



2008

**Customer
Charter**

Wastewater Services

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1.0 Introduction

1.1 The role of this charter

This charter sets out the broad philosophy of the Shire of Moora in supplying sewerage services to the Moora Townsite in accordance with the Licence issued to the Shire by the Economic Regulation Authority.

The Shire of Moora may amend this Charter by agreement with the Authority. The Charter will be terminated if the Shire of Mooras' license is terminated. This Charter is subject to relevant provisions in the Water Acts¹, the *Health Act 1911* and the *Local Government Act 1995*.

The charter informs you, the customers of the Shire, of your rights in accordance with the provisions of the licence, including service interruptions, levels of service, complaints procedures. If you would like a copy of the operating licence please contact the Shire on (08) 9651 1401 or the Economic Regulation Authority on (08) 9213 1900 or the Authority's website at www.era.wa.gov.au.

1.2 Our commitment to service

The Shire will provide its sewerage services in a manner that is fair, courteous and, timely – with a focus on consultation with our customers, respecting your rights, and meeting your reasonable expectations.

1.3 Stakeholders

The Shire of Moora, its employees, and ratepayers thereof, are the major stakeholders in this service. Ratepayers own most businesses operating in the townsite.

1.4 Services we provide

¹ *Water Boards Act 1904, Metropolitan Water Supply, Sewage and Drainage Act 1909, Water Agencies (Powers) Act 1984 and the Water Services Licensing Act 1995.*

The Customer Service Charter is reviewed every three (3) years with consultation within the Shire of Moora by a group headed by the CEO of the Council, the Works Manager, Environmental Health Officer, Senior Finance Officer and interested members of the public. Consultation meetings will be conducted on an as needs basis to consider the operation of the Waste Water Services Scheme, problems encountered and improvements necessary so that a final draft of the Review can be concluded.

1.8 Performance

The Waste Water Services Scheme will be conducted in accordance with the performance criterion as required under Economic Regulation Authority's Operating Licence. Regular checks are made of the assets of the scheme and improvements are made as required on a continuing basis.

2.0 Your Basic Rights

2.1 Your rights to wastewater services

Subject to the Water Acts, the Shire shall provide a service for the removal, treatment and disposal of wastewater under the terms set out in this Charter and the Operating Licence. In certain circumstances, the Shire may supply water for other than drinking purposes (e.g., treated effluent) in a manner agreed with the customer.

The Shire shall treat and dispose of wastewater in an environmentally responsible manner. All wastewater treatment plants shall operate in accordance with the licence conditions set by and or agreements with the Department of Environment and Conservation.

Occasionally some odours occur in treatment plants and these may affect nearby residents. The Shire shall respond to complaints of odours by investigating the report and advising the customer of the outcome within one working day.

2.2 Your rights to industrial and commercial wastewater services

Industrial and commercial wastewater may be accepted for discharge in the Shire's wastewater system subject to compliance with the Shires' requirements. An agreement with a customer for industrial and wastewater services to be provided by the Shire shall be documented in an industrial waste permit issued by the Shire.

2.3 Your rights in relation to sewage spills

If a sewer overflow occurs on your property due to failure of the Shires' assets, representatives of the Shire in partnership with the Water Corporation shall be onsite as soon as possible, but within two hours of being notified. Action shall be taken to restore the service, clean up the affected area and minimize any damage or inconvenience.

2.4 Your rights to consultation and information

The Shire is committed to involving its customers on issues relating to its programs and services. Community involvement in the Shires' service planning and decision making processes will be sought through forums such as focus groups, customer surveys, and displays at local functions. The Shire will use local media bulletins to advise customers of any system change that may result in significant variation in its service levels.

The Shire will publish and make available at its premises information on matters relating to its wastewater services and on other aspects such as charging and complaints handling. Information regarding these matters can be obtained from the Shires' business office.

The Shires' representatives will provide identification, their name and section when engaged in business discussions with customers

2.5 Your rights to assistance, redress and compensation

If the Shires' or the Water Corporations' activities have caused damage to your property or disruption to you, such as a sewer overflow, the Shire or the Water Corporation shall deal with the matter in a fair and business-like manner, whether or not a complaint is received. The Shire or the Water Corporation may rectify damage and, as necessary and reasonable, compensate you subject to the provision of Section 62 of the Health Act (as amended) and the Water Acts.

2.6 Charges and accounts

If an error is made resulting in the customer paying more than the correct amount, the excess amount shall be held in credit for a future charge, or refunded, at the discretion of the customer.

The Shire has the discretion to make refunds, adjustments and waive or defer payments.

The Shire can make special financial arrangements to assist customers experiencing hardship in the payment of their accounts. Information on these options is available from the Shires' offices or by calling the telephone number shown on your account.

Statements of account for outstanding charges are issued on a regular basis. In addition, the Shire shall supply additional statements of account on request. A fee applies for this service.

Utility service availability and other charges are made against the owner of the land to which services are available or supplied and are the responsibility of the property owner. A property owner is responsible for payment of the charges set by the Shire as applicable to the property.

An account shall be regarded as having been delivered when it is transmitted to a property owner at the address notified to the Shire by the property owner or the property owners' agent. It is the property owner's responsibility to notify the Shire of any change of address.

The Shire may charge interest on overdue accounts as prescribed in By-laws made under the Water Agencies (Powers) Act (1984). Also, if a customer's cheque is not honored for any reason, the Shire may pass on any costs incurred.

If an error is made in the charges that result in the customer paying less than the correct amount, the customer may be required to pay the correct amount upon request.

2.7 Connecting to our services

Applications for wastewater service connections should be made at the Shires' business office. These applications must be accompanied by the related building plans. Single applications for approval shall be processed on receipt at the Shires' business office. Multiple applications shall be processed within seven business days of receipt. An administration fee and installation inspection charge will be made for applications to connect.

Where a (Shire) wastewater reticulation main is available to your land and has the capacity for the required service, the Shire shall, on application by you, approve connection to the wastewater system, under the terms and conditions set out in this Charter, the Licence and the Water Acts.

Where a junction to an available sewer does not exist, the Shire will provide a junction, by arrangement with the licensed plumber installing the property sewer. No headwork fee applies where a service availability charge has been applied to a property, except for those subject to redevelopment.

If the Shires' waste water system is available to a property, which produces or has capacity to produce waste water, it is a requirement for the property owner to connect to the system, subject to the provisions of section 72 of the Health Act (as amended).

2.8 Disconnection

If the wastewater service is no longer required by you, a disconnection from the Shires' services may be approved provided that:

- the Shire is first notified of the intention, and
- a fee is paid to the Shire which shall arrange the disconnection, and
- the property has no further wastewater disposal requirement.

In most circumstances, disconnection of a wastewater service does not terminate this Charter. The Shire is required under the Water Acts and Licence to levy a service availability charge to the owner of land (including vacant land) where wastewater services are available for connection. The Charter is void if there were no services available and no charges levied.

The Shire shall reconnect its services at your request and on compliance with the terms and conditions of this Charter. A reconnection fee shall apply.

2.9 Enquiries, suggestions, complaints and disputes

The Shire values your enquiries and suggestions on ways it can improve its services. If you have an enquiry you can telephone the Shire on (08) 9651 1401 during business hours. You will receive prompt, courteous and helpful replies and will be told who is handling your enquiry.

Telephone calls to the emergency numbers shall be answered promptly and advice of action to be taken and timing given within one hour of your call. General written correspondence will be replied to as soon as possible normally within seven business days. Over the counter and telephone enquiries will be responded to within 24 hours

When you lodge a complaint, (either in writing, or verbally), the Shire shall address the issue in a timely and efficient manner. A representative of the Shire shall respond in person within three business days of a complaint being lodged. Where this response advises the need for further assessment you shall receive a written reply within seven business days, advising of actions to be taken with the final resolution of the Shire being advised in writing within 15 business days. If the matter requires

resolution of Council the final advice will outline likely actions if Council approves. Councils' decision will be advised in writing within 7 days of the Meeting.

If you are not satisfied with a solution offered or action taken on a complaint, you may seek referral to the Shires' Chief Executive Officer, who shall investigate the complaint, assess the appropriateness of the Shire's response and either confirm or amend the Shires' proposed solution or action.

If the matter has not been resolved to your satisfaction within 15 business days, you may refer the matter to the Department of Water, at the following address;

Customer Services Officer
The Department of Water
Water Industry Support Branch
PO Box K822
Perth WA 6842

Email: WISBcomplaints@water.wa.gov.au

Webb Address: www.water.wa.gov.au

The Department of Water will seek a detailed explanation of the nature of the complaint, the solutions or actions offered by the Shire and the reasons why these are not acceptable to you. The Department of Water will respond with its opinion on the matter and suggest a solution to the parties involved.

If you remain dissatisfied with the outcome, you may submit the matter to arbitration selected by you from a list provided by the Department of Water. The Arbitrators' decision, including award of costs, will be binding on both parties and will include further action on the matter. You may elect to bypass the arbitration process and take legal action to resolve the matter.

3.0 Our Powers

3.1 Entry to your property

The circumstances, in which the Shire representatives may enter your property to carry out investigations and/or work on the Shire wastewater system, are set out in the Health Act (as amended) and the Water Acts. Any such entry shall normally occur during business hours, except in cases of emergency. For planned work within a property, the Shire shall advise the occupier in advance. In cases of emergency, the occupier, if present, shall be informed of the repairs to be undertaken and the anticipated length of time for the work.

3.2 Rectifying defective work

If the Shire becomes aware of the presence of any defective or improper work forming part of your wastewater pipes and fittings which may impair the effective operation of the Shire system, it may serve a notice requiring you to remedy any such defect or improper work within a specified time. If the terms of the notice are not followed, the Shire may enter the customer's property to remedy the defective or improper work. This action, if taken, shall be in accordance with the relevant Acts and the full cost of any remedial work shall be charged to the customer.

3.3 Service interruptions

The Shires' wastewater services are designed to be available 24 hours a day. However, the Shire may interrupt, postpone or limit its wastewater services to customers:

- if any part of works is damaged, for example, by bursting, blockages or breakdowns; or
- if it is necessary to inspect, maintain, repair or replace any part of works; or
- for connection of new works or services; or
- if an event occurs beyond the Shires' control, including acts by others, sabotage, flood, earthquake, power or water shortage or industrial action.

Except in emergencies, the Shire shall give notice to you of its intention to interrupt, postpone or limit the supply of services for the purpose of regular maintenance or works programs. Unless interruptions are limited to a few minutes, notification shall be given to domestic customers – at least 48 hours prior, and for commercial and industrial customers – at least two working days prior or by agreement.

3.4 Maintenance

The Shires' wastewater services are provided from the point where the pipes serving your property connect to the Shire's wastewater reticulation main.

Wastewater reticulation mains (sewers) and associated fittings remain the property of the Shire whether or not they are located within private property. The location of these structures can be obtained from the Shire office. You are required to ensure that the Shires' pipelines and structures are reasonably accessible, are not interfered with, covered, built close to, built over, or damaged.

Prior to undertaking building or construction activity on land connected or capable of being connected, it is a requirement to gain the Shires' approval. In the first instance, you should contact the Shires' office. Unauthorised property improvements, which interfere with the Shire's assets, may be required to be removed at your cost.

The Shire is responsible for the maintenance of sewer property connections where they are unable to be cleared or repaired from the inspection shaft – provided that the depth of the repair job is 2.5 metres

or more, and/or the fault in the property connection is outside the property concerned.

You are responsible for all plumbing, pipes and fixtures on or serving your property to the point where pipes connect to the Shires' sewer property connection. Where the sewer property connection is at a depth of less than 2.5 metres and is situated within the property boundary, you are responsible for maintenance of that property sewer connection.

3.5 Discharge of unauthorised substances

It is your responsibility to ensure that storm water (including roof runoff) and other unauthorized substances are not discharged into the Shires' sewer. Certain waste products are not suitable for disposal in the Shires' wastewater system because of their nature and ability to pollute. Specialized procedures for disposal are required for substances such as:

- cooking oil and grease – these should be placed in a container or wrapped and placed in the rubbish bin;
- paint, paint thinners, dry cleaning fluids, engine oil, solvents, acids, alkalis, laboratory chemicals, kerosene, garden poisons, polishes or cleaning products – such substances should be deposited at a local council collection point for these materials (this only applies to substances used for domestic purposes); and
- products like disposable nappies, panty hose, sanitary napkins, tampons, cotton buds, syringes, toilet deodorant packs and razors – **these should be wrapped and placed in the rubbish bin.**

3.6 Limitation or withdrawal of services

The Shire may discontinue its wastewater services in the following circumstances:

- if you do not comply with the terms and conditions of this Charter;
- if there is a public health, environmental and/or safety risk to the Shires' services from your service connection (e.g. backflow risk or unauthorized industrial waste discharge),

- if you do not pay, or meet and make arrangements to pay, overdue charges for the services.

If there is a health and safety risk the Shire shall discontinue service immediately. In all other cases, the Shire shall provide 48 hours notice in writing of its intention to refuse or alter or restrict its services.

The Shire shall reinstate its supply of services at your request and on compliance with the terms and conditions of this Charter. A fee applies for this service.

3.7 Liability

The Shire is liable for any loss or damage that you may suffer:

- as a result of a breach of this Charter by the Shire, its servants or agents; and
- as the result of a negligent act or omission by the Shire, its servants or agents;
- as a result of the failure to meet standards prescribed by its Operating Licence or regulations (if any).

The Shires' liability is limited as follows:

The Water Services Licensing Act allows the Shire to interrupt, suspend or restrict the provision of a water service if, in the Shires' opinion it is necessary to do so because of an accident, emergency potential danger or other unavoidable cause. The Shire is not liable for any loss or damage that arises from any such interruption, suspension or restriction unless the customer has an agreement with the Shire that expressly states that the Shire is, to the extent that the agreement states, liable in those circumstances.

The Shires' liability under breach of this Charter is limited to the rights of compensation and redress set out in this Charter. The Shires' liability for

failure to meet prescribed standards is limited to the amount prescribed as a penalty in its Operating License or regulations.