

TATIARA DISTRICT COUNCIL



WOLSELEY WATER SUPPLY

Agreement between the Council and the Customer

I/We...(Customer/I/We)

The owner or occupier of lands (**Land**) at

Lot/Section.....

Street/Road.....

Town/Hundred.....

have requested the Tatiara District Council (**Council**) to supply the Land with water (**Service**). The Council has agreed, subject to certain terms and conditions (listed below), to do this, and I/We have therefore entered into an agreement with it for the supply of water to the above Land.

By signing this document, I/We acknowledge that all of the following terms and conditions form part of the agreement between me/us and the Council.

Terms and Conditions

1. The Council is the supplier of gravity fed low-pressure water to the residents of Wolseley.
2. The Council undertakes to supply a minimum of 1000 litres to each household per day to Wolseley consumers.
3. The Council has provided the reticulating lines, pumps and overhead tanks to maintain the Service.
4. The Council maintains its right, pursuant to this Agreement and the *Water Industry Act 2012* (SA), to enter the Land with the Customer's consent, or authorisation of the Minister, to carry out any investigations or work deemed necessary by the Council.
5. The water is of the quality for domestic use in washing, toilets and gardens. Water is not to be used for drinking purposes as it is not a potable water supply.

6. The Customer undertakes to provide the necessary adjuncts to this Service, including:
 - a) 25 mm service line from meter to storage
 - b) Low level tank with minimum capacity of 4,550 litres. The height of the tank must not exceed 1.8m and it must be covered (top)
 - c) Float valve to regulate supply to Consumer's tank

The above items are at the Customer's cost.

7. A low-level tank is not required if the supply is servicing a vacant allotment. A tank must be provided if and when Development Approval is granted for a dwelling.
8. The Council will provide a standard water meter and engage a contractor to connect the meter to the main water supply line. This is at the Customer's expense.
9. Meters will be read twice yearly.
10. The current charge will be 1.00/kl with a minimum charge of \$20 per reading. This charge will be reviewed annually in accordance with the *Water Industry Act 2012* (SA).
11. The Council will apply reasonable fixed and variable charges in accordance with:
 - 11.1 the *Water Industry Act 2012* (SA) which sets out that the Essential Services Commission of South Australia (**ESCOSA**) has the power to regulate pricing and standards for water;
 - 11.2 any relevant determination by ESCOSA; and
 - 11.3 decisions made (and endorsed by ESCOSA) by the Council from time to time.
12. The Council will issue the Customer with an invoice for the Service and the Customer will pay the bill within 28 days of issue.
13. The invoice will contain:
 - 13.1 The date of issue;
 - 13.2 The Customer's billing address and account number;
 - 13.3 The address of the Land to which the charges and the bill relate;
 - 13.4 The date on which the meter was read;
 - 13.5 The amount the Customer is required to pay; and

13.6 The date by which the Customer is required to pay.

14. The Council may refuse to provide the Service, or discontinue the Service for any period determined by the Council, if the Customer breaches any of these terms and conditions.
15. The Customer hereby agrees to receive the Service under the above conditions.
16. The Customer or their agent shall advise Council within seven days of the property being sold so a meter reading can be undertaken by Council staff.

Signed by the Customer(s)

Name _____ Name _____

Signature _____ Signature _____

Date ____/____/____

Signed by or on behalf of the Council

Council Officer _____

Date ____/____/____

Office Use

- Copy to Property Owner
- Copy retained by Council