



# Water Services Operating Licence

Water Corporation

WL32, Version 13, 13 February 2014

**Economic Regulation Authority**

WESTERN AUSTRALIA

***WATER SERVICES ACT 2012***

Licensee Name:	Water Corporation ABN 28 003 434 917
Licence Number:	WL32
Commencement Date:	28 June 1996
Version Number:	13
Version Date	13 February 2014
Expiry Date	28 June 2021

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Signed by the Chairman of the Economic Regulation Authority

13 / 2 / 2014

## WATER SERVICES OPERATING LICENCE

### 1. Definitions and Interpretation

**Act** means the *Water Services Act 2012* (WA).

**amendment date** means 13 February 2014.

**applicable legislation** includes:

- (a) the *Act*;
- (b) the *Regulations*; and
- (c) the *Codes*.

**asset management system** means the measures that are to be taken by the *licensee* for the proper maintenance, expansion or reduction of the *water service works*.

**asset management system review** means an assessment of the matters set out in section 24(2) of the *Act*.

**audit report** means a signed, written document that presents the purpose, scope and results of the audit by the *Department of Health* on compliance by the *licensee* of its obligations under the *MoU*.

**Authority** means the Economic Regulation Authority.

**business day** means a day which is not a Saturday, Sunday or a public holiday in Western Australia.

**Code** means any code in force from time to time made pursuant to the *Act* and includes the *Customer Service Code*.

**commencement date** means the date specified in Schedule 1.

**complaint** means an expression of dissatisfaction made to an organisation, related to its products or services, or the complaints-handling process itself, where a response or resolution is explicitly or implicitly expected.<sup>1</sup>

**customer** means a person or organisation to which *water services* are sold or supplied by the *licensee* for consumption or use.

**customer contract** means a "standard customer contract" referred to paragraph (a) of the definition of "standard terms and conditions of service" in section 71(1) of the *Act*.

**Customer Contract Guidelines** means the guidelines relating to the content of the *licensee's customer contract* issued by the *Authority*, as replaced or varied from time to time.

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<sup>1</sup> Standard AS ISO 10002 – 2006 Customer satisfaction – Guidelines for complaints handling in organizations, section 3.2.

**Customer Services Code** means the *Water Services Code of Conduct (Customer Service Standards) 2013* as amended or replaced from time to time.

**Department of Health** means the Department of Health or its successors in Western Australia.

**Department of Water** means the Department of Water or its successors in Western Australia.

**drainage services** has the meaning in section 3 of the *Act*.

**expiry date** means the date specified in Schedule 1.

**financial hardship policy** means a policy referred to in clause 26 of the *Customer Service Code*.

**Financial Hardship Policy Guidelines** means the guidelines relating to financial hardship policies for water services issued by the *Authority*, as replaced or varied from time to time.

**general works** has the meaning in section 134 of the *Act*.

**individual performance standards** mean any individual performance standards approved by the *Authority* pursuant to clause 13 and specified in Schedule 3 of the *licence*

**irrigation services** has the meaning given to that term in section 3 of the *Act*.

**last resort supply plan** has the meaning given to that term in section 50 of the *Act*.

**licence** means:

- (a) this document (excluding the title page and the second page of this document);
- (b) any *Schedules* to this document; and
- (c) any *individual performance standards* approved by the *Authority* pursuant to clause 13.

**licensee** means Water Corporation, ABN 28 003 434 917.

**major works** has the meaning in section 133 of the *Act*.

**MoU** means the memorandum of understanding referred to in clause 31 as duly amended from time to time.

**National Performance Framework: rural performance reporting indicators and definitions handbook** means the handbook initially produced by the National Water Commission of the same name as amended or replaced from time to time.

**National Performance Framework: urban performance reporting indicators and definitions handbook** means the handbook initially produced by the National Water Commission of the same name as amended or replaced from time to time.

**non-potable water supply services** means the collection, treatment, transfer or delivery of water supplied from *water services works* not designed and operated to provide *potable water*.

**non-residential customer** means a *customer* who is not a *residential customer*.

**notice** means a written notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to, or in connection with, this *licence*.

**operating area(s)** has the meaning given to that term in section 3 of the *Act* and is the area specified in Schedule 1.

**operational audit** means an assessment of the matters set out in section 25(2) of the *Act*.

**potable water** means safe potable water in accordance with the *MoU* between the licensee and the *Department of Health*.

**potable water supply services** means the collection, treatment, transfer or delivery of water supplied from *water service works* designed and operated to provide *potable water*.

**publish** in relation to a report or information means either:

- (a) posting the report or information on the *licensee's* website; or
- (b) sending the report or information to the *Authority* to be published on the *Authority's* website.

**Regulations** means any subsidiary legislation made under the *Act*, including but not limited to *Water Services Regulations 2013*.

**related body corporate** has the meaning in section 50 of the *Corporations Act 2001* (Cwth).

**residential customer** means a *customer* to which *water services* are sold or supplied in respect of the place used solely or primarily as the *customer's* dwelling.

**reviewable decision** means a decision by the *Authority* pursuant to:

- (a) clause 13.2;
- (b) clause 14.4;
- (c) clause 17.3; and
- (d) clause 20.6

of this *licence*.

**Schedule** means the schedule or schedules which are appended to, and which form part of, this *licence*.

**sewerage services** has the meaning given to that term in section 3 of the *Act*.

**supplier of last resort** has the meaning given to that term in section 50 of the *Act*.

**terms and conditions** means the terms and conditions in this *licence* including any terms and conditions contained in the *Schedules*.

**Water Compliance Reporting Manual** means the reporting manual issued by the *Authority*, as replaced or varied from time to time.

**water licensing email address** means:

- (a) in relation to the *Authority*, the addressee's authorised *Authority* email address or other such email address as notified in writing to the *licensee*; and
- (b) in relation to the *licensee*, the email address specified in the *licence* application or other such email address as notified in writing to the *Authority*.

**water service** means the service or services that the *licensee* is authorised to provide by this *licence* being a *drainage service*, *irrigation service*, *sewerage service* and / or *water supply service* as more particularly described in Schedule 1.

**water service works** has the meaning given to that term in section 3 of the *Act*.

**water services ombudsman scheme** means a scheme approved under section 65 of the *Act*.

**water supply service** has the meaning given to that term in section 3 of the *Act*.

**works holding arrangement** means an arrangement as set out in section 23 of the *Act*.

## **2. Grant of Licence**

- 2.1 The *licensee* is granted a *licence* for the *operating area(s)* to provide the *water services* described in Schedule 1 in accordance with the *terms and conditions* of this *licence*.

## **3. Term [Section 14 of the Act]**

- 3.1 This *licence* commences on the *commencement date* and continues until the earlier of:
  - (a) the cancellation of the *licence* pursuant to clause 7 of this *licence*;
  - (b) the surrender of the *licence* pursuant to clause 8 of this *licence*; or
  - (c) the *expiry date*.

## **4. Fees**

- 4.1 The *licensee* must pay the applicable fees in accordance with the *Regulations*.

## **5. Compliance with applicable legislation [Section 26 and 27 of the Act]**

- 5.1 Subject to any modifications or exemptions granted pursuant to the *Act* and this *licence*, the *licensee* must comply with any *applicable legislation*.

- 5.2 The *licensee* must comply with any code of practice made by the Minister under section 26 of the *Act* to the extent to which it applies to the *licensee*.
- 5.3 The *licensee* must comply with any code of conduct made by the *Authority* under section 27 of the *Act* to the extent to which:
- (a) it applies to the *licensee*; and
  - (b) it is not inconsistent with the terms and conditions of this *licence*.
- 5.4 Subject to the provisions of any *applicable legislation*, the *Authority* may direct the *licensee* in writing to do any measure necessary to:
- (a) correct the breach of any *applicable legislation*; or
  - (b) prevent the breach of any *applicable legislation* occurring again, and specify a time limit by which such action must be taken.
- 6. Transfer of Licence [Section 15 of the Act]**
- 6.1 This *licence* may be transferred only in accordance with the *Act*.
- 7. Cancellation of Licence for Serious Default [Section 34 of the Act]**
- 7.1 This *licence* may be cancelled for serious default in accordance with the *Act*.
- 8. Cancellation of Licence by the licensee [Section 18 of the Act]**
- 8.1 The *licensee* may apply to the *Authority* to request cancellation of the *licence* at any time by written *notice* to the *Authority*.
- 8.2 The *Authority* may cancel the *licence* in accordance with the *Act*.
- 8.3 The *licensee* will not be entitled to a refund of any fees by the *Authority*.
- 9. Renewal of Licence [Section 13 of the Act]**
- 9.1 This *licence* may be renewed only in accordance with the *Act*.
- 10. Amendment of Licence by the licensee [Section 18 of the Act]**
- 10.1 The *licensee* may, at any time, apply to the *Authority* to amend the *licence* in accordance with the *Act*.
- 11. Amendment of licence by the Authority [Section 17 of the Act]**
- 11.1 The *Authority* may, at any time, amend the *licence* on its own initiative in accordance with the *Act* and the procedure specified in clause 11.2.
- 11.2 Before amending the *licence* under clause 11.1, the *Authority* must:
- (a) provide the *licensee* with written *notice* of the proposed amendments under consideration by the *Authority*;
  - (b) allow 15 *business days* for the *licensee* to make submissions on the proposed amendments; and

(c) take into consideration those submissions.

11.3 Any amendments made to the *licence* will come into effect in accordance with the *Act* unless a longer period is specified by the *Authority* or a shorter period is agreed to by the *Authority* and the *licensee*.

11.4 This clause also applies to the substitution of the existing *licence*.

11.5 For avoidance of doubt, the *licensee* will not have to pay an associated application fee or *licence* fee for the purpose of clause 11.1.

## **12. Accounting Records**

12.1 The *licensee* and any *related body corporate* must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.

## **13. Individual Performance Standards**

13.1 The *licensee* must comply with the *individual* performance standards as set out in Schedule 3.

13.2 The *Authority* may prescribe *individual performance standards* in relation to the *licensee* of its obligations under this *licence* or the *applicable legislation*.

13.3 Before approving any *individual performance standards* under this clause, the *Authority* will:

(a) provide the *licensee* with a copy of the proposed *individual performance standards*;

(b) allow 15 *business days* for the *licensee* to make submissions on the proposed *individual performance standards*; and

(c) take into consideration those submissions.

13.4 Once approved by the *Authority*, the *individual performance standards* are included as additional *terms and conditions* to this *licence* as set out in Schedule 3.

## **14. Operational Audit [Section 25 of the Act]**

14.1 The *licensee* must, unless otherwise notified in writing by the *Authority*, provide the *Authority* with an *operational audit* within 24 months after the *commencement date*, and every 24 months thereafter.

14.2 The *operational audit* must be conducted by an independent expert appointed by the *Authority* in its sole discretion. The *Authority* will determine the terms of the appointment of the *independent expert*.

14.3 Before appointing an independent expert the *Authority* will:

(a) consult with the *licensee* in a manner and form determined by the *Authority*; and

(b) take into account any relevant matters raised by the *licensee* from that consultation.



- 14.4 The *licensee* must cooperate with the independent expert and comply, with the *Authority's* standard audit guidelines dealing with the *operational audit*.

## **15. Reporting a Change in Circumstances**

- 15.1 The *licensee* must report to the *Authority*:

- (a) if the *licensee* is under external administration as defined by the *Corporations Act 2001* (Cwth) within two *business days*; or
- (b) if the *licensee*:
  - (i) experiences a material change in the *licensee's* corporate, financial or technical circumstances upon which this *licence* was granted; and
  - (ii) which may materially affect the *licensee's* ability to meet its obligations under this *licence*,

within 10 *business days* of the change occurring; or

- (c) if the:

- (i) *licensee's* name;
- (ii) *licensee's* ABN;
- (iii) *licensee's* address;
- (iv) description of the *water service works*,

changes, within 10 *business days* of the change occurring; or

- (d) if the *licensee provides or undertakes water service works* that are *major works* or *general works*, within 10 *business days* of the provision or undertaking occurring.

## **16. Provision of Information**

- 16.1 The *licensee* must provide to the *Authority* any information that the *Authority* may require in connection with its functions under the *Act* in the time, manner and form specified by the *Authority*.

- 16.2 The *licensee* must comply with any information reporting requirements prescribed by the *Authority*, including but not limited to the provisions of the *Water Compliance Reporting Manual* which apply to the *licensee*.

- 16.3 Without limiting clause 16.1, the *licensee* must provide the *Authority* with the data required for performance reporting purposes that is specified in:

- (a) the *Water Compliance Reporting Manual*;
- (b) the *National Performance Framework: urban performance reporting indicators and definitions handbook*.
- (c) Not used.

## **17. Publishing Information**

- 17.1 The *Authority* may direct the *licensee* to *publish* any information within a specified timeframe it considers relevant in connection with the *licensee* or the performance by the *licensee* of its obligations under this *licence*.
- 17.2 Subject to clause 17.3, the *licensee* must *publish* the information referred to in clause 17.1.
- 17.3 If the *licensee* considers that the information is confidential it must:
- (a) immediately notify the *Authority*; and
  - (b) seek a review of the *Authority*'s decision in accordance with clause 19.
- 17.4 Once it has reviewed the decision, the *Authority* will direct the *licensee* in accordance with the review to:
- (a) *publish* the information;
  - (b) *publish* the information with the confidential information removed or modified; or
  - (c) not *publish* the information.

## **18. Notices**

- 18.1 Unless otherwise specified, all *notices* must be in writing.
- 18.2 A *notice* will be regarded as having been sent and received:
- (a) when delivered in person to the addressee; or
  - (b) three *business days* after the date of posting if the *notice* is posted in Western Australia; or
  - (c) five *business days* after the date of posting if the *notice* is posted outside Western Australia; or
  - (d) if sent by facsimile when, according to the sender's transmission report, the *notice* has been successfully received by the addressee; or
  - (e) if sent by email when, according to the sender's electronic record, the *notice* has been successfully sent to the addressee's *water licensing email address*.

## **19. Review of the Authority's Decisions**

- 19.1 The *licensee* may seek a review of a *reviewable decision* by the *Authority* pursuant to this *licence* in accordance with the following procedure:
- (a) the *licensee* must make a submission on the subject of the *reviewable decision* within 10 *business days* (or other period as approved by the *Authority*) of the decision; and
  - (b) the *Authority* will consider the submission and provide the *licensee* with a written response within 20 *business days*.

- 19.2 For the avoidance of doubt, this clause does not apply to a decision of the *Authority* pursuant to the *Act*, nor does it restrict the *licensee's* right to have a decision of the *Authority* reviewed in accordance with the *Act*.

**20. Asset Management System [Section 24 of the Act]**

- 20.1 The *licensee* must provide for, and notify the *Authority* of, an *asset management system* in respect of the *licensee's water service works* within two *business days* from the *commencement date* unless otherwise notified in writing by the *Authority*.
- 20.2 The *licensee* must notify the *Authority* of any material change to the *asset management system* within 10 *business days* of such change.
- 20.3 The *licensee* must, unless otherwise notified in writing by the *Authority*:
- (a) conduct an *asset management system review*; and
  - (b) provide the *Authority* with a report on the *asset management system review*, within 24 months after the *commencement date* and every 24 months thereafter.
- 20.4 The *asset management system review* must be conducted by an independent expert appointed by the *Authority* in its sole discretion. The *Authority* will determine the terms of the appointment of the independent expert.
- 20.5 Before appointing an independent expert the *Authority* will:
- (a) consult with the *licensee* in a manner and form determined by the *Authority*; and
  - (b) take into account any relevant matters raised by the *licensee* from that consultation.
- 20.6 The *licensee* must cooperate with the independent expert and comply with the *Authority's* standard guidelines dealing with the *asset management system review*.

**21. Water Services Ombudsman Scheme [Section 70 of the Act]**

- 21.1 If the *Authority* has approved a *water services ombudsman scheme*, the *licensee* must not supply *water services* to *customers* unless the *licensee* is:
- (a) a member of the *water services ombudsman scheme*; and
  - (b) bound by, and compliant with, any decision or direction of the water services ombudsman under the *water services ombudsman scheme*.

**22. Standard Terms and Conditions of Service [Section 71 of the Act]**

- 22.1 Subject to:
- (a) the *Act*; and
  - (b) the terms of a *customer contract* (if any) that apply to the *water service*,
- the terms and conditions of service in this *licence* that apply to the *water service* are set out in Schedule 4.

- 22.2 The terms in Schedule 4 may be supplemented by terms published from time to time by the *licensee* on the *licensee's* website or as otherwise prescribed.

### **23. Customer Contract**

- 23.1 The *licensee* must, if directed by the *Authority*, submit a draft *customer contract* for approval by the *Authority*.
- 23.2 The *licensee* must comply with any *Customer Contract Guidelines* which apply to the *licensee*.
- 23.3 Once approved, the *licensee* may amend the *customer contract* only with the *Authority's* approval.
- 23.4 The *licensee* may amend the *customer contract* at any time by submitting to the *Authority*:
- (a) a proposed amendment to the *customer contract*; or
  - (b) a proposed substituted *customer contract*.
- 23.5 The *Authority* may:
- (a) approve the amendment to the *customer contract* or substituted *customer contract*; or
  - (b) specify the amendments the *licensee* must make to the amended or substituted *customer contract* before the *Authority* will amend the *customer contract*,
- and notify the *licensee* of its decision within 10 *business days* of making the decision.
- 23.6 The *Authority* may, at any time, by *notice* in writing, direct the *licensee* to amend the *customer contract* by specifying:
- (a) the amendments to be made to the *customer contract*; and
  - (b) the latest date at which the amendments will come into force.

### **24. Non Standard Terms and Conditions of Service**

- 24.1 Subject to compliance with this clause, the *licensee* may enter into an agreement with a *customer* to provide *water services* that exclude, modify or restrict the:
- (a) *terms and conditions* of this *licence*; or
  - (b) the requirements of the *Customer Services Code*.
- 24.2 Subject to clause 24.3, an agreement referred to in clause 24.1:
- (a) must be approved by the *Authority* prior to its commencement; and
  - (b) must not be amended without the prior approval of the *Authority*.

- 24.3 The *licensee* does not need the approval of the *Authority* if:
- (a) the terms that exclude, modify or restrict the *terms and conditions* of this *licence* or the requirements of the *Customer Services Code* have previously been approved by the *Authority* in another agreement that applies to the same class of *customer*; or
  - (b) the terms that exclude, modify or restrict the *terms and conditions* of this *licence* were in force before the *amendment date*.
- 24.4 If a licensee enters into an agreement with a customer that excludes, modifies or restricts the terms and conditions of this licence, or the Customer Services Code, the licensee must publish a report annually that includes the following information:
- (a) the total number of agreements entered into by the licensee, categorised by location and the type of exclusion, modification or restriction;
  - (b) the number of agreements entered into by the licensee during the reporting period, categorised by location and the type of exclusion, modification or restriction;
  - (c) the total number of agreements entered into by the licensee, categorised by location and by land use; and
  - (d) the number of agreements entered into by the licensee during the reporting period, categorised by location and by land use.
- 25. Supplier of Last Resort [Section 60 of the Act]**
- 25.1 If the *licensee* is appointed the *supplier of last resort* for a designated area under the *Act*, the *licensee* must perform the functions of the *supplier of last resort* for the designated area and the class of *water service*, comply with the duties imposed in relation to those functions under the *Act* and carry out its operations under or for the purposes of the *last resort supply plan* in accordance with the *Act*.
- 26. Duties of the licensee [Section 29 of the Act]**
- 26.1 The *licensee* must:
- (a) comply with the duties imposed on the *licensee* under the *Act*; and
  - (b) carry out the *licensee's* operations under, or for the purposes of, the *licence* in accordance with the *Act*.
- 27. Provision of water services [Section 21 of the Act]**
- 27.1 The *licensee* must provide the *water service* set out in Schedule 1:
- (a) to persons entitled to the *water service* under the *Act*, except to the extent otherwise provided for by the *Act*; and
  - (b) if requested, to any other person within the *operating area* on reasonable terms, unless the provision of the *water service* is not financially viable or is otherwise not practicable.

**28. Provision of water services outside operating area [Section 22 of the Act]**

- 28.1 If the *licensee* provides a *water service* outside of the *operating area* specified for that *water service*, the *licensee* must:
- (a) notify the *Authority* as soon as is practicable before commencing to provide the *water service*; and
  - (b) apply to amend the *licence* in accordance with clause 10 unless otherwise notified by the *Authority*.

**29. Works holding arrangements [Section 23 of the Act]**

- 29.1 The *licensee* must hold, or otherwise be subject to a *works holding arrangement* in respect of, all *water service works* used for the provision of a *water service*.

**30. Hardship Policy**

- 30.1 Clause 26 of the *Customer Services Code* requires applicable *licensees* to have a *financial hardship policy*. Notwithstanding clause 26(1) of the *Customer Services Code*, the *licensee* is not required to have a *financial hardship policy* where the *licensee* supplies *water services* solely to:

- (a) *non-residential customers*; or
- (b) members of the *licensee*.

- 30.2 The *Authority* may produce *Financial Hardship Policy Guidelines* from time to time.

- 30.3 The *licensee* must comply with any *Financial Hardship Policy Guidelines* which apply to the *licensee*.

**31. Memorandum of Understanding**

- 31.1 Where the *licensee* is, or intends to, provide *potable water*, the *licensee* must enter into a *MoU* with the *Department of Health* as soon as practicable after the *commencement date*.

- 31.2 The *MoU* must:

- (a) specify that the *MoU* is a legally binding document between the *licensee* and *Department of Health*;
- (b) requiring an audit by the *Department of Health* on compliance by the *licensee* with its obligations under the *MoU* at least once every three years, or other such time as notified by the *Department of Health*, and the provision of the *audit report* to the *Authority*.

- 31.3 The *licensee* must comply with the terms of the *MoU*.

- 31.4 The *licensee* must publish the *MoU* and any amendments to the *MoU* on the *licensee's* website within one month of entering into the *MoU* or of making amendments to the *MoU* in a form agreed with the *Department of Health*.

- 31.5 The *licensee* must publish the *audit report* on the *licensee's* website within one month of the completion of the audit.

- 31.6 The *licensee* must *publish* any other reports required by the *Department of Health* or set out in the *MoU* on the *licensee's* website quarterly or at a reporting frequency specified by the *Department of Health*.

## Schedule 1 – Licence Details

### 1. Activities Authorised under this Licence

1.1 In accordance with clause 2, the *licensee* is authorised by this *licence* to provide:

- (a) *water supply services*:
  - (i) *potable water supply services*
  - (ii) *non-potable water supply services*
- (b) *sewerage services*
- (c) *drainage services*
- (d) *irrigation services*

### 2. Operating Area

2.1 The *operating area* is set out in Plan Number:

OWR-OA-301(B); OWR-OA-302(B); OWR-OA-306;  
OWR-OA-175(E); OWR-OA-175-1(B).

Note: The *licensee* can provide *non-potable water supply services* in any of the *operating areas* set out in the Plan Numbers listed above.

### 3. Commencement Date

3.1 28 June 1996

### 4. Expiry Date

4.1 28 June 2021



## **Schedule 2 – Customer Provisions**

## Schedule 3 – Performance Standards

The *licensee* must comply with the standards, principles and reporting requirements as set out below.

### POTABLE WATER

#### 1. Potable Water System

- 1.1 The water service works provided by the licensee, for the purpose of water supply services, shall be designed, constructed, operated and maintained to provide continuity of pressure and flow for services in accordance with the following standards.

##### Pressure and Flow Standards

Area	Minimum Static Pressure (metres of water)	Maximum Static Pressure (metres of water)	Minimum Flow (litres per minute)
Water Corp Perth Metropolitan	15	100	20
Water Corp Country Urban Areas	13	100	20

#### 2. Potable Water System – Pressure and Flow Exemptions

- 2.1 Exemptions from the flow and pressure standards set out in section 1 of this Schedule are provided for the areas detailed in the following table.

## **Pressure and Flow Exemptions**

Town	Area	No. of Services affected	Comment
Albany GSR	Mt Clarence, Mt Adelaide, Mt Melville	100	Low pressure/flow
Borden GSR		10	Low pressure/flow
Bridgetown SWR			Low pressure/flow
Buntine GAR	All	19	Low pressure/flow 10m
Capel SWR			Low pressure/flow
Collie SWR	High area of Mungalup Scheme	10	Low pressure/flow
Corrigin GAR		6	Low pressure/flow
Cunderdin GAR	Low part of town	150	High pressure (160m)
Dawesville SWR	High area	70	Low pressure/flow
Donnybrook SWR	Adjacent to reservoir	15	Low pressure/flow
Grass Patch GAR	All	21	Low pressure/flow
Kendenup GSR	Whole Town	108	Low pressure/flow
Meckering GAR	Most of town	90	High pressure (110m)
Merredin GAR	One third of town	400	High pressure (120m)
Norseman GAR	All	500	High pressure (110m)
Nungarin GAR	All	74	High pressure (140m)
Pemberton SWR	Lower part of town	10	High pressure (120m)
Perth Region	Bickley	25	High pressure (100-160m)
Perth Region	Darlington	271	High pressure (100-170m) where the <i>licensee</i> has not agreed with a customer prior to 1 September 1997 to reduce the maximum water pressure limit contemplated by section 3.1.
Perth Region	Darlington North (Coulston Road)	45	High pressure (100-155m)
Perth Region	Darlington South (Glen Road)	40	High pressure (100-140m)
Perth Region	Parkerville East (Hebb Road)	24	High pressure (100-120m)
Perth Region	Hovea (Falls Road)	94	High pressure (100-145m)
Perth Region	Sawyers Valley (Lacey Street)	15	High pressure (100-110m)
Perth Region	Mt Helena (Areas East)	212	High pressure (100-130m)
Perth Region	Mundaring (Walker Street)	105	High pressure (100-130m)
Perth Region	Stoneville (All except Hollett)	635	High pressure (100-155m)

Perth Region	Parkerville (Johnston Road)	156	High pressure (100-120m)
Perth Region	Wooroloo	211	High pressure (100-160m)
Perth Region	Chidlow	63	High pressure (100-115m)
Perth Region	Kalamunda	98	High pressure (100-160m)
Perth Region	Kelmscott	25	High pressure (100-135m)
Perth Region	Mundijong	55	High pressure (100-120m)
Piesseville GSR	All	3	High pressure (190m)
Tincurrin GSR	All	10	Low pressure/flow
Wundowie GAR	Low parts	150	High pressure (115m)

## SEWERAGE

### 3. Not Used

## DRAINAGE

### 4. Drainage Services Standards

- 4.1 The *licensee* must operate, manage, maintain, plan and construct its drains and drainage schemes as set out below, and shall consult in relation to such activities as required by this Schedule.
- 4.2 Urban drainage scheme infrastructure provided by the *licensee* for the purpose of protection against flooding shall be designed, constructed, operated and maintained such that the peak flows of stormwater runoff from rainfall events can be accepted into and will not overflow from the system in accordance with the following standard.

#### Drainage Service Standard

How Is It Measured		Performance Indicator / Targets
Drainage – Design of new urban infrastructure.	Desk audit of scheme to test if design of new urban drainage scheme infrastructure protects against flooding from peak flows of stormwater runoff from rainfall events with intensities up to – Residential – 5 year average recurrence interval Commercial – 10 year average recurrence interval.	100% of schemes audited comply with the standard.

- 4.3 In the above table the meaning of the term “average recurrence interval” shall be consistent with the discussion on probability concepts for flood estimation and rainfall intensity – frequency – duration estimation, as contained in Books 1 & 2 respectively of the Institution of Engineers Australia publication, Australian Rainfall and Runoff (1987).

- 4.4 In planning and designing urban infrastructure, the *licensee* must have due regard to the principles, concepts and recommendations of Australian Rainfall and Runoff (1987).
- 4.5 If, prior to 1 January 1996, the *licensee* constructed drainage infrastructure to levels of service standards which were less than those specified in this Schedule then there will be no obligation under this *licence* for the *licensee* to upgrade any infrastructure existing as at 1 January 1996, to meet the above standards where there have been no instances of flooding confirmed to be due to the under capacity of the infrastructure to meet those standards. Where there have been instances of flooding confirmed to be due to under capacity of infrastructure to meet the standards of this Schedule, the *licensee* must upgrade the infrastructure to those standards or must take such action as agreed with affected *customers*.
- 4.6 The drainage system will accept drainage water from Local Government works, but will not be required under this *licence* to be upgraded to accept any additional drainage water.
- 4.7 Notwithstanding that the *licensee's* urban drainage infrastructure shall itself be designed to the capacity standards listed in this Schedule, in planning and designing such infrastructure the *licensee* must have due regard to the major/minor concept of drainage design discussed in Book 8, 1.5.1 of Australian Rainfall and Runoff (1987). Such due regard will be adequately demonstrated by:
- (a) in the case of it undertaking, commissioning or accepting a design for new drainage infrastructure, by the *licensee* ensuring that the local authorities involved have been made aware of the predicted response of the combined major/minor system to major storm events, for the information of those authorities in relation to their responsibilities for the establishment and management of the major (as described in Australian Rainfall and Runoff (1987)) elements of the major/minor system infrastructure; and
  - (b) in the case of it undertaking a capacity review of an existing *licensee* drainage scheme, by the *licensee* causing a broad assessment to be made of the behaviour of the combined major/minor system under major event conditions, and conveying the conclusions of such assessment to the local authorities involved, for the information of those authorities in relation to their responsibilities for management of the major (as described in Australian Rainfall and Runoff (1987)) elements of the major/minor system infrastructure.

- 4.8 The *licensee* will ensure all new rural drainage infrastructure complies with the Rural Drainage Manual of Standards 1977. The *licensee* shall endeavour to operate and maintain its rural drainage infrastructure so that the period of inundation to land abutting a drain that forms part of the system shall be a maximum of 72 hours. If the period of inundation should exceed 72 hours the *licensee* must carry out an investigation of the adequacy of those operations and maintenance procedures. An exception is those low lying land areas where the contours make this impossible or where detention basins have been constructed for the retention of water for longer periods. Low lying areas include those areas within lots which abut the drain, which would normally not readily drain to the drain. However, land that would normally drain to the drain, but where this is prevented by high flow levels in the drain, will be subject to the maximum 72 hour inundation period. This inundation period shall apply provided multiple storm events do not increase flow levels in the drains above the rural drainage infrastructure discharge points. The drainage system serves the general drainage requirements of rural properties in the Drainage Services Control Areas and there will be no obligation under this *licence* for the *licensee* to extend the service to other properties.
- 4.9 The following flood protection works will be operated and maintained to cater for the peak flows of stormwater runoff from individual rainfall events shown in the following table.

Flood Protection Works	Location	Level of protection (average recurrence interval)
Preston River levees	Bunbury – Leschenault Inlet to Picton Bridge	1 in 100 year
Vasse River Diversion	Busselton	1 in 20 year

## IRRIGATION

### 5. Irrigation

- 5.1 The *licensee* must supply water that is suitable for irrigation purposes.
- 5.2 The *licensee* must provide at least 5 *business days* notice to a *customer* of any planned service interruption.
- 5.3 The *licensee* must provide annual notification to all *customers* provided with a *non-potable water supply service* that the water supplied is not suitable for drinking. The *licensee* must comply with the standards and principles as set out below.

#### Irrigation Service Standards

Irrigation Water Quality	Percentage of customers given 5 days notice of a planned interruption	Percentage of customers provided with a not suitable for drinking notice annually
<1,200mg/L TDS	>90	100

- 5.4 The *licensee* must inform the *Authority* of any restrictions applied in accordance with the *Water Agencies (Water Restrictions) By-laws 1998* to a *potable water supply*, detailing restrictions by scheme, type (severity), duration, start date and number of services affected.

## FARMLANDS

### 6. Farmland Areas Water System Standards

- 6.1 In cases where services are provided by agreement to farms the licensee must provide annual notifications to customers of the conditions under which the service is supplied as detailed in the following table.

Service Standard	How Is It Measured	Performance Indicator / Targets
Annual notification of conditions of service.	Audit of sample areas for farmlands water services where services are provided by agreement and customers are notified of the conditions under which services supplied.	In the preceding twelve month period 95% of customers receiving these services were notified of the conditions under which water was supplied.

- 6.2 Subject to customers complying with *licensee* requirements the *licensee* must ensure that customers connected to its Farmlands Water Systems shall have, at the outlet of the water meter to their property, a water pressure and flow as detailed in the following tables.

Area	Minimum Static Pressure (metres of water)	Maximum Static Pressure (metres of water)	Minimum Flow
Farmland services supplied from the Goldfields and Agriculture Water Supply, the Great Southern Town Water Supply Scheme and Mid West Region	Not applicable	200	3kL/day per service
Rural Water Supply Schemes	Not applicable	200	1.8kL/day per service

Service Standard	How Is It Measured	Performance Indicator / Targets
Farmlands area water systems – pressure and flows are kept within the acceptable range	<p>From complaints received, the number of services with confirmed water pressure/flow faults divided by total number of water service connections expressed as a % and then subtracted from 100.</p> <p>The flow rate and dynamic pressure is measured at the meter over a period, so as to confirm the available flow meets the minimum standard.</p> <p>Maximum pressure is measured as a static pressure (no flow) at the same point.</p> <p>Does not include poor pressure due to bursts or planned activities.</p>	In the preceding 12 month period 99.8% of farmlands water systems customers have, at the outlet of the water meter to their property, a water pressure and flow as listed above.

## PERFORMANCE REPORTING DATA

### 7. Potable Water

- 7.1 The licensee must provide the data required by clauses 16.3(a) and 16.3(b) of this licence for the following potable water systems:



Albany scheme	Kalgoorlie-Boulder
Australind-Eaton	Mandurah scheme
Geraldton	Perth

- 7.2 The licensee must provide the data required by clause 16.3(a) of this licence for the following potable water systems:

Bridgetown-Hester	Katanning
Broome	Kununurra
Carnarvon	Manjimup
Collie	Margaret River scheme
Denmark	Merredin
Derby	Narrogin
Dongara-Denison	Newman
Dunsborough-Yallingup	Northam
Esperance	Pinjarra
Harvey-Wokalup	Port Hedland
Jurien	South Hedland
Karratha	York

## **8. Sewerage**

- 8.1 The licensee must provide the data required by clauses 16.3(a) and 16.3(b) of this licence for the following sewerage systems:

Albany	Mandurah
Australind-Eaton	Perth
Bunbury-Dalyellup	

- 8.2 The licensee must provide the data required by clause 16.3(a) of this licence for the following sewerage systems:

Broome	Katanning
Busselton	Kununurra
Collie	Manjimup
Dunsborough	Merredin
Esperance	Narrogin
Geraldton	Newman
Jurien	Northam

Karratha

South Hedland

## **Schedule 4 – Standard Terms and Conditions of Service**

## **Schedule 5 – Other Provisions**

**Amendment Record Sheet**

Version Date	Description of Amendment
3 February 2009	Amendment to Clause 5.1 Schedule 4 – Remove “on a quarterly basis”
3 March 2009	Extension of Mandurah/Pinjarra Sewerage Services Operating Area
15 May 2009	Remove requirement to report incidents and to report at regional level
21 August 2009	Remove 3 month timeframe from sub-clause 9.1
27 August 2009	Extension of Waroona Sewerage Services Operating Area
18 February 2010	Extension of Bindoon Chittering Water Supply Operating Area
11 March 2010	Extension of Busselton Sewerage Services Operating Area and Extension of Yarloop-Wagerup and Geraldton Region Potable Water Supply Services Operating Areas.
24 January 2011	Expansion of operating areas for potable and non-potable water supply and sewerage services to match the State’s Controlled Areas.
18 September 2013	Amendment to pressure and flow standards for farmlands.
18 November 2013	Amendment by substitution – <i>Water Services Act 2012</i>
29 January 2014	Amendment to remove controlled areas and expand operating areas to match the boundary of the Contiguous Zone off the Western Australian coast. Drainage operating area boundary expanded to match Western Australian State Boundary, which replaced maps OWR-OA-179(C), OWR-OA-180(C) and OWR-OA-181(C) with new map OWR-OA-182. Correct formatting error in table in Schedule 3, clause 1.1. Remove clause 1 of Schedule 2 (customer complaints).
13 February 2014	Amendment to allocate new plan number to the operating area map for drainage services.