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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 BROOKTON (or "the Shire") in supplying wastewater services to the town of Brookton in accordance with the Licence issued by the Economic Regulation Authority under the *Water Services Licensing Act 1995*.

The Shire of Brookton may amend this charter by agreement with the Authority. This Charter will be terminated if the Shire of Brookton's licence is terminated. This Charter is subject to relevant provisions in the *Water Acts* \* (see footnote). The charter informs you, the customers of the Shire of Brookton, of your rights in accordance with the provisions of the licence, including service interruptions, levels of service, and complaint procedures. If you would like a copy of the operating licence please contact the Shire on 9642 1106 or the Economic Regulation Authority on (08) 9213 1900.

### **1.2 Our commitment to service**

The Shire will provide its services to the town, ratepayers, and any property owners within the operating area, in a fair, courteous and, timely manner with a focus on consultation with our customers, respecting your rights, and meeting your reasonable expectations.

### **1.3 Services we provide**

The Shire will endeavour to provide a service to collect, treat and dispose of domestic effluent water discharged from each customers' property to the Shire's sewer system.

### **1.4 How to contact us**

Environmental Health Officer  
Postal address: PO Box 42,  
Brookton W.A. 6306  
Telephone number: (08) 9642 1106  
Facsimile number: (08) 9642 1173  
Email: [Admin@Brookton.wa.gov.au](mailto:Admin@Brookton.wa.gov.au)  
Office hours: 8:00am to 4:15pm Mon to Fri.

### **1.5 Emergency Assistance**

The Shire is providing an emergency contact number in the event there should be an overflow from the sewer. The contact is Gary Clark 0427 421 032

"Water Acts" refers to the following Acts: *Water Boards Act 1904, Metropolitan Water Supply, Sewerage and Drainage Act 1909, Water Agencies (Powers) Act 1984, Water Services Licensing Act 1995, Health Act 1911 and Local Government Act 1995, Health Act 1911 and Local Government Act 1995.*

## **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 (eg, treated effluent) in a manner agreed with the customer.

The Shire of Brookton 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.

Should any odours occur in the treatment plants, that affect nearby residents, the Shire shall respond to complaints of odours by investigating the report and advising the customer of the outcome within 48 hours. 95% of the customers will not experience a wastewater overflow or unacceptable levels of odour.

### **2.2 Your rights to industrial and commercial wastewater services**

Industrial and commercial wastewater may be accepted for discharge to the Shire of Brookton wastewater system subject to compliance with the shire's requirements. An agreement with a customer for industrial and wastewater services to be provided by the Shire of Brookton shall be documented in an industrial waste permit issued by the Shire. Currently no industrial businesses are connected to the scheme in either town.

### **2.3 Your rights in relation to sewage spills**

If a sewer overflow occurs on your property due to failure of the Shire's assets, representatives of the Shire shall be on site as soon as possible, but within 3 hours of being notified. Action shall be taken to restore the service, clean up the affected area and minimise any damage or inconvenience.

### **2.4 Your rights to consultation and information**

The Shire of Brookton is committed to community involvement in the Shire's service planning and decision making processes, and will be sought through forums such as, mail outs, information on noticeboards, and local advertising. The Shire of Brookton will publish and make available 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 Shire office at 14 White St Brookton's.

### **2.5 Assistance, redress, and compensation**

If the Shire of Brookton's activities have caused damage to your property or disruption to you, such as a sewer overflow, the Shire shall deal with the matter in a fair and business-like manner, whether or not a complaint is received. The Shire of Brookton may rectify damage and, as necessary and reasonable compensate you subject to 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 will make special financial arrangements to assist customers experiencing hardship in the payment of their accounts. Information on these options is available from the Shire's office or by calling the telephone number shown on your rates notice.

Statements of account for outstanding charges are issued on a regular basis. In addition the Shire of Brookton shall supply additional statements of account on request. A fee may apply 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 of Brookton 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 of Brookton by the property owner or the property owner's 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 the *Water Acts*. Also, if a customer's cheque is not honoured for any reason, the Shire may pass on any additional costs incurred.

If an error is made in the charges which results in the customer paying less than the correct amount, the customer may be required to pay the correct amount upon request or have the additional amount added to the next billing.

## **2.7 Connecting to our services**

Applications for wastewater service connections should be made at the Shire. These applications must be accompanied by the related building plans.

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 fee applies where a service availability charge has been applied to a property, except for those subject to redevelopment.

If the Shire's wastewater system is available to a property, which produces or has capacity to produce wastewater, it is a requirement for the property owner to connect to the system. The Shire has the discretion to make refunds, adjustments and waive or defer payments.

## 2.8 Disconnection

If the wastewater service is no longer required by you, a disconnection from the Shire of 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 its 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 that it can improve its services. If you have an inquiry you can telephone the Shire on (08) 9642 1106 during business hours.

Telephone calls to the emergency number shall be answered promptly and advice of action to be taken and timing given within one (1) hour of your call. General written correspondence will be replied to as soon as possible within 10 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 5 business days of a complaint being lodged. Where this response advises the need for further assessment a written reply will be sent from the Shire offices within 3 business days.

If you are not satisfied with a solution offered or action taken on a complaint, you may seek referral to the Shire's Chief Executive Officer, who shall investigate the complaint, assess the appropriateness of officer's response and either confirm or amend the officer's 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  
The Atrium  
168 St George Terrace  
PERTH WA 6000  
Phone number: (08) 6364 7600  
Website address: [www.water.wa.gov.au](http://www.water.wa.gov.au)  
Email address: [WISBcomplaints@water.wa.gov.au](mailto:WISBcomplaints@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 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 by an Arbitrator selected by you from a list provided by the Department of Water. The Arbitrator's decision, including award of costs, will be binding on both parties and will preclude 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's representatives may enter your property to carry out investigations and/or work on the Shire's wastewater system, are set out in 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's 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 Shire 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
- should an event occur beyond the Shire's 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 24 hours prior, and for commercial and industrial customers -at least 5 days prior or by agreement.

### **3.4 Maintenance**

The Shire's 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 Shire's 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 Shire's approval. In the first instance, you should contact the Shire's 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. This is 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 Shire's 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 stormwater (including roof runoff) and other unauthorised substances are not discharged into the Shire's sewers. Certain waste products are not suitable for disposal in the Shire's wastewater system because of their nature and ability to pollute. Specialised 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;

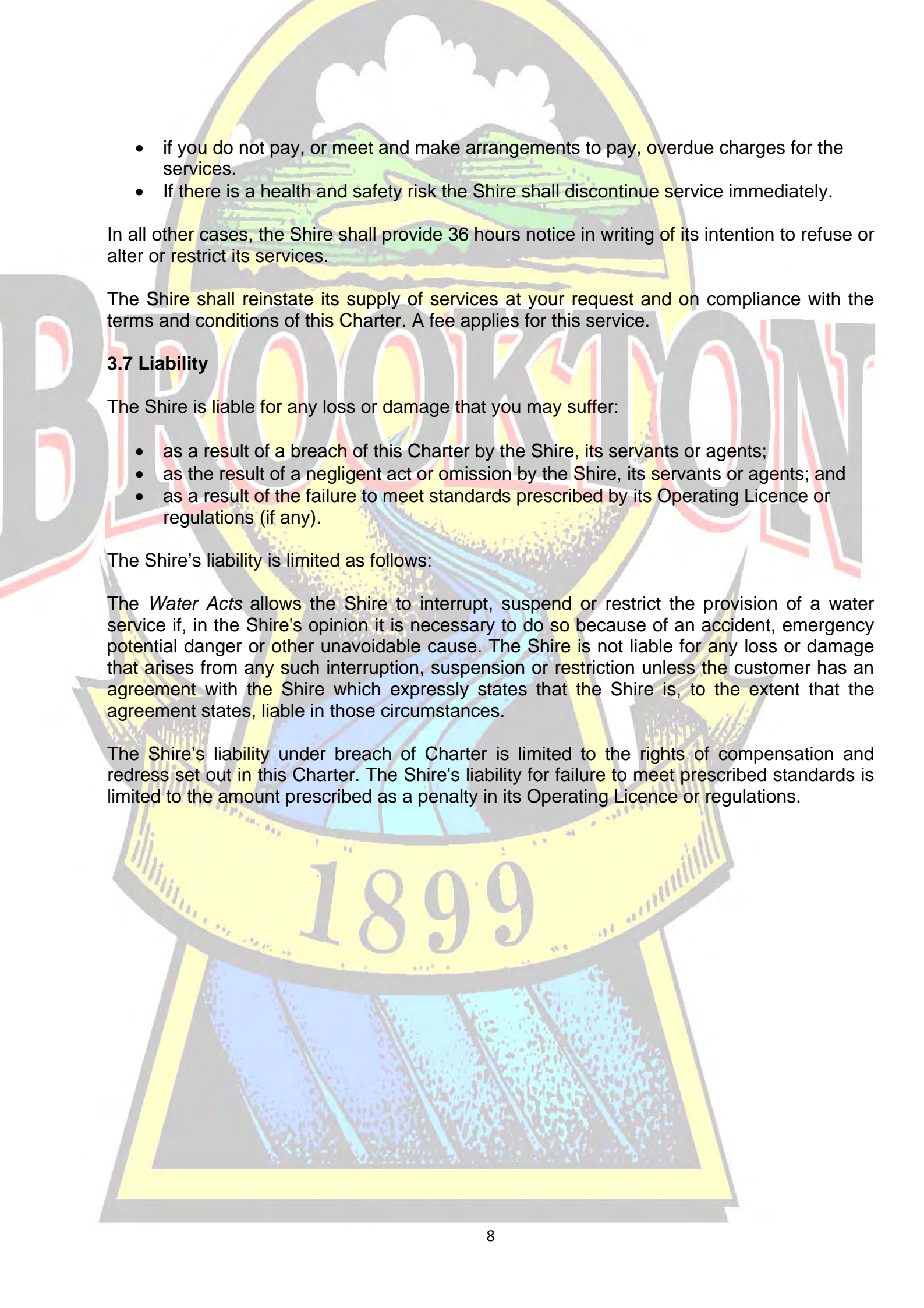
Paint, paint thinners, dry cleaning fluids, engine oil, solvents, acids, alkalis, laboratory chemicals, kerosene, garden poisons, polishes or cleaning products -such substances should be deposited at a local council collection point for these materials (this only applies to substances used for domestic 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 Shire's services from your service connection (eg backflow risk or unauthorised industrial waste discharge);

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- 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 36 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;
- as the result of a negligent act or omission by the Shire, its servants or agents; and
- as a result of the failure to meet standards prescribed by its Operating Licence or regulations (if any).

The Shire's liability is limited as follows:

The *Water Acts* allows the Shire to interrupt, suspend or restrict the provision of a water service if, in the Shire's 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 which expressly states that the Shire is, to the extent that the agreement states, liable in those circumstances.

The Shire's liability under breach of Charter is limited to the rights of compensation and redress set out in this Charter. The Shire's liability for failure to meet prescribed standards is limited to the amount prescribed as a penalty in its Operating Licence or regulations.