



Whyalla City Council

Water Connection and Billing Policy	
Type	Financial
GDS Category	Financial Management – Public
Responsible Officer	Finance Coordinator
Policy Adopted	February 2022
Review Period	4 Years
Last Reviewed	May 2017
Next Review Date	February 2026
Policy Version Number	2
Applicable Legislation	<ul style="list-style-type: none"> • Local Government Act 1999 • Water Industry Act 2012 (SA) (Act)
Related Documents	<ul style="list-style-type: none"> • Water Industry Retail License • Contract for the Supply of Water Retail Services • Customer Service Charter – Water Services • Water Connection Application Form
Public Consultation Required	Yes
Purpose	The purpose of this policy is to outline the obligations and rights of the Council and potential customers under the Councils Water Industry Retail Licence.

1. Introduction

As part of Retailer Supply obligations, Council, if requested by the Minister, must develop a connection Policy that specifies Council policy in respect of extending the water infrastructure.

2. Policy Objective

The objective of this policy is to articulate Council intentions to not extend the existing Recycled water network and the Drinking Water network at Black Oak Cove, to manage public expectations and to provide a mechanism that facilitates disconnections and connections resulting from property ownership transfers.

3. Scope and Responsibilities

3.1 Recycled Water Connections

- 3.1.1 Council will only accept applications for connections to the Whyalla Recycled network from those parties identified in the Funding Deed.
- 3.1.2 Where the applicant's property is not connected to Council infrastructure, Council will notify applicants within 14 business days whether or not the property can be connected to our infrastructure.
- 3.1.3 Applicants must install infrastructure that meets Department of Health and Water Industry Act 2012 requirements prior to connection.
- 3.1.4 Applications must provide us with the following information about the supply address,
 - location and property number
 - Date your meter was installed
 - Your meter number
 - Relevant Department of Health Approvals
- 3.1.5 Council will arrange connection to its networks within 40 days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List.

3.2 Application for residential retail service connections

- 3.2.1 Council will only accept applications for connections for properties adjacent to the existing water line at Black Oak Cove.
- 3.2.2 Where the applicants property is not connected to Council infrastructure, Council will notify applicants within 14 whether or not the property can be connected to our infrastructure
- 3.2.3 Customers must install an appropriate water meter prior to connection and provide written notice to council once the installation is completed.

3.2.4 Applications must provide us with the following information about your supply address:

- Location and property number
- Date your meter was installed
- Your meter number

3.2.5 Council will arrange connection to its networks within 30 days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List.

3.3 Customer Sale Contract

3.3.1 All existing and future customers must be covered by Councils Standard Customer Sale contract.

3.4 Billing

3.4.1 issue you with a bill at least quarterly, unless otherwise agreed with you

3.4.2 ensure your bill is based on an actual meter reading at least once within a 12 month period

3.4.3 provide you with consumption or estimated consumption of water services and meter readings, metering data or estimates of consumption

3.4.4 provide you with a detailed bill and give you at least 12 business days to pay your bill

3.4.5 offer you the ability to pay your bills in person, by mail, by direct debit or by Centrepay

3.5 Debt Recovery

3.5.1 We will undertake debt recovery processes in accordance with council's Debtor Management Procedure unless a customer is deemed a hardship customer under the Customer Hardship Policy

3.5.2 We will not engage in legal action or commence proceedings for the recovery of a debt relating to a retail service for a hardship customer in accordance with the Hardship Policy

3.6 Entry to property & Restrictions to Service

3.6.1 Council will appoint an authorised officer for the purposes of entry at your supply address the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your water service.

3.6.2 We will provide you with at least 24 hours if we need to enter your supply address for the purposes of entry at your supply address the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your water service.

- 3.6.3 We will only restrict the flow of water to your property if;
- you have not paid your bill or bills by the due date and you have not contacted us to arrange an alternative payment arrangement
 - you do not adhere to our previously agreed payment arrangement and you have not contacted us to discuss any further payment options
 - you do not adhere to the terms of our agreement under our Hardship Policy
 - you refuse our employees or contractors entry to your property, including but not limited to, where you deny our meter readers access to your property for three consecutive billing cycles and you do not contact us to arrange reasonable alternative access arrangements
 - you are using water services illegally
- 3.6.4 Before restricting your water supply, we will:
- use our best endeavours to contact you in person, by telephone, by mail and/or email
 - provide you with information about our flexible payment arrangements, Government-funded concessions and assessed your eligibility for participation in our Hardship Program
 - issue you with a reminder notice
 - issue you a restriction notice informing you that we intend to restrict your supply in 5 business days if you do not contact us
- 3.6.5 Subject to any applicable regulatory requirements that prohibit disconnection, we will only disconnect your water service if:
- you request the disconnection
 - there is a public health, environment or safety risk to our services from your connection point
 - you are found to be using the services illegally or have refused entry to person authorised to read your meter or undertake maintenance or repairs in accordance with relevant regulatory instruments
 - Where you request a disconnection (and it is not prohibited), we will use our best endeavours to issue you with a final account in accordance with your request. We will inform you if you are still required to pay our “service availability charge” when you request the disconnection.

3.7 Reinstatement of Services

- 3.7.1 We will use our best endeavours to reinstate your supply within a time agreed with you subject to the reasons for disconnection or restriction being rectified and you paying our reinstatement fee;
- 3.7.2 Waive the reinstatement fee if you are eligible for and agree to participate in our Hardship Program

3.8 Termination of contract

3.8.1 We will confer on you the right to terminate your contract with us for the supply of water services; and

3.8.2 Inform you of any relevant fees or charges payable as a result of your termination.

3.9 Confidentiality

3.9.1 Any information disclosed by a customer is confidential and will not be used for any purpose other than the assessment of an application for assistance.

3.10 Complaints and dispute Handling

3.10.1 Details of our customer complaints and dispute resolution process are available at our website: www.whyalla.sa.gov.au. We will also make a copy of this process available to customers, upon request, and at no charge to the customer.

3.10.2 A customer has a right to have any complaint heard and addressed by us, and the right to escalate their complaint to the Energy and Water Ombudsman SA, in the event that their complaint cannot be resolved.

4. Policy Statement

4.1 It is Councils intention to manage and maintain the existing Recycled Water network without extension.

4.2 It is Council intention to manage and maintain the existing water line at Black Oak Cove without extension.

4.3 Council will accept applications for connection and disconnection in accordance with the above provisions.

4.4 Definitions

In this Policy Statement:

Black Oak Cove network means the installed water line depicted in attachment A

Consumer means a person supplied with retail services as a consumer or user of those services (as defined in the *Water Industry Act 2012*)

Customer means a person who owns land in relation to which a retail service is provided and includes:

- where the context requires, a person seeking the provision of a retail service, and
- in prescribed circumstances, a person supplied with retail services as a consumer or user of those services (without limiting the application of this definition to owners of land), and
- a person of a class declared by the regulations to be customers (as defined in the *Water Industry Act 2012*)

Our, us, we means The Corporation of the City of Whyalla

Policy means this Water Connection & Billing policy

Recycled Water network means Council existing city recycled water network as depicted in attachment B

Regulations means regulations under the *Water Industry Act 2012*

Residential customer means a customer or consumer who is supplied with retail services for use at residential premises (as defined in the *Water Industry Act 2012*)

Retail service means a service constituted by:

- the sale and supply of water to a person for use (and not for resale other than in prescribed circumstances (if any)) where the water is to be conveyed by a reticulated system, or
- the sale and supply of sewerage services for the removal of sewage

(even if the service is not actually used) but does not include any service, or any service of a class, excluded from the ambit of this definition by the regulations (as defined in the *Water Industry Act 2012*)

Sewage includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage service (as defined in the *Water Industry Act 2012*)

Sewerage service means:

- a service constituted by the collection, storage, treatment or conveyance of sewage through the use of a reticulated system, or
 - any other service, or any service of a class, brought within the ambit of this definition by the regulations
- (as defined in the *Water Industry Act 2012*)

Water includes rainwater, stormwater, desalinated water, recycled water and water that may include any material or impurities, but does not include sewage (as defined in the *Water Industry Act 2012*)

Water service means:

- a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water, or
 - any other service, or any service of a class, brought within the ambit of this definition by the regulations.
- (as defined in the *Water Industry Act 2012*).

5. Further Information

This policy is available for inspection at the Council office or on Council's website. Persons may also obtain a copy of this policy with no fee applicable.