



DEFERRED WORKS DEED (Sewer Works)

[INSERT PROJECT NAME (Estate, Stage #)]

[INSERT GWW REFERENCE NUMBER (LND #)] |

Greater Western Water
ABN 70 066 902 467

[Insert Developer Name]
ABN [Insert ABN]

[Insert Owner Name (if the Developer is not the owner of the Land)]
ABN [Insert ABN]

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DEFERRED WORKS DEED

Dated

Parties

Name	Greater Western Water Corporation (ABN 70 066 902 467)
Address	36 Macedon St, Sunbury, Victoria 3429
Email	ductions@gww.com.au
Short name	GWW

Name	<DeveloperCompanyName>(ABN#)
Address	[## insert]
Email	[## insert]
Contact	[## insert]
Short name	The Developer

[##Note: The following is to be included if the Developer is not the owner of the Land]

Name	<OwnerCompanyName>(ABN#)
Address	[## insert]
Email	[## insert]
Contact	[## insert]
Short name	The Owner

Background

1. GWW and the Developer entered into the Development Deed in relation to the Development Works.
2. The Developer sought GWW's permission for the Deferred Works to occur later than is provided for under the terms of the Development Deed.
3. **##Include if relevant** The Owner is the owner of the Land.
4. The parties have agreed to enter into this Deed to allow the Deferred Works to be completed by the Date for Completion.
5. In consideration for GWW's permission to complete the Deferred Works on the terms of this Deed, the Developer has agreed to provide the security in accordance with this Deed.
6. This Deed varies and is to be read in conjunction with, the Development Deed.
7. If the Deferred Works are being conducted on a subdivision and GWW agrees to early issue of the Consent to a Statement of Compliance, this Deed also records the parties' Deed for the purposes of section 17(2)(c) of the *Subdivision Act 1988* (Vic).
8. GWW may record this Deed on the title to the Land specified in this Deed.

Signing and returning the Deed does not operate as a consent (including any early release of a Statement of Compliance) by GWW. Subject to this Deed, such notices of consent will follow separately.

Particulars

Date of Deed:	[##insert] day of [##insert] 2024 [to be dated by GWW after signing]
Developer:	
Name:	[##insert name of developer]
ABN:	[##insert ABN of developer]
Address:	[##insert address of developer]
Phone:	[##insert phone number of developer]
Contact:	[##insert contact person of developer]
Email:	[##insert email address of developer]
Owner:	[##insert name of Owner if different than developer. If Developer and Owner are the same, state "Same as Developer"]
Land	Title Details: [##insert lot and plan number] , [##insert volume and folio]
Development Deed	See definition in clause 1
Plan of Subdivision for Early Release	Proposed: [##insert stages, plan number and number of lots]
Mortgagee	[##insert name of mortgagee and mortgage number]
Deferred Works	Deferred Works: [##insert summary of deferred works] Date for Completion: [##insert Date for Completion] Deferred Works Security is \$ [##insert amount of deferred works security]
Eduction Security:	[##insert amount of eduction security]
Special Conditions:	1. The Developer will be responsible for eduction arrangements until such time that the Deferred Works are constructed and commissioned to the satisfaction of GWW.

EXECUTED as a DEED

DEVELOPER

EXECUTED by [##insert legal
name of Developer]
in accordance with section 127(1) of
the *Corporations Act 2001* by being
signed by authorised persons:

Director

*Director/company secretary
*Delete whichever is not
applicable

Full Name

Full Name

Usual Address

Usual Address

Witness

OWNER [Delete if not applicable]

[Owner must also execute the
below if the Developer is not the
Owner]

EXECUTED by [##insert legal
name of Owner]
in accordance with section 127(1) of
the *Corporations Act 2001* by being
signed by authorised persons:

Director

*Director/company secretary
*Delete whichever is not
applicable

Full Name

Full Name

Usual Address

Usual Address

Witness

GWW

EXECUTED by **Greater Western Water Corporation ABN 70 066 902 467** by its authorised representative under Instrument of Delegation:

Authorised representative signature

Name of authorised representative

Position of authorised representative

In the presence of:

Signature of witness

Name

1. Definitions

In this Deed the terms and words have the following meaning unless otherwise indicated expressly or by context.

Acceptance of Works	means the stage when GWW is satisfied that the Deferred Works have been completed in accordance with the requirements of the Development Deed, including without limitation clause 7.2 of Schedule 1 to the Development Deed.
Asset Transfer	means the acceptance and transfer of ownership of the relevant part or all the Development Works to GWW.
Charges	means the charges to be paid by the Developer to GWW in respect of the Development and the Works.
Claim	means, in relation to a person, any claim, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual, or contingent.
Commissioned or Commissioning	means the stage at which the Development Works are completed and connected to the GWW System (which includes the Development Works having been tested and commissioned to make use of the GWW System).
Condition	means the conditions of this Deed.
Consultant	has the same meaning as provided under the Development Deed.
Contractor	has the same meaning as provided under the Development Deed.
Date for Completion	means the date by which the Deferred Works must be completed, as specified in the Particulars.
Day	means calendar day.
Deed	means this Deed, comprising the Particulars, these terms and the Schedules.
Defect	has the same meaning as provided under the Development Deed.
Deferred Works	means the relevant part of the Development Works, detailed in the Particulars, which will be deferred as provided for under this Deed.
Deferred Works Security	means the security to be provided in accordance with clause 12 of the Deed.

Design Documents	means the plans, drawings, specifications and other information, samples, models, patterns and the like required by the Development Deed and created (and including, where the context so requires, those to be created by the Consultant or Contractor) for the construction of the Development Works.
Developer	means the party so described in the Particulars
Development	means the land development project being undertaken by the Developer as described in the Development Deed.
Development Deed	means the agreement entered between the parties controlling the design, construction and related requirements in respect of the Development Works, a copy of which is attached as Schedule 1 to this Deed.
Development Works	means the works to be designed and constructed under the Development Deed for the supply of water, recycled water (where applicable) and sewerage assets and infrastructure to service each Lot, and includes any works undertaken in response to a notice issued by GWW with respect to the Defects Liability Period or a Works Warranty Period (as both terms are defined in the Development Deed).
Eduction or Educt	means the process of pumping out sewage (and/or any stormwater that has found its way into the reticulation system) and transferring it to a point of disposal. Eduction is usually carried out because the sewerage outfall (either a branch sewer, a permanent pump station and rising main, or a temporary pump station and rising main) is still under construction or unavailable.
Eduction Capacity Spreadsheet (or ECS)	means a spreadsheet in the form set out in Schedule 5 in relation to any Eduction as required under this Deed.
Eduction Management Plan (or EMP)	means the eduction management plan in the form set out in Schedule 4 in relation to any Eduction as required under this Deed.
Eduction Security	means the security to be provided in accordance with clause 14 of the Deed.
ESC	means the Essential Services Commission, which is responsible for the economic regulation of Victoria's energy, water, and transport essential services.
Goods and Services Tax	means any tax imposed under any GST law and includes GST within the meaning of the ' <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ' as amended.

GWW System	means the water, recycled water, and sewerage systems of GWW.
Heavy Vehicle National Law	means the <i>Heavy Vehicle National Law Application Act 2013</i> (Vic) and <i>Heavy Vehicle National Law Application (Infringements) Regulations 2013</i> (Vic) as amended and any other laws enacted in the Commonwealth of Australia intended to regulate the same subject matter.
Land	means the land so described in the Particulars.
Law	means the law in force in Victoria including, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-law, ordinances or any other legislative or regulatory measures and includes any amendment, modification or re- enactment of them.
Liability	means in relation to a person, any liability or obligation however it arises and whether it is present or future, fixed or unascertained, actual, or contingent and including any liability for consequential or indirect loss, economic loss, or loss of profits.
Lot	means an area within a development that is separately titled or that is, or can be, individually metered for water or recycled water supply purposes.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
Non-Scheduled Charge	means has the meaning specified under the Price Determination.
Owner	means the party so described in the Particulars.
P&E Act	means the <i>Planning and Environment Act 1987</i> (Vic)
Particulars	means the particulars of this Deed
Planning Permission	means any relevant planning permit or other planning permission pursuant to a municipal planning scheme and the <i>Planning & Environment Act 1987</i> (Vic).
Plan of Subdivision	means any plan of subdivision relevant to the Development and this Deed.
Price Determination	means the ESC's price determination for GWW applicable at the Commencement Date, as amended from time to time within the period of the determination.

Standards	<p>means the various standards imposed by GWW in relation to the supervision, construction and defects and maintenance of the Development Works, including:</p> <ul style="list-style-type: none"> • matters specified in the Development Deed; • matters specified in the Design Documents; • any design or construction standards adopted from time to time by GWW, including supplements to or variations of, the WSAA Standards; • the WSAA Standards.
Statement of Compliance	<p>means the statement of compliance for the Plan of Subdivision which may be issued, pursuant to the <i>Subdivision Act 1988</i> (Vic).</p>
Subdivision	<p>means the division of land into two or more lots that can be sold or transferred separately.</p>
Water Act	<p>means the <i>Water Act 1989</i> (Vic).</p>
WSAA Standards	<p>means the design and construction standards and specifications produced by the Water Services Association of Australia ("WSAA") as at the date of this Deed.</p>

2. Application of this Deed

This Deed:

- 2.1 is to be read as a variation to and in conjunction with the Development Deed: and
- 2.2 if the Development is a Subdivision, is also made pursuant to section 17(2)(c) of the *Subdivision Act 1988* (Vic), and Division 2 of Part 9 of the *Planning & Environment Act 1987* (Vic); and
- 2.3 if it includes Special Conditions in the Particulars, those special conditions will have priority over these Conditions.

3. Commencement and ending

- 3.1 Subject to clause 4, this Deed commences from the execution of this Deed by GWW.
- 3.2 This Deed ends when GWW (acting reasonably) determines that the Developer has achieved Acceptance of Works and has complied with all its other obligations under this Deed.

4. Condition precedent to commencement of this Deed

- 4.1 It is a condition precedent to the operation of this Deed that, within 7 days of the execution of this Deed by GWW (or such further period as GWW may agree in its absolute discretion):
 - 4.1.1 The Developer has provided GWW with the validly executed Mortgagee Consent in the form set out in Schedule 2; and
 - 4.1.2 The Developer has provided GWW with the Deferred Works Security in accordance with clause 12.
 - 4.1.3 The Developer has provided GWW with a finalised Education Management Plan (**EMP**) and Education Capacity Spreadsheet (**ECS**) (following GWW review) which have been included at Schedules 4 and 5 respectively.
 - 4.1.4 The Developer has provided GWW the Education Security in accordance with clause 14.
- 4.2 GWW's obligations under this Deed do not take effect unless and until the Developer has satisfied the conditions precedent in clause 4.1. If the conditions precedent are not satisfied within 7 days of the execution of this Deed by GWW, then

GWW may at any time after that date up until the Developer has satisfied the conditions precedent terminate this Deed by written notice to the Developer.

- 4.3 If GWW terminates this Deed under clause 4.2, GWW will have no Liability to the Owner or the Developer and they respectively release GWW from any claims or Liabilities arising under or relating to this Deed or the Development.

5. References to Developer and Owner

- 5.1 If the Developer is the Owner of the Land it enters into this Deed as the Owner and Developer and those terms are used interchangeably.
- 5.2 If the Developer is not the owner of the Land:
- 5.2.1 the Owner must also execute this Deed; and
- 5.2.2 the Developer and the Owner are jointly and severally liable in respect of all obligations specified in this Deed for the Developer.

6. Completion of Deferred Works

The Developer must procure the Deferred Works achieve Acceptance of Works in accordance with the relevant requirements for the Development Works set out in the Development Deed, and otherwise in accordance with this Deed.

7. Quality of Works

The Developer acknowledges that the Deferred Works must be constructed in accordance with the requirements of GWW including the requirements of this Deed under the Development Deed and the Standards.

8. Time for completion

- 8.1 The Developer must ensure that the Deferred Works achieve Acceptance of Works on or before the Date for Completion unless another date is specified in writing by GWW.
- 8.2 GWW will provide notice to the Developer, in accordance with the requirements of clause 7 of the Development Deed, when it considers that the Deferred Works have achieved Acceptance of Works. The process in clause 7 of Schedule 1 to the

Development Deed will apply to completion of the Deferred Works.

9. Development Deed to Apply

- 9.1 The terms and conditions of the Development Deed will continue to apply to the Deferred Works and the Development save and except:
- 9.1.1 to the extent any variations to the extent necessary to give effect to this Deed; and
 - 9.1.2 that Asset Transfer of the Deferred Works from the Developer to GWW will not occur (regardless of the registration of any Plan of Subdivision) until Acceptance of Works has been notified in writing by GWW to the Developer; and
 - 9.1.3 the terms of the Developmental Deed are modified for the Deferred Works by the Special Conditions (if any) in the Particulars.
- 9.2 Any Defects in the Deferred Works will be dealt with:
- 9.2.1 during the Defects Liability Period (as defined in the Development Deed), in accordance with clause 8 of Schedule 1 to the Development Deed; and
 - 9.2.2 during the Works Warranty Period (as defined in the Development Deed), in accordance with clause 9 of Schedule 1 to the Development Deed.

10. Not Used

11. Connection to Development Works

The Developer must or must procure that the owners of the Lots on the Plan of Subdivision, if required in writing by GWW, connect any sanitary fixtures at the Lot or Lots specified by GWW to GWW's System after Acceptance of Works, to the satisfaction of GWW.

12. Deferred Works Security

The Developer must provide the Deferred Works Security to GWW within 7 Days of the date of this Deed which:

- 12.1 must be for the amount specified in the Particulars, or such other amount notified in writing by GWW;

- 12.2 must be an unconditional bank guarantee or other security on terms acceptable to GWW;
- 12.3 must not include a termination date or right of recall or revocation;
- 12.4 must indicate that it is intended to secure the Developer's compliance with this Deed;
- 12.5 is to be provided as a separate security to any Education Security;
- 12.6 may be called upon by GWW to the extent required to recover any costs, expenses or loss incurred by GWW or to complete or repair the Deferred Works where the Developer:
 - 12.6.1 has failed to complete the Deferred Works by the Date for Completion or any extended date agreed to by GWW;
 - 12.6.2 has failed to complete the Deferred Works to the standards and specifications set out in this Deed and the Development Deed, as determined by GWW; or
 - 12.6.3 has failed to rectify any defect in the Deferred Works in accordance with clause 9.2.
- 12.7 may be called on by GWW without notice to the Developer or the Owner before, during or after GWW incurs any expense or undertakes any action in completing or repairing the Deferred Works;
- 12.8 if it has been called on and if so, required by GWW, the Developer must reinstate the Deferred Works Security to its original amount, or any modified amount specified by GWW and any failure to do so means that amount is a debt immediately due and payable to GWW;
- 12.9 GWW will not be liable for any loss occasioned by recourse to the Deferred Works Security; and
- 12.10 Upon awarding of the Acceptance of Works Certificate (as defined in the Development Deed) in respect of the Deferred Works, the Developer may apply to GWW for a return of the balance of the Deferred Works Security then held by GWW (if any). GWW must return the balance of the Deferred Works Security held by it (if any) promptly after receipt by it of the application.

13. Eduction

For eduction, GWW and the Developer agree that the following will apply:

- 13.3 The Developer must carry out the Eduction in accordance with:
 - 13.3.1 the Standard Conditions contained in Schedule 3; and
 - 13.1.2 the EMP and ECS as approved (or amended) by GWW (per Schedules 4 and 5, respectively).
- 13.4 GWW may require the Developer to implement additional controls to mitigate the risks the additional load/extended Eduction period may pose. These controls are detailed in the Eduction Controls Matrix shown in Schedule 6. The Developer will ensure that Eduction is carried out in compliance with the Eduction Controls Matrix, as may be updated from time to time by GWW.
- 13.5 If GWW determines that the Developer has failed to conduct the Eduction in accordance with the approved EMP or ECS, GWW may itself conduct the Eduction, in which case GWW will invoice the Developer the cost of the Eduction which the Developer must pay within 14 Days of any invoice provided.
- 13.6 The Eduction will be ended on the earlier of:
 - 13.6.1 Acceptance of Works and Asset Transfer of the Deferred Works; or
 - 13.6.2 by written notice by GWW to the Developer at any time.

14. Eduction Security

- 14.1 The Developer must provide the Eduction Security to GWW within 7 Days of the date of this Deed, in accordance with the following terms:
 - 14.1.1 in the amount specified in the Particulars (noting that the Eduction Security amount must be increased to an amount specified in writing by GWW should the risk level be raised to at least "High", as described in the Eduction Controls Matrix in Schedule 6);
 - 14.1.2 on the same basis as set out in clauses 12.1 to 12.4; and

- 14.1.3 as a separate Security to any Deferred Work Security.
- 14.2 The Education Security:
- 14.2.1 may be called upon by GWW to the extent required to recover any costs, expenses, or losses incurred by GWW where:
- a) The Developer is obliged to provide Education and fails to complete the Education in accordance with the approved Education Management Plan or otherwise to GWW's reasonable satisfaction; or
 - b) GWW undertakes the Education, and the Developer fails to pay for the cost of Education as required under clause 13.5 of this Deed.
- 14.2.2 may be called on by GWW without notice to the Developer or the Owner before, during or after GWW incurs any expense or undertakes any action in connection with clause 14.2.1; and
- 14.2.3 will be returned to the Developer on the earlier of Acceptance of Works and Asset Transfer of the Deferred Works or by written notice of GWW to the Developer that Education has ceased and any money owing to GWW by the Developer or the Owner has been paid.

15. Early Release of GWW Consent

- 15.1 The Developer must provide a formal written request to GWW seeking early release of Consent to the Statement of Compliance and identifying the applicable stages of development and assets for which early release or deferment of works is sought.
- 15.2 GWW's Consent to Statement of Compliance prior to the Acceptance of Works will not be provided by GWW unless and until the following conditions have been satisfied:
- 15.2.1 the Consent to Statement of Compliance will only apply to the relevant stage of the Plan of Subdivision identified in the Particulars;
 - 15.2.2 the Developer and Owner have complied with every clause of this Deed;
 - 15.2.3 any conditions within the planning permit for the Plan of Subdivision imposed by, or for the benefit of, GWW continue to be enforceable by GWW, through this Deed;

- 15.2.4 the indemnities provided in this Deed specifically apply, in addition to other matters, to any actual loss incurred by any purchaser or potential purchaser of the Land or part of it;
- 15.2.5 the Developer must provide evidence that it has acquired any and all easements necessary for connecting any sewerage or water infrastructure, in favour of GWW over either the Land or other land; and
- 15.2.6 other requirements set out in the planning permit for the Development and the Development Deed (except as modified by the Deed) have been met.

16. Successors in title

Unless and/or until this Deed is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the P&E Act, the Developer must ensure that the Developer's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Deed including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Deed. Until that deed is executed, the Developer remains liable to perform all the Developer's obligations contained in this Deed.

The Developer must bring this Deed to the attention of all prospective purchasers, mortgagees, chargees, lessees, transferees and assigns in respect of the Land.

17. Further Assurance

The Developer must do all things necessary (including signing any further Deed, acknowledgment, or document) to enable GWW to record this Deed on the folio of the Register which relates to the Land.

18. Payment of GWW's costs

The Developer agrees to pay on demand to GWW, GWW's costs and expenses (including any legal fees incurred on a solicitor-client basis) of the preparation, registration, and enforcement (if necessary) of this Deed.

19. Non-compliance

- 19.1 At any time during this Deed, GWW may:

- 19.1.1 notify the Developer, in writing, of any failure to comply with the terms of this Deed, and require the Developer to remedy the non-compliance within the period set out in the notice;
 - 19.1.2 at its discretion, rectify the non-compliance; and
 - 19.1.3 recover the reasonable costs and expenses incurred as a result of the Developer's non-compliance from one or more of the Deferred Works Security, the Owner or the Developer.
- 19.2 The Developer and Owner agree that all costs, expenses, or other monies which are due and payable under this Deed will remain a charge on the Land until they are paid in full.

20. Covenants run with the land

The Developer's obligations in this Deed are intended to take effect as covenants which will be annexed to and run at law and in equity with the Land and every part of it, and bind the Developer and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

21. The Developer's warranty

The Developer warrants that:

- 21.1 the Developer (or Owner as the case may be) is the registered proprietor (or is entitled to become the registered proprietor) of the Land;
- 21.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Developer affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to GWW;
- 21.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958* (Vic); and
- 21.4 until this Deed is recorded on the folio of the Register which relates to the Land, the Developer or Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land otherwise than in compliance with this Deed and then not without first

disclosing to any intended purchaser, transferee, assignee, or mortgagee the existence and nature of this Deed.

22. Release and indemnity

- 22.1 The Owner and Developer release GWW to the full extent permitted by Law from all Claims, losses (including economic losses), Liabilities, costs and expenses resulting from any accident, destruction, damage, loss, death or injury arising out of or in any way connected with the carrying out of the Deferred Works except to the extent that the Claims arise out of GWW's unlawful act or omission.
- 22.2 The Owner and Developer indemnify GWW and must keep GWW indemnified against any Claim, loss (including economic loss), Liability, damage, cost and expense suffered by GWW arising, whether directly or indirectly, from, or in the course of, or caused by;
- 22.2.1 the design and construction of the Deferred Works;
 - 22.2.2 any breach by the Owner or the Developer of their respective obligations in relation to the Deferred Works;
 - 22.2.3 any act or omission of the Owner, the Developer, the Contractor, the Consultant or persons engaged by them for the purposes of this Deed;
 - 22.2.4 except to the extent that any such accident, destruction, damage, loss, injury or death has been caused by the unlawful act or omission of GWW, or persons under its control.
 - 22.2.5 any claim or liability, penalty, or fine incurred as a result of any breach of Law, including a failure to comply with the Heavy Vehicle National Law in the performance of Education.
- 22.3 To the extent permitted by Law, the Owner and the Developer indemnify GWW from and against any Claim, loss, Liability, damage, cost and expense suffered or incurred by GWW as a result of any difference between the amount GWW would otherwise have been entitled to recover, but for the operation of the *Wrongs Act 1958* (Vic), including as a result of the insolvency or incapacity of a concurrent wrongdoer (as that term is defined in the *Wrongs Act 1958* (Vic)).
- 22.4 Each indemnity in this Deed survives the expiry or termination of this Deed.

- 22.5 GWW may recover a payment under an indemnity in this Deed before it makes any payment in respect of which the indemnity is given.

23. Acknowledgement in relation to Education and Early Release

The Developer and Owner acknowledge that nothing in this Deed requires GWW:

- 23.1 to carry out the Deferred Works; or
- 23.2 to carry out Education, or continue carrying out Education, if GWW commences Education, from the Land or part of the Land.

24. Goods and Services Tax

- 24.1 In this clause 24 all definitions and interpretations will have the meaning given to them by the GST Law as defined in section 195-1 of the GST Act.
- 24.2 Unless otherwise stated, the amounts shown in this Deed are exclusive of GST.
- 24.3 If GST is payable on any supply made under or in connection with the Development Deed:
- 22.3.1 to the extent, if any, the consideration otherwise provided for that supply is expressed as an amount of money, the consideration is increased by the amount of the GST relating to the amount of money otherwise payable; and
 - 22.3.2 the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or in the consideration has already been paid or provided, within 7 Days of receiving a written demand from the supplier.

25. No Fettering of GWW's powers

The Developer acknowledges and agrees that this Deed does not fetter or restrict GWW's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

26. No trust

Each party warrants and represents that it is not entering into the Deed as trustee of any trust or settlement other than as approved in writing by GMW prior to the execution of the Deed and subject to clause 30.

27. Governing law and jurisdiction

This Deed is governed by and is to be construed in accordance with the laws of Victoria and its Courts.

28. Securing Payments

It is acknowledged and agreed that in any case where any monies are due to GWW pursuant to this Deed, and such monies are owed by the Developer or Owner of any part or all the Land, that debt is a charge on the Land, including pursuant to Section 274(4A) of the Water Act, in favour of GWW.

29. Notices

A notice or other communication required or permitted, under this Deed, to be served on a person must be in writing and may be served:

- 29.1 personally, on the party's representative;
- 29.2 by leaving it at the party's address set out in this Deed; or
- 29.3 by posting it by prepaid post addressed to that person at the person's current address for service.
- 29.4 A notice or other communication is deemed served:
- 29.5 if served personally on the party's representative or left at the party's address, upon service;
- 29.6 if posted within Australia to an Australian address, on the third day after posting; and
- 29.7 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

30. Trustee Warranties

If a party enters into this Deed as trustee of a trust (Trustee Party), the Trustee Party represents and warrants that:

- 30.1 the trust for which it has been appointed trustee has been duly established;

- 30.2 the Trustee Party is the only trustee of the trust and no action is proposed to remove the Trustee Party as trustee of the trust;
- 30.3 the Trustee Party has the power and authority under the trust deed to enable its entry into and performance of this Deed, and it is complying with any conditions attached to the approvals;
- 30.4 the Trustee Party has the right to be indemnified out of the assets of the trust in respect of all obligations and liabilities incurred by it under this Deed, the assets of the trust are sufficient for that purpose and the Trustee Party will not do anything after the date of this Deed to limit its right of indemnity;
- 30.5 the Trustee Party's obligations under the trust deed and this Deed are valid and binding, and enforceable against the Trustee Party;
- 30.6 the Trustee Party has no notice that action has been taken or proposed to terminate the trust;
- 30.7 the Trustee Party is not in default under the trust deed;
- 30.8 a copy of the current and complete trust deed has been provided to the O&M Contractor; and
- 30.9 the Trustee Party has been incorporated in accordance with laws of its place of incorporation, is validly existing under those laws and the Trustee Party has the power and authority to carry on the Trustee Party's business as it is now being conducted.

31. Interpretation

In this Deed, unless the contrary intention appears:

- 31.1 the singular includes the plural and vice versa;
- 31.2 a reference to a document or instrument, including this Deed, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 31.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 31.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

- 31.5 words importing one gender include other genders;
- 31.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 31.7 a covenant, undertaking, representation, warranty, indemnity, or agreement made or given by:
 - 31.7.1 two or more parties; or
 - 31.7.2 a party comprised of two or more persons,
 - 31.7.3 is made or given and binds those parties or persons jointly and severally;
- 31.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments, or replacements of any of them;
- 31.9 a recital, schedule, annexure, or description of the parties forms part of this Deed;
- 31.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 31.11 if an act required to be done under this Deed on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 31.12 a reference to an authority, institution, association, or body ("original entity") that has ceased to exist or been reconstituted, renamed, or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 31.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Deed.

SCHEDULE 1 Development Deed

[##GWW to insert relevant Development Deed here for completeness]

SCHEDULE 2

Mortgagee Consent

[##insert name of mortgagee] as Mortgagee under Mortgage No. **[##insert mortgage number]** which encumbers **[##insert particulars of Land]** (the Land):

1. acknowledges that its consent as Mortgagee is a condition precedent to the operation of the Deferred Works Deed between the Developer, Owner (if applicable), and Greater Western Water;
2. consents to the Developer and Owner (if applicable) entering into the Deferred Works Deed with Greater Western Water; and
3. agrees to be bound by the terms of the Deferred Works Deed if the Mortgagee becomes Mortgagee in possession of the Land.

.....
Signature:

.....
Title:

.....
Full Name

.....
Date

SCHEDULE 3

Standard Conditions

Greater Western Water (GWW) will in principle allow all affected lots within the development as indicated on the submitted plan to be temporarily sewered by eduction until the sewerage outfall is completed.

GWW will agree to the Developer undertaking the management of the temporary eduction of sewage subject to acceptance of the following conditions:

1. The Developer is fully responsible for the management of the sewage eduction and discharge of the educted sewage. The Developer may nominate an agent, subject to GWW approval, to manage the sewage eduction on its behalf.
2. This Deferred Works Deed is limited to the stage(s) specifically detailed in the Particulars. In the event GWW agrees to:
 - approving additional lots to be educted in conjunction with this Deferred Works Deed (should not be assumed that this will necessarily be approved) and/or
 - if the eduction period is prolonged, and/or
 - if there is a risk to safety, amenity or the environment identified by GWW during the eduction period

GWW at its sole discretion reserves the right to request additional controls to be implemented by the Developer to mitigate the risks the additional load/extended eduction period may pose. Refer Schedule 6 - Eduction Controls Matrix (which may be amended by GWW from time to time).

The Developer must monitor its compliance with Schedule 6 - Eduction Controls Matrix and notify GWW of non-compliance or suspected non-compliance.

3. Should the Developer nominate an agent to manage the temporary eduction the responsibility for compliance with these conditions remains with the Developer.
4. The Developer or nominated agent who will manage the temporary sewage eduction on behalf of the Developer, must have the following capabilities and experience:
 - ability to prepare and develop contingency plans and risk assessments, undertake engineering computations, manage reporting, and analyse data provided to GWW, recommend changes to eduction management (including location and frequency) depending on the eduction data gathered and manage the specialist contractor undertaking the eduction.
 - an awareness of the requirements for local sewer design and sewer system capacity, confined space practice / legislation, and preparation of Job Safety Analyses and Traffic Management Plans.

- compliance with any registration, permit or licencing requirements under the current EPA Act.
5. The Developer is to manage all sewage eduction to ensure that no spilling of sewage occurs at any time and that all reasonable measures are taken to mitigate odours and noise. In the event of any spilling of sewage, odour or noise complaint, the Developer is fully responsible for all clean up and any associated works costs including any EPA / other authority fines and costs.
 6. The Developer is to always comply with Schedule 4 - Eduction Management Plan (EMP) detailing all aspects of the management of the temporary eduction provided by the Developer.

The Developer shall also complete a network eduction capacity assessment per Schedule 5 - Eduction Capacity Spreadsheet.

The Developer shall ensure that:

- The existing sewer reticulation system is utilised as sewage storage until the sewerage outfall is completed.
 - Should the network capacity be less than the estimated daily sewage flow generated by the relevant stage(s) (assuming 450 litres per lot per day), a below ground storage vessel is required to be constructed to provide the additional storage volume required and:
 - Eduction shall occur from the maintenance hole accessing this storage vessel.
 - Land shall be reserved for the below ground storage vessel and this vessel shall be constructed no less than one month prior to one day's network capacity being exceeded. This storage vessel shall be installed on the instruction of GWW at the Developer's cost and shall be operated and maintained solely by the Developer.
 - Where necessary, U-plate(s) will need to be installed downstream of the eduction point(s) to prevent unauthorised discharge of sewage. Inflatable plugs are not permitted.
 - Once the sewerage outfall is completed and GWW can release the sewerage outfall (As-Built info accepted and Acceptance of Works Certificate issued under the Development Deed), the sewer will be connected to the sewerage outfall and the eduction process will cease. GWW's written permission is to be obtained before removing the U plate(s).
7. The Developer is to ensure that any work done on GWW assets is constructed and tested in accordance with GWW quality assurance procedures.

8. The Developer is to engage a GWW Accredited (SC10) Contractor for works in confined space conditions to undertake the sewage eduction. Any changes to the nominated Contractor shall be notified to GWW.
 9. The Developer and any nominated Contractor shall comply with GWW's Confined Spaces Procedure at all times. These requirements are documented in the following web page: [GWW Management of Confined Spaces Procedure](#).
 10. The Developer is to ensure the nominated Contractor obtains and maintains a Confined Space Entry permit from GWW to access the eduction and discharge maintenance holes. The Confined Space Entry permit must be obtained prior to eduction commencing. The Confined Space Entry permit number details are to be included in the EMP.
 11. The Developer is to manage the nominated Contractor to ensure they comply with all required conditions specified in this document.
 12. The Developer is to only use the nominated sewer maintenance hole from which the sewage is to be educted and the nominated sewer maintenance hole into which the educted sewage is to be discharged.
 13. The Developer is to ensure all maintenance hole(s) for the eduction are located alongside an existing road and clear of existing residential development in locations nominated by GWW. In the event a maintenance hole for eduction is not located alongside an existing road then the Developer is to construct and maintain an all-weather access track to the maintenance hole until either the permanent roads are constructed or eduction ceases. This track is to be constructed clear of any existing titled properties. Proposed residential development adjacent to the eduction maintenance hole is to be withheld from sale until after eduction ceases to avoid noise and odour complaints.
 14. The Developer is to ensure that the eduction maintenance hole has either:
 - A high-level alarm, linked to the Eduction Contractor and GWW's Operational Control Centre (OCC). If the critical alarm is triggered, a notification will be sent out to the eduction company and the OCC, simultaneously. The OCC will contact the eduction company directly to attend the site. If unsuccessful, GWW will perform the eduction at the Developer's cost. GWW will advise the Developer the name of the relevant company for supply and installation of the high level alarm, for the Developer to engage at the Developer's cost.
- or:
- An active monitoring system, including an independent high-level alarm. Levels of 60%, 80% and 100% shall be notified to the relevant GWW PM. For 100%, the GWW PM will contact the eduction company directly to attend the site. If unsuccessful, GWW will perform the eduction at the Developer's cost.

15. The Developer is to ensure all maintenance hole(s) to be educted from are sealed on their downstream side by a U-plate. Inflatable plugs are regarded as a temporary device and are not to be used. A minimum of 2 days prior to eduction commencing, GWW is to be notified in writing of all the maintenance hole(s) U-plated and their date of sealing. The Developer must keep a record of all U-plated maintenance hole(s) and ensure the plates are removed as soon as they are no longer required and notify GWW of their removal.
16. The Developer is to ensure all eduction maintenance hole(s) are inspected and monitored on a weekly basis as a minimum, with increased frequency should there be stormwater build up that requires eduction. Once sewage eduction commences, this is to be carried out on a weekly basis as a minimum. If the monitoring indicates the frequency of eduction requires altering to suit the current volumes of sewage/system capacities, then the Developer is to confirm with GWW the proposed alterations. The Developer is responsible for arranging the alterations to frequency of eduction.
17. The Developer is to provide GWW with a weekly eduction progress report detailing as a minimum all eduction maintenance hole inspection times, dates, levels of sewage in the maintenance hole and the time, date, and volume of sewage educted. A weekly report is to be provided from the date GWW executes the Deferred Works Deed to the management of sewage eduction irrespective of whether any sewage is required to be educted.
18. The Developer shall maintain a register of the number of properties under construction and the number of properties completed and connected to the sewer network. This register shall be forwarded to GWW upon request.
19. The Developer is to ensure the Accredited Contractor maintains an up-to-date Traffic Management Plan, Emergency Procedure and Job Safety Analysis for each sewage eduction and discharge maintenance hole location. These documents are to be made available to GWW on request.
20. The Developer must demonstrate procedures it has in place to ensure that it, and all persons engaged in eduction and transportation services will at all times comply with the requirements of the Heavy Vehicle National Law, including:
 1. Demonstrating that it has procedures in place to ensure that all relevant persons understand, and will comply with, HVNL requirements (including executive training on the HVNL and the chain of responsibility/shared responsibility/safety duties under the HVNL);
 2. Processes for identifying and regularly updating:
 - (a) compliance with and any potential or actual breaches of the HVNL; and
 - (b) risks and hazards in compliance with the HVNL and measures being taken to control these risks including resources allocated to control these risks.

3. Where a heavy vehicle is being utilised as part of the education process:
 - (a) the safety of transport activities relating to the vehicle (including reasonable and legal working hours, load, and rest requirements);
 - (b) adequate insurance (either by the Developer or service provider) on commercial terms reasonably required for an agreement for a heavy vehicle performing education services; and
 - (c) warranties from the service provider they will comply with the HVNL and institute compliance measures as similarly required by the Education Management Plan.
4. Arranging for audits verifying the Developer's compliance with the HVNL;
5. Ensuring the Developer has adequate resources to comply with, and conduct due diligence on its compliance with, the HVNL;
6. Arrangements that will enable GWW to continue engaging relevant transport operators if GWW is required to carry out the education in place of the Developer.
21. The Developer is responsible for the establishment of any works to enable the temporary education to be undertaken and managed, the decommissioning of these works (including the removal of any U-plates from maintenance holes) and any reinstatement of GWW assets affected upon completion of the temporary education.
22. The Developer is to bear all costs associated with the management of the temporary education of sewage and compliance with these conditions.
23. The Developer may be required to relocate education discharge to a different discharge maintenance hole from that nominated, and is solely responsible for any additional costs incurred.
24. The education maintenance hole and/or education trucks are subject to random quality sampling by GWW.
25. The Developer is to ensure sewers are cleaned prior to removing U-plates when education is no longer required. Jet cleaning may be required to remove all rubble and silt that may have built up during education and CCTV inspection may be required to ensure the sewers have been cleaned.
26. The Developer is to prepare a communication plan for properties in the vicinity of the education maintenance hole(s). This will describe the reasons for the educations, the education time of day and regularity, odour mitigation measures, and the Developer's contact for queries/concerns. The communication plan would be activated should education be required and upon the first Certificate of Occupancy for these properties.

Prior to activation, the relevant contacts at both GWW and Council shall be notified. The Developer is to provide quarterly updates to all properties in the vicinity of the education maintenance hole(s).

27. The sewerage outfall works delivery program shall be as provided in the EMP.

SCHEDULE 4

Eduction Management Plan

##Template only: Consultant to complete at same time as Eduction Capacity Spreadsheet. GWW PM to attach final version of EMP and Longitudinal Section showing maximum allowable sewage level.

<u>KEY INFORMATION</u>	
<i>Project Description</i>	The XXXX - Stages 1, 2 & 3 (until XXXX outfall is tested and commissioned). Period = XX months.
<i>Eduction Point</i>	Maintenance Hole (MH) XXXX (refer to plans for details of the above points)
<i>Nature of Waste to be Educted</i>	Sewage
<i>Defined Discharge Point</i>	Street - MH number
<i>Consultant / Developer</i>	XXXX Pty Ltd / XXXX Pty Ltd
<i>Consultant Contact Details</i>	Phone
<i>Developer Contact Details</i>	Phone
<i>Eduction Contractor</i>	XXXX Pty Ltd
<i>Eduction Contractor Emergency Contact</i>	Phone
<i>Confined Space Access Permit No.</i>	XXXX
<p><u>General Information</u></p> <p>Eduction management shall be engaged and managed by XXXX [Consultant].</p> <p>There is one point of eduction that shall be managed in the following manner:</p> <ul style="list-style-type: none"> Maintenance Hole XXXX shall be the eduction point. Inspections shall commence on a minimum weekly basis but will be increased to a daily basis if the volumes being monitored are frequently nearing the critical level. A U-plate shall be installed at the outlet of MH XXXX. Access to this point shall be via XXXX. <p>All elements of the following procedures shall be followed for maintenance of the Eduction Management Plan.</p> <p>U-plates are to be used, not inflatable plugs.</p> <p>Any breach of Greater Western Water's (GWW's) requirements for eduction management shall be a breach of the Deferred Works Deed for adoption of this management plan.</p>	

All costs incurred for management of education shall be borne by the developer.

The Education Contractor is required to complete and submit to the GWW Operational Control Centre (OCC), an *Application to Access/Enter Confined Spaces* (via [GWW Confined Space Entry Application](#)).

This form will prompt the Education Contractor to supply information relating to the works to be undertaken which includes, but is not limited to, the following:

- Type of work and reason for the work to be undertaken
- Copies of valid Confined Space Entry training RTO (i.e. refreshed every 2 years).
- A risk assessment
- A map indicating the location of the works.

A Confined Space Entry Permit will then be issued. This permit is subject to compliance with the regulations stipulated in the GWW's *Confined Space Entry Procedure* (via [GWW Management of Confined Spaces Procedure](#)), technical specifications associated with these works and the conditions described in this Education Management Plan.

Prior to gaining access to the confined space, a call-in phone call to the GWW OCC (via 1800 057 981) shall be conducted. Permission to access the confined space will be granted and call out times confirmed. A GWW Case Number will also be provided.

Once confined space entry work is completed, the Education Contractor shall make a call-out phone call to the OCC to advise person(s) have exited the confined space.

Education Contractors are advised that it is their responsibility to advise of sewer entry and exit. If personnel are sent to verify exit has occurred, all costs incurred by GWW will be charged to the Developer.

The Confined Space Entry Permit is to be held on site by the Worksite Supervisor and be made available to any GWW representative during the work.

Only Education Contractors accredited with GWW to Category SC10 (Live Sewer Non-Entry) are permitted to work within a Live Sewer, and all personnel in the Live Sewer crew must hold current Confined Space Entry qualifications.

All rubble falling into the sewer must be removed during the work.

The Education Contractor shall:

- be responsible for any spill or overflow resulting from these works. Any spill, no matter how small, must be reported to the GWW Control Room immediately (1800 057 981)
- clean up any sewer spill to the satisfaction of the Environment Protection Authority (EPA).

If the use of unsafe work practices is applied on site, GWW or its representative will order the work to cease immediately, and a non-conformance will be issued, and contractor registration may be withdrawn. Work will not recommence until an authorised representative from GWW is satisfied that remedial action has been taken to overcome the situation.

These conditions must be complied with in addition to all relevant legal requirements and good practice.

Inspection Procedure for Eduction Maintenance Hole XXXX

1. Check U-plates(s) inserted in outlet of MH XXXX on a minimum weekly basis.
2. Check level of sewage in MH XXXX on a minimum weekly basis. Once the weekly basis inspection records indicate a depth range of less than XXXX m below cover level depth, frequency of inspections should be conducted daily.
3. Comply with OH&S procedures for raising access chamber covers.
4. Install a high-level alarm on the eduction MH to alert that the sewage level is approaching critical level, or an active monitoring system. For this eduction MH, the adopted approach is XXXX.
5. Once the inspection records indicate a depth of XXXX m below cover level (RL XXXX), educt until MH is empty.
6. Manage eduction to ensure that under no circumstances is the level to be higher than XXXX m below cover level (RL XXXX) which corresponds to the critical level (RL XXXX).
7. Eductions are to be conducted on at least a weekly basis.
8. Record inspection results (date, time, sewer levels pre and post eduction, volume educted).

Rainfall Events

After / during heavy or continuous rainfall:

1. Check level of sewage in MH XXXX.
2. Engage Eduction Procedure based on sewage levels specified in Inspection Procedure for Eduction Maintenance Hole.
3. Record date of rainfall event and inspection results.

Eduction Procedure

Should eduction be required, the following procedure must be followed:

1. All parties must comply with OH&S requirements associated with access to GWW 'Live Sewer' environments.
2. Provide barriers to control accidental spills.
3. Replace access chamber cover securely.

4. Dispose of sewage to approved discharge MH.

Discharge of Sewage

Discharge of sewage will be to MH XXXX located on [Insert Address]

Emergency Procedure

Immediately surcharging or spillage of effluent is detected, the following steps must be implemented:

1. Advise GWW, contact no. **1800 057 981**
2. Contain spill. For surface flows, excavate a pond to hold effluent. Educt contained effluent.
3. Any soils contaminated by surface flow must be excavated, placed on a truck, and disposed of at a low-level waste disposal site.
4. Prepare event report and forward to the GWW Project Manager.

Delivery Program

Submit a delivery program for the sewerage outfall works activities, including the expected Date for Completion of commissioning of the works.

SCHEDULE 5

Eduction Capacity Spreadsheet

Example only: Consultant to complete at same time as EMP. GWW PM to attach here.

EDUCATION PLAN FOR "Stage Details"										
Educing from Manhole TD1-2										

Note:
The maximum level of sewage is determined as the lower of either:
- 1m below the lowest MH cover
- 150 mm below the lowest house property branch

NETWORK 1 - "Stage 1 Details"										
Access Chamber	Storage Capacity - Manholes					Storage Capacity - Pipes				
	Maximum Level	Invert Level	Manhole Dia m	Manhole Area m2	Manhole Capacity litres	Pipe Dia m	Chainage m	Length m	Area m2	Pipe Capacity litres
TD1-2	76.020	74.469	1.05	0.8659	1343.01	0.150	-1.500	10.088	0.0177	178.27
TD1-3	76.020	74.612	1.05	0.8659	1219.19	0.150	8.588	31.800	0.0177	561.95
TD1-4	76.020	74.854	1.05	0.8659	1009.64	0.150	40.388	34.468	0.0177	609.10
TD1-5	76.020	75.114	1.05	0.8659	784.51	0.150	74.856	21.631	0.0177	383.31
TD1-6	76.020	75.288	1.05	0.8659	633.84	0.150	96.547	65.523	0.0177	1157.99
TD1-7	76.020	75.755	1.05	0.8659	229.46	0.150	162.076	6.459	0.0177	114.14
TD1-8	76.020	75.828	1.05	0.8659	166.25	0.150	168.535	83.400	0.0177	280.73
TD1-9	76.020	79.461	1.05	0.8659	0.00	0.100	251.935	12.500	0.0079	0.00
TD1-9S	76.020	80.69	0.10	0.0079	0.00		264.435			
TD1-2	76.020	74.469	1.05	0.8659	0.00	0.100	0.000	34.012	0.0079	0.00
TD1-2S	76.020	78.993	0.10	0.0079	0.00		34.012			
TD1-5	76.020	75.114	1.05	0.8659	0.00	0.100	0.000	32.537	0.0079	0.00
TD1-10	76.020	78.092	1.05	0.8659	0.00	0.100	32.537	16.779	0.0079	0.00
TD1-10S	76.020	78.680	0.10	0.0079	0.00		49.316			
TD1-9	76.020	79.461	1.05	0.8659	0.00	0.100	0.000	6.800	0.0079	0.00
TD1-9T	76.020	79.596	0.10	0.0079	0.00		6.800			
Total Manholes					5,385.91	Total Pipes				
						Total Network 1 =				
						8,671.40				

NETWORK 2 - Stage 2 Details										
Access Chamber	Storage Capacity - Manholes					Storage Capacity - Pipes				
	Maximum Level	Invert Level	Manhole Dia m	Manhole Area m2	Manhole Capacity litres	Pipe Dia m	Chainage m	Length m	Area m2	Pipe Capacity litres
TD1-8	76.020	75.828	1.50	1.7671	0.00	0.150	0.000	34.700	0.0177	163.08
TD1-12	76.020	78.430	1.05	0.8659	0.00		34.700			
Total Manholes					0.00	Total Pipes				
						Total Network 2 =				
						163.08				

TOTAL NETWORK CAPACITY (1+2) = 8,834.48										
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SCHEDULE 6

Eduction Controls Matrix

GWW Eduction Controls Matrix (to be used when Deferred Works Deed is approved due to extenuating circumstances during construction of the outfall, whether permanent or temporary)

Notes

The eduction status is to be proactively managed by the Developer and/or their Consultant throughout the life of the Deferred Works Deed. Should the duration of eduction increase and/or the total number of lots increases (the latter following GWW approving SOC of additional stage(s) due to further extenuating circumstances only), the risk level may rise and more stringent controls would then be applied.

Eduction will not be permitted for industrial developments that require trade waste agreements.

Estimated/Actual Duration of Eduction

Note: This refers to months from execution of initial Deferred Works Deed

<6
6-9
9-12
>12

Estimated/Actual No. Residential Lots to be Educed

Note: Non-residential flows (e.g. schools) within residential estates to be converted to residential lots based on 450 L/lot/day

<50
50-100
101-150
>150

Matrix

Duration	Estimated/Actual No. Residential Lots to be Educed			
	<50	50-100	101-150	>150
>12	Medium	High	Significant	Significant
9-12	Medium	Medium	High	Significant
6-9	Medium	Medium	Medium	High
<6	Low	Low	Low	Low

Definitions

Risk Level	Controls	Comments
Low	<ul style="list-style-type: none"> - Executed Deferred Works Deed (including Deferred Works Security lodged) - Eduction Security lodged - Eduction MH minimum 50 m from nearest occupied lot - Storage (min. 1 day @450 L/lot/day - in network or in network plus underground tank - land for tank to be reserved) - High level alarm or active monitoring (although houses unlikely to be occupied, these are required for any stormwater intrusion or groundwater infiltration) - Separate truck access or <2 trucks per day - Monthly report on number of lots occupied and progress on outfall delivery 	<ul style="list-style-type: none"> - May only be a few houses occupied by 6 months - Longer buffer (i.e. at least 75 m) required if nearest lot to east (based on prevailing winds to east) - Developer is required to construct and maintain an all-weather access track if the eduction MH is not located alongside an existing road
Medium	<ul style="list-style-type: none"> - Executed Deferred Works Deed (including Deferred Works Security lodged) - Eduction Security lodged - Eduction MH minimum 50 m from nearest occupied lot - Storage (min. 1 day @450 L/lot/day - in network or in network plus underground tank - land for tank to be reserved) - High level alarm or active monitoring - Special eduction MH cover assembly (reinforced concrete with DN230 DI Lid) installed in place of standard MH cover - Separate truck access or <3 trucks per day - Monthly report on number of lots occupied and progress on outfall delivery 	<ul style="list-style-type: none"> - Longer buffer (i.e. at least 75 m) required if nearest lot to east (based on prevailing winds to east) - Special eduction MH cover assembly reduces odour and improves safety - standard MH cover to be reinstated once eduction ceases or pumping utilised (refer High and Significant Risk Levels) - Developer is required to construct and maintain an all-weather access track if the eduction MH is not located alongside an existing road
High	<ul style="list-style-type: none"> - Executed Deferred Works Deed (including Deferred Works Security lodged) - Eduction Security (x2) lodged - Eduction MH minimum 50 m from nearest occupied lot - Storage (min. 1 day @450 L/lot/day - in network or in network plus underground tank - land for tank to be reserved) - High level alarm or active monitoring - Temporary pump installed in MH plus rising main to network (managed by developer - eduction still required if necessary as backup) - Separate truck access or <4 trucks per day (of at least 20 kL capacity) - Monthly eduction performance review meetings (consultant and contractor) - Monthly report on number of lots occupied and progress on outfall delivery 	<ul style="list-style-type: none"> - Longer buffer (i.e. at least 75 m) required if nearest lot to east (based on prevailing winds to east) - High priority for outfall to be completed - Developer is required to construct and maintain an all-weather access track if the eduction MH is not located alongside an existing road
Significant	<ul style="list-style-type: none"> - Executed Deferred Works Deed (including Deferred Works Security lodged) - Eduction Security (x2) lodged - Eduction MH minimum 50 m from nearest occupied lot - Storage (min. 1 day @450 L/lot/day - in network or in network plus underground tank - land for tank to be reserved) - High level alarm or active monitoring - Temporary pump installed in MH plus rising main to network (managed by developer - eduction still required if necessary as backup) OR Construct temporary SPS plus rising main to network - Separate truck access or >4 trucks per day (20 kL capacity) - Monthly eduction performance review meetings (consultant and contractor) - Monthly report on number of lots occupied and progress on outfall delivery 	<ul style="list-style-type: none"> - Longer buffer (i.e. at least 75 m) required if nearest lot to east (based on prevailing winds to east) - Very high priority for outfall to be completed - Developer is required to construct and maintain an all-weather access track if the eduction MH is not located alongside an existing road