the parties regarding its subject matter.

**15. Assignment**

15.1. A party may not assign its rights under this agreement without the other party's consent.

**16. Dispute Resolution**

16.1. If a dispute arises between the parties under this agreement, the parties will make reasonable endeavours to resolve the dispute as soon as possible. If the dispute is not resolved within one month of a party first notifying the other of the dispute, the dispute is to be referred to the Chief Executive Officer of ACTEW and the Chief Officer (Fire Brigade). They will make reasonable endeavours to resolve the dispute within 14 days of the dispute being referred to them.

16.2. This clause 15 does not prevent a party taking legal action if it considers not to do so would prejudice its interests.

## 17. Notices

17.1. A notice, approval, consent or other communication in connection with this agreement:

- i must be in writing; and
- ii must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in this clause or if the addressee notifies another address or facsimile number then to that address or facsimile number.

17.2. The address and facsimile number of ACTEW is:

Address: ACTEW House  
221-223 London Circuit  
Canberra City ACT 2601

Facsimile: 6248 3567

17.3. The address and facsimile number of the ACTFB is

Address: ACTESA Building  
123 Carruthers St  
Curtin ACT 2605

Facsimile 62078383

17.4. A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

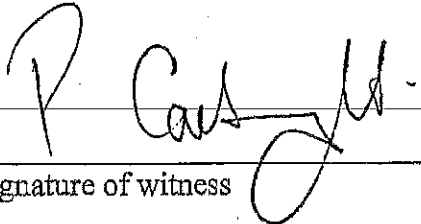
17.5. A letter or facsimile is taken to be received:

- i in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting; and
- ii in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

EXECUTED AS A DEED

Date: ... 13 - 10 - 2004 ...

EXECUTED by the AUSTRALIAN )  
CAPITAL TERRITORY )  
as represented by the ACT Fire Brigade )  
by its authorised representative in the )  
presence of )



Signature of witness

PETER CARTWRIGHT

Name of witness (block letters)



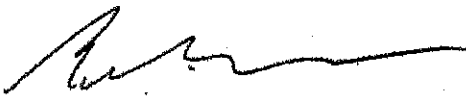
Signature of authorised representative

DAVID PRINCE CHIEF OFFICER

Name of authorised representative

By executing this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Territory

EXECUTED by ACTEW )  
CORPORATION LIMITED )  
ABN 86 069 381 960 )  
by authority of its directors: )



Signature of director

MICHAEL COSTELLO

Name of director (block letters)

Signature of director/company secretary\*  
\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

## Schedule of Amendments

Date	Clause(s) Amended	Brief Description of Amendment
20 May 2003	-	Original Agreement signed
2 July 2004	Clauses 8.1, 8.2, & 8.3	Clauses amended to allow for the provision of electronic copy of hydrant data rather than printed water books.
	Amendment schedule	Amendment schedule added.
9 August 2004	Various	Clauses amended to reflect changes brought about by the Emergencies Act 2004 and changes to names of organisations and positions.