



**SHIRE OF MORAWA
CUSTOMER SERVICE
CHARTER
FOR
MORAWA
WASTEWATER
SCHEME**

Reviewed –October 2016.

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December 2004 Reviewed October 2016

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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 Morawa in supplying wastewater services to the town of Morawa in accordance with the Licence issued to the Shire of Morawa by the Economic Regulation Authority under the *Water Services Licensing Act 1995*. This Charter is subject to relevant provisions in the *Water Acts*¹, the *Health Act 1911* and the *Local Government Act 1995*.

The Shire of Morawa may amend this charter by agreement with the Authority.

This Charter will be terminated if the Shire of Morawa's licence is terminated.

The charter informs the customers of the Shire of Morawa of their rights in accordance with the provisions of the licence, including service interruptions, levels of service and complaints procedures. If you would like a copy of the operating licence please contact the Shire of Morawa at the number below or the Economic Regulation Authority on (08) 9213 1900, or at <http://www.era.wa.gov.au>.

The Shire of Morawa will review this Charter annually.

1.2 Commitment to service

The Shire of Morawa will provide its services in a manner which is fair, courteous and timely, with a focus on consultation with customers, respecting rights, and meeting reasonable expectations.

1.3 Services we provide

The Shire of Morawa will use its best endeavours to provide a service to collect, treat and dispose of domestic sewage discharged from each customer's property to the Morawa Shire's wastewater system. In addition the Shire of Morawa shall provide other services on terms agreed upon between the customer and the Shire of Morawa.

The area of operation of the Scheme is the Morawa Townsite.

1.4 How to contact us

Postal address: P0 Box 14, Morawa WA 6623
Office hours: 8:30 am to 4:30 pm
Facsimile number: (08) 99711284
Telephone number (08) 99711204
Contact Officer: Chief Executive Officer

1.5 Emergency assistance

The Shire of Morawa maintains a 24 hour emergency contact service for emergency events, such as an overflow from a sewer. The after hours numbers of the relevant responsible officers (See Below) are found in the

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

Morawa District Telephone Directory. Shire of Morawa Emergency phone numbers:

Works Supervisor:

P Buist (08) 99711082 Mob 0427380312

Executive Manager Development & Administration:

S Appleton (08) 99711307 Mob 0417309265

Chief Executive Officer

J Roberts (08)99711025 Mob 0427 711 204

2.0 Your Basic Rights

2.1 Your rights to wastewater services

Subject to the Water Services Act 2012 and the Water Agencies (Power) Act 1984 (“the water acts”), the Shire of Morawa 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 of Morawa may supply water for other than drinking purposes (eg, treated effluent) in a manner agreed with the customer.

The Shire of Morawa 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 Regulation.

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

The owner of land for which statutory charges who applies for the provision of a water service by the Shire of Morawa is entitled to the provision of a water service subject to the terms and provisions of the service and the statutory charges that are due to the licensee being paid (*Water Services Act Section 73*).

The Shire of Morawa may refuse to provide, or may suspend the provision of a water service to a person entitled to the service under the Water services Act 2012 where a person refuses to comply with a prescribed requirement relating to the provision of the service (*Water Services Act section 21 (2) (c)*).

The Shire of Morawa may refuse to provide a water service to a person who is not authorised by the licence to be entitled to the service under the Water Services Act 2012. The service may also be refused where the location is within the area of the licence specified for the service and the provision of the service is not financially viable or practicable (*Water Services Act Section 21 (3) (c)*).

The Shire of Morawa will ensure in any 12 month period that 90% of all connections are completed before the end of ten business days starting on

the day on which the customer has paid the relevant fees and complied with the relevant requirements.

2.2 Your rights to industrial and commercial wastewater services

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

2.3 Your rights in relation to sewage spills

If a sewer overflow occurs on your property due to failure of the Shire of Morawa's assets, representatives of the Shire of Morawa shall be on site 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 minimise any damage or inconvenience.

2.4 Your rights to consultation and information

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

The Shire of Morawa 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 Shire of Morawa's business office at 26 Winfield Street, Morawa.

The Shire of Morawa's representatives will provide identification, their name and position when engaged in business discussions with customers.

2.5 Your right to assistance, redress and compensation

If the Shire of Morawa's activities have caused damage to your property or disruption to you, such as a sewer overflow, the Shire of Morawa shall deal with the matter in a fair and business-like manner, whether or not a complaint is received. The Shire of Morawa 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 of Morawa has the discretion to make refunds, adjustments and waive or defer payments.

The Shire of Morawa can make special financial arrangements to assist customers experiencing hardship in the payment of their accounts. Information on these options is available from the Shire of Morawa office or by calling the telephone number shown on your account. The Shire of Morawa has a financial hardship policy relating to its water services. This is available on demand or on the Shire of Morawa website. (http://www.morawa.wa.gov.au/assets/financial_hardship_policy_wwtp_feb_2014.pdf).

Statements of account for outstanding charges are issued on a regular basis. In addition, the Shire of Morawa shall supply additional statements of account on request.

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 Morawa 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 Morawa by the property owner or the property owner's agent. It is the property owner's responsibility to notify the Shire of Morawa of any change of address.

The Shire of Morawa may charge interest on overdue accounts as prescribed in Local- laws made under the Water Agencies (Charges) By-laws. Also, if a customer's cheque is not honoured for any reason, the Shire of Morawa may pass on any 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.

2.7 Connecting to our services

Applications for wastewater service connections should be made at the Shire of Morawa's business office. These applications must be accompanied by the related building plans. All applications for approval shall be processed within seven (7) days from the day after the day of receipt of the application and payment of the applicable fee.

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

Where a junction to an available sewer does not exist, a junction will be provided by the Shire of Morawa, by arrangement with the licensed plumber installing the property sewer. No fee applies where a service availability charge has been applied to a property.

If the Shire of Morawa's wastewater system is available to a property, which produces or has capacity to produce wastewater, it is a requirement for a new property owner, upon sale, to connect to the system.

2.8 Disconnection

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

- the Shire of Morawa is first notified of the intention, and
- a fee is paid to the Shire of Morawa 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 of Morawa 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 of Morawa 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 of Morawa values your enquiries and suggestions on ways it can improve its services. If you have an enquiry you can telephone the Shire of Morawa on (08 99711204) 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, usually within fourteen (14) business days.

When you lodge a complaint, (either in writing, or verbally), the Shire of Morawa shall address the issue in a timely and efficient manner. The Shire of Morawa is responsible for resolving complaints by customers within 15 business days regarding a provided or requested water service, or for matters which must be considered by a Local Government Authority Council, within 5 business days after the first ordinary Council meeting following the expiry of the 15 business day period.

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

If the matter has not been resolved to your satisfaction within 15 days, you may refer the matter to the Department of Water(DoW), on 08 63647600, which will seek a detailed explanation of the nature of the complaint, the solutions or actions offered by the Shire of Morawa, and the reasons why these are not acceptable to you. The DoW 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 the customer from a list prepared by the DoW. The Arbitrator's decision, including award of costs shall 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 of Morawa's representatives may enter your property to carry out investigations and/or work on the Shire of Morawa 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 of Morawa 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 of Morawa 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 of Morawa'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 of Morawa 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 of Morawa's wastewater services are designed to be available 24 hours a day. However, the Shire of Morawa 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 Shire of Morawa's control, including acts by others, sabotage, flood, earthquake, power or water shortage or industrial action.

Except in emergencies, the Shire of Morawa 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 forty eight (48) hours prior, and for commercial and industrial customers - at least seven (7) days prior or by agreement.

3.4 Maintenance

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

Wastewater reticulation mains (sewers) and associated fittings remain the property of the Shire of Morawa whether or not they are located within private property. The location of these structures can be obtained from the Shire of Morawa's office. You are required to ensure that the Shire of Morawa'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 of Morawa's approval. In the first instance, you should contact the Shire of Morawa's office. Unauthorised property improvements which interfere with the Shire of Morawa's assets may be required to be removed at your cost.

The Shire of Morawa 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 Shire of Morawa'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.

Prior to making major changes to the operation of a water service(s), such as the construction of new wastewater treatment works or significant expansion of the sewerage network, the licensee will:

- (a) hold a public meeting to obtain customer views on the performance and operation of the scheme; or
- (b) advertise for written submissions on the proposal.

The licensee must allow customers to raise matters of concern regarding the sewerage system at public question time in accordance with the Local Government Act 1995

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 of Morawa's sewers. Certain waste products are not suitable for disposal in the Shire of Morawa'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 of Morawa 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 of Morawa's services from your service connection (eg backflow risk or unauthorised 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 of Morawa shall discontinue service immediately. In all other cases, the Shire of Morawa shall provide forty eight (48) hours notice in writing of its intention to refuse or alter or restrict its services.

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

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

The Shire of Morawa's liability is limited as follows

Section 35 of the *Water Services Licensing Act* 1995 allows the Shire of Morawa to interrupt, suspend, or restrict the provision of a water service if, in the Shire of Morawa's opinion it is necessary to do so because of an accident, emergency, potential danger or other unavoidable cause. The Shire of Morawa 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 of Morawa which expressly states that the Shire of Morawa is, to the extent that the agreement states, liable in those circumstances.

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