



# Upper Hutt City Council

## Water Supply Bylaw 2008

# Contents

<b>1.</b>	<b>TITLE .....</b>	<b>1</b>
<b>2.</b>	<b>COMMENCEMENT .....</b>	<b>1</b>
<b>3.</b>	<b>REPEAL.....</b>	<b>1</b>
<b>4.</b>	<b>APPLICATION OF BYLAW .....</b>	<b>1</b>
<b>5.</b>	<b>SCOPE .....</b>	<b>1</b>
5.1	Statutory Acts and Regulations.....	1
5.2	Relevant Codes and Standards .....	1
<b>6.</b>	<b>INTERPRETATION .....</b>	<b>1</b>
<b>7.</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>8.</b>	<b>PROTECTION OF WATER SUPPLY .....</b>	<b>4</b>
8.1	Water Supply System .....	4
8.1.1	Access to System.....	4
8.1.2	No Person to Connect to, or Interfere with a Water Supply System .....	4
8.1.3	Fire Hydrants.....	4
8.1.4	Other Uses.....	4
8.1.5	Working Around Buried Services .....	5
<b>9.</b>	<b>CONDITIONS OF SUPPLY .....</b>	<b>5</b>
9.1	Application for Supply .....	5
9.1.1	Initial Application and Connection.....	5
9.1.2	Change of Use.....	6
9.2	Point of Supply .....	6
9.2.1	Location of the Point of Supply.....	6
9.2.2	Responsibility for Maintenance .....	6
9.2.3	Single Ownership .....	6
9.2.4	Multiple Ownership .....	6
9.3	Access To, and about Point of Supply.....	7
9.3.1	Rights of Access.....	7
9.3.2	Maintenance of Access.....	7
9.4	Types of supply.....	7
9.4.1	General.....	7
9.4.2	On Demand Supply .....	7
9.4.2.1	Ordinary Use .....	7
9.4.2.2	Extraordinary Use .....	8
9.4.3	Restricted flow supply.....	8
9.5	Level of service .....	8
9.6	Continuity of supply .....	8
9.6.1	Supply.....	8
9.6.2	Uninterrupted Service .....	9
9.6.3	Demand Management.....	9
9.6.4	Emergency Restrictions .....	9
9.6.5	Maintenance and Repair .....	9
9.7	Liability.....	9
9.8	Fire Protection Connection.....	9
9.8.1	Connection Application .....	9
9.8.2	Design .....	9
9.8.3	Fire Protection Connection Metering .....	9
9.8.4	Fire Hose Reels .....	10
9.8.5	Charges .....	10
9.8.6	Ongoing Testing and Monitoring .....	10
9.9	Backflow Prevention .....	10
9.9.1	Customer Responsibility.....	10
9.10	WSA equipment and inspection.....	10

9.10.1 Care of Water Supply System.....	10
9.10.2 Inspection.....	10
9.11 Meters.....	10
9.11.1 Installation.....	10
9.11.2 Location.....	11
9.11.3 Accuracy.....	11
9.11.4 Adjustment.....	11
9.11.5 Estimating Consumption.....	11
9.11.6 Incorrect Accounts.....	12
9.12 Flow Restrictors.....	12
9.12.1 Installation.....	12
9.12.2 Location.....	12
9.12.3 Accuracy.....	12
9.13 Plumbing System.....	12
9.14 Prevention of Waste.....	13
9.15 Payment.....	13
9.16 Transfer of Rights and Responsibilities.....	13
9.17 Change of Ownership.....	13
9.18 Disconnection at the Customer's Request.....	13
<b>10. BREACHES, OFFENCES AND PENALTIES.....</b>	<b>14</b>
10.1 Breaches of conditions of supply.....	14
10.2 Interference with Equipment.....	15
10.3 Offences.....	15
10.4 Penalties.....	15

## **1. Title**

A Bylaw of the Upper Hutt City Council by way of Special Order pursuant to the provisions of the Local Government Act 2002 and all other Acts, powers and authorities enabling it in that behalf to make a Bylaw to be known as the Upper Hutt City Council Water Supply Bylaw 2008.

## **2. Commencement**

This Bylaw shall come into force on the 1st day of July 2008.

## **3. Repeal**

As from the day this Bylaw comes into force, any previous bylaw or parts of any bylaw and their amendments as applicable, relating to matters concerning water supply with Upper Hutt City shall be repealed.

## **4. Application of Bylaw**

This Bylaw shall apply to the Upper Hutt City Council.

## **5. Scope**

This Bylaw is made under the authority of the Local Government Act 2002 for the supply of water to its Customers by the Water Supply Authority (WSA). The supply and sale of water by the WSA is subject to:

### **5.1 Statutory Acts and Regulations**

- ▶ Building Act 2004.
- ▶ Building regulations 1992
- ▶ Fire Service Act 1975.
- ▶ Health Act 1956.
- ▶ Local Government Act 2002.
- ▶ Local Government (Rating) Act 2002.
- ▶ Resource Management Act 1991.

### **5.2 Relevant Codes and Standards**

- ▶ Drinking Water Standards for New Zealand 2005.
- ▶ SNZ PAS 4509:2003 New Zealand Fire Service fire fighting water supplies code of practice.
- ▶ NZWWA Backflow Code of Practice 2006.
- ▶ NZWWA Water Meter Code of Practice 2003.
- ▶ Upper Hutt City Council Code of Practice for Civil Engineering Works.

## **6. Interpretation**

When interpreting this Bylaw use the definitions set out in section 7 unless the context requires otherwise. If you see a reference to a repealed enactment read that as a reference to its replacement.

For the purpose of this Bylaw, the word 'shall' refers to practices that are mandatory for compliance with this Bylaw, while the word 'should' refers to practices that are advised or recommended.

## **7. Definitions**

For the purpose of this Bylaw, unless inconsistent with the context, the following definitions apply:

### **Authorised Officer**

Means any Person appointed or authorised by the Council to act on its behalf or its authority.

### **Approved**

Means approved in writing by the WSA, either by resolution of the Council or by any Authorised Officer of the WSA.

### **Backflow**

The unplanned reversal of flow of water or mixtures of water and contaminants into the Water Supply System.

### **Council**

The Upper Hutt City Council or any officer authorised to exercise the authority of the Council.

### **Customer**

A Person who uses, or has obtained the right to use or direct the manner of use of, water supplied by the WSA and or the owner of the premises.

### **Customer Stopcock**

A valve installed by the customer to isolate supply to any part of the customer's premises.

### **Detector Check Valve**

A check (non-return) valve which has a positive closing pressure and a metered bypass to measure flows typically associated with leakage or unauthorised use on a dedicated fire supply.

### **Emergency Conditions**

Emergency Conditions are hazards natural or otherwise (such as floods, droughts or earthquakes but not limited to these), accidents, acts of sabotage, terrorism and or war that result in or necessitate disruptions to the supply of water, including pipeline failures or failure of any component of the water supply infrastructure. Under such circumstances, the WSA may shut down the supply and such events shall be exempted from the level of service requirements of clauses 9.5 and 9.6.

### **Extraordinary Supply**

A category of On Demand Supply including all purposes for which water is supplied other than Ordinary Supply and which may be subject to specific conditions and limitations.

NOTE – Meters are owned by the customer.

### **Fees and Charges**

The list of items, terms, and prices for services associated with the supply of water as adopted by the Council in accordance with the LGA 2002 and the Local Government (Rating) Act 2002.

### **Fire Fighter**

Means Fire Service trained and authorised Person assessing the Water Supply Systems for fire fighting capability and accessing the system for the purpose of fire fighting.

**Garden Watering**

Is the use of water for the upkeep of a domestic garden.

**Level of Service**

The performance standards on which the WSA undertakes to supply water to its Customers.

**Normal Working Day**

Will mean Monday to Friday excluding public holidays in the Wellington Region.

**On Demand Supply**

A supply which is available on demand directly from the Point of Supply subject to the Level of Service.

**Ordinary Supply**

A category of On Demand Supply used solely for domestic purposes and supplied to properties zoned as residential in the Upper Hutt City Council District Plan.

**Permit Holder**

A Person approved by the WSA, holding a current permit and complying with the conditions endorsed on that permit.

**Person**

A natural Person, corporation sole or a body of Persons whether corporate or otherwise.

**Point of Supply**

The point on the water pipe leading from the water main to the Premises, which marks the boundary of responsibility between the Customer and the WSA, irrespective of property boundaries. Actual location determined by Clause 9.2.

**Potable**

As defined in the New Zealand Drinking Water Standards 2005.

**Premises**

Premises include the following:

- ▶ A property or allotment which is held under a separate certificate of title or for which a separate certificate of title may be issued and in respect to which a building consent has been or may be issued; or
- ▶ A building or part of a building that has been defined as an individual unit by a cross- lease, unit title or company lease and for which a certificate of title is available; or
- ▶ Land held in public ownership (e.g. reserve) for a particular purpose.

**Public Notice**

Means published on one occasion in either the Upper Hutt Leader and or The Dominion Post and includes any other Public Notice that the Upper Hutt City Council thinks desirable in the circumstances.

**Publicly Notified**

Means published on one occasion in either the Upper Hutt Leader or The Dominion Post.

**Restricted Flow Supply**

A type of water supply connection where a small flow is supplied through a flow control device, and storage is provided by the Customer to cater for the Customer's demand fluctuations.

**Restrictor**

A flow control device fitted to the Service Pipe to limit the flow rate of water to a Customer's Premises.

**Roading Authority**

Upper Hutt City Council or Transit New Zealand.

**Service Pipe**

The section of water pipe between a water main and the Point of Supply owned and maintained by the WSA.

**Service Valve (Toby)**

The public valve at the Customer end of the Service Pipe.

**Storage Tank**

Any tank used for the storage of Potable water.

**Supply Pipe**

The section of pipe between the Point of Supply and the Customer's Premises through which water is conveyed to the Premises, owned and maintained by the Customer.

**Water Supply Authority (WSA)**

Upper Hutt City Council and its authorised agents.

**Water Supply System**

All those components of the WSA network to the Point of Supply. This includes but is not limited to: mains, treated water reservoirs, trunk mains, service mains, rider mains, pump stations and pumps, valves, hydrants, scour lines, service pipes, boundary assemblies, meters, Backflow prevention devices and tobies. This does not include Water Supply System Assets owned by Greater Wellington Regional Council.

## 8. Protection of Water Supply

### 8.1 Water Supply System

#### 8.1.1 Access to System

No Person other than the WSA and its authorised agents shall have access to any part of the Water Supply System, except to connect to the Point of Supply, subject to 9.1, and to operate the Service Valve (Toby).

#### 8.1.2 No Person to Connect to, or Interfere with a Water Supply System

Except as set out in 8.1.1, 8.1.3 and 8.1.4, no Person shall make any connection to, or otherwise interfere with, any part of the Water Supply System.

#### 8.1.3 Fire Hydrants

Only a Fire Fighter or the Upper Hutt City Council or its Authorised Agent shall gain access to, and draw water from fire hydrants for the purpose of fighting fires, training, and testing.

NOTE – Use of the fire hydrants by untrained Personnel can result in damage to the water supply system.

#### 8.1.4 Other Uses

The right to gain access to, and draw water from the water supply for uses other than firefighting (for example, flow testing or pipe flushing) shall be restricted to:

- ▶ The WSA or its agents;

- ▶ Permit holders, being those Persons who after having submitted an application to the WSA are subsequently approved to draw water from fire hydrants or tanker filling points. Such permits shall be valid only so long as the Permit Holder complies with the conditions endorsed on the permit. Without prejudice to other remedies available, the WSA may remove and hold any equipment used by an offender to gain access to, or draw water from a fire hydrant, and assess and recover the value of water drawn without authorisation and any other associated costs.

### **8.1.5 Working Around Buried Services**

- 8.1.5.1** The WSA shall keep permanent records ('as-builts') of the location of its buried services. This information shall be available for inspection at no cost to users. Charges may be levied to cover the costs of providing copies of this information.
- 8.1.5.2** Any Person proposing to carry out excavation work shall view the as-built information to establish whether or not WSA services are located in the vicinity. Where WSA services are located in a roadway the Person will obtain a Road Opening Consent from the appropriate Roding Authority.
- 8.1.5.3** When excavating and working around buried services due care shall be taken to ensure the services are not damaged, and that bedding and backfill are reinstated in accordance with the appropriate WSA specification.
- 8.1.5.4** Any damage which occurs to a WSA service shall be reported to the WSA immediately. The Person causing the damage shall reimburse the WSA with all the costs associated with repairing the damaged service, and any other costs the WSA incurs as a result of the incident.

NOTE – Excavation within roadways is also subject to the permit process of the appropriate Roding Authority.

## **9. Conditions of supply**

### **9.1 Application for Supply**

#### **9.1.1 Initial Application and Connection**

- 9.1.1.1** Every application for a supply of water shall be made in writing on the standard WSA form accompanied by the prescribed charges. The applicant shall provide all the details required by the WSA.
- 9.1.1.2** On receipt of an application the WSA shall, after consideration of the matters in 9.4 and 9.5, either:
  - ▶ Approve the application and inform the applicant of the Terms and Conditions under which the water will be supplied; or
  - ▶ Refuse the application and notify the applicant of the decision giving the reasons for refusal.
- 9.1.1.3** The Customer shall obtain WSA approval of material, the sizes of all pipes, fittings and any other equipment up to the point of supply. The WSA may supply and install the Service Pipe up to the Point of Supply at the applicant's cost or allow the supply and installation of the Service Pipe to be carried out by approved contractors.

**9.1.1.4** The applicant shall have the authority to act on behalf of the owner of the Premises for which the supply is sought, and shall produce written evidence of this.

**9.1.1.5** An approved application for supply which has not been actioned within six months of the date of application will lapse unless a time extension has been approved. Any refund of Fees and Charges shall be at the discretion of the WSA.

### **9.1.2 Change of Use**

Where a Customer seeks a change in the Level of Service or end use of water supplied to the Premises, and/or the supply changes from an ordinary to an extraordinary use (see 9.4) or vice versa, a new application for supply shall be submitted by the Customer and the terms and conditions of clause 9.1 shall apply as if it is an initial application.

## **9.2 Point of Supply**

### **9.2.1 Location of the Point of Supply**

**9.2.1.1** The Point of Supply will be determined by the position of the Service Valve (Toby) which is to be located within 600mm of the roadside boundary of the road reserve or as agreed in writing by the WSA but at no time will a Service Valve (Toby) be positioned under a vehicle crossing.

**9.2.1.2** For properties that do not have the service valve located in accordance with clause 9.2.1.1 above the Point of Supply will be defined by Council and recorded.

### **9.2.2 Responsibility for Maintenance**

The WSA shall own and maintain the Service Pipe and fittings up to the Point of Supply. The Customer shall own and maintain the Supply Pipe beyond the Point of Supply.

### **9.2.3 Single Ownership**

**9.2.3.1** For each individual Customer there shall be only one Point of Supply, unless otherwise approved.

**9.2.3.2** The WSA gives no guarantee of the service ability of the Service Valve (Toby) located on the Service Pipe. Where there is no Customer Stopcock, or where maintenance is required between the service valve and the Customer Stopcock, the Customer may use the Service Valve to isolate the supply. However, the WSA reserves the right to charge for maintenance of this valve if damaged by such Customer use.

### **9.2.4 Multiple Ownership**

**9.2.4.1** The Point of Supply for the different forms of multiple ownership of Premises and/or land shall be:

- i. For Company Share/Block Scheme (Body Corporate) – as for single ownership; or
- ii. For Leasehold/Tenancy in Common Scheme (Cross Lease), Strata Title, Unit Title (Body Corporate) and any other form of multiple ownership – each Customer shall have an individual supply with the Point of Supply determined by the WSA. In specific cases other arrangements may be acceptable, subject to individual approval.

**9.2.4.2** For a multiple ownership supply which was in existence prior to the coming into effect of this Bylaw, the Point of Supply shall be the arrangement existing at that time, or as determined by the WSA.

## **9.3 Access To, and about Point of Supply**

### **9.3.1 Rights of Access**

**9.3.1.1** Where the Point of Supply is on private property the Customer shall allow the WSA access to, and about the Point of Supply between 0730 and 1800 on any day for:

- ▶ Meter reading without notice; or
- ▶ Checking, testing and maintenance work with notice being given whenever possible.

**9.3.1.2** Outside these hours (such as for night time leak detection) the WSA shall give notice to the Customer.

**9.3.1.3** Where access is not made available for any of the above times and a return visit is required by the WSA, the WSA may charge for the return visit at the rate charged for 'Meter reading by appointment'.

**9.3.1.4** Under Emergency Conditions the Customer shall allow the WSA free access to, and about the Point of Supply at any hour.

### **9.3.2 Maintenance of Access**

The Customer shall maintain the area in and around the Point of Supply and Meter keeping it free of soil, growth, or other matter or obstruction which prevents, or is likely to prevent convenient access.

NOTE – If the Point of Supply is sealed over by the Customer, the Customer will be charged the cost of reinstalling the service box for the Point of Supply.

## **9.4 Types of supply**

### **9.4.1 General**

Supplies shall be classified as either 'on demand' or 'restricted flow' and the use of water from the supply shall be either 'ordinary' or 'extraordinary'.

### **9.4.2 On Demand Supply**

Is a supply available directly from the Point of Supply subject to the Level of Service. There are two categories of use, Ordinary and Extraordinary.

#### **9.4.2.1 Ordinary Use**

Water supplied to a premise situated in a residential zone of the Upper Hutt City Council District Plan which is used for domestic purposes use and in a dwelling unit. Domestic purposes shall include the use of a hose for:

- ▶ Washing down a car, boat, caravan or vehicle on a non commercial basis.
- ▶ Garden watering by hand.
- ▶ Garden watering by one only portable sprinkler per property.
- ▶ Automated garden irrigation systems.

#### **9.4.2.2 Extraordinary Use**

Shall include the following:

- ▶ Commercial and business.
- ▶ Industrial.
- ▶ Horticultural.
- ▶ Temporary supply.
- ▶ Viticultural.
- ▶ All properties not zoned residential in the Upper Hutt City Council District Plan.
- ▶ Any other nominated use.

Water supplied for Extraordinary use shall be metered and the customer charged for water consumed in accordance with clause 9.15.

NOTE – Meters are owned by the customer.

#### **9.4.3 Restricted flow supply**

**9.4.3.1** Restricted flow supply may be available to Premises under special conditions set by the WSA.

**9.4.3.2** The water supply shall be restricted so as to deliver the agreed number of water units at a steady flow rate.

**9.4.3.3** The WSA shall charge for the Restricted Flow Supply by either:

**9.4.3.3.1** The volume passing through a meter; or

**9.4.3.3.2** The agreed number of water units.

#### **9.5 Level of service**

The WSA shall provide water in accordance with the Level of Service contained in the Long Term Council Community Plan.

#### **9.6 Continuity of supply**

##### **9.6.1 Supply**

The WSA does not guarantee an uninterrupted or constant supply of water, or maintenance of an existing pressure which is in excess of that Level of Service specified in the Upper Hutt City Council Code of Practice for Civil Engineering Works, but shall endeavour to meet the Level of Service contained in the Upper Hutt City Council Long Term Council Community Plan (LTCCP).

Where works of a permanent or temporary nature are planned which will affect an existing supply, the WSA will inform or give notice to all known Customers likely to be substantially affected.

### **9.6.2 Uninterrupted Service**

If a Customer has a particular requirement for an uninterrupted Level of Service (flow, pressure, or quality), it shall be the responsibility of that Customer to provide any storage, back-up facilities, or equipment necessary to provide that Level of Service.

### **9.6.3 Demand Management**

The Customer shall comply with any restrictions which shall be Publicly Notified by the WSA to manage demand, high seasonal or other demands.

### **9.6.4 Emergency Restrictions**

**9.6.4.1** During Emergency Conditions the WSA may restrict or prohibit the use of water for any specified purpose, for any specified period, and for any or all of its Customers. Such restrictions shall be Publicly Notified. The WSA may enact penalties over and above those contained in these conditions to enforce these restrictions. The decision to make and lift restrictions, and to enact additional penalties, shall be made by the Council, or where immediate action is required, by the Chief Executive Officer of the WSA.

**9.6.4.2** The Chief Executive Officer will advise Council of all decisions made under Clause 9.6.4.1 as soon as practicable following the making of the decision.

### **9.6.5 Maintenance and Repair**

Wherever practical the WSA shall make every reasonable attempt to notify the Customer of a scheduled maintenance shutdown of the supply before the work commences. Where immediate action is required and notification is impractical, the WSA may shut down the supply without notice.

## **9.7 Liability**

The WSA shall not be liable for any loss, damage or inconvenience which the Customer (or any Person using the supply) may sustain as a result of deficiencies in, or interruptions to, the water supply.

## **9.8 Fire Protection Connection**

### **9.8.1 Connection Application**

Any proposed connection for fire protection shall be the subject of a specific application (on the standard WSA form) made to the WSA for approval. Any such connection shall be subject to the conditions specified by the WSA.

### **9.8.2 Design**

It shall be the Customer's responsibility to ensure any fire protection system is designed to operate using the available supply.

### **9.8.3 Fire Protection Connection Metering**

**9.8.3.1** Where the supply of water to any Premises is metered the WSA may allow the supply of water for the purposes of firefighting to be made in a manner which bypasses the meter provided that:

- ▶ The drawing of water is possible only in connection with the sounding of an automatic fire alarm or the automatic notification of the fire brigade; or
- ▶ A WSA approved Detector Check Valve has been fitted on the meter bypass.

**9.8.3.2** Any unmetered connection provided to supply water to a fire protection system shall not be used for any purpose other than firefighting and testing the fire protection system.

**9.8.3.3** Where a fire connection has been installed prior to the commencement of this Bylaw and is so constructed or located so that it is likely or possible that water may be drawn from it by any Person for purposes other than firefighting, the WSA may require the supply to be metered.

#### **9.8.4 Fire Hose Reels**

Where the supply of water to any Premises is metered, fire hose reels shall be connected only to the metered supply, not to the fire protection system.

#### **9.8.5 Charges**

Water used for the purpose of extinguishing fires shall be supplied free of charge. Where the fire protection connection is metered and water has been used for firefighting purposes, the WSA shall estimate the quantity of water so used, and credit to the Customer's account an amount based on such an estimate.

#### **9.8.6 Ongoing Testing and Monitoring**

Customers intending to test fire protection systems in a manner that requires a draw-off of water shall obtain the approval of the WSA beforehand. Water used for routine flushing and flow testing does not constitute wastage.

### **9.9 Backflow Prevention**

#### **9.9.1 Customer Responsibility**

Backflow prevention. It is the Customer's responsibility to take all necessary measures on the Customer's side of the Point of Supply to prevent water which has been drawn from the WSA's water supply from returning to that supply. The WSA retains the right to fit a Backflow prevention device on the WSA side of the Point of Supply, such device to be fitted at the Customer's expense.

### **9.10 WSA equipment and inspection**

#### **9.10.1 Care of Water Supply System**

The Customer shall take due care not to damage any part of the Water Supply System, including but not limited to pipework, valves, meters, Restrictors, chambers, and Backflow prevention devices.

#### **9.10.2 Inspection**

Subject to the provisions of the Local Government Act 2002, the Customer shall allow the WSA with or without equipment, access to any area of the Premises for the purposes of determining compliance with these conditions.

### **9.11 Meters**

All meters shall be the property of the customer.

#### **9.11.1 Installation**

**9.11.1.1** This clause governs all the installation of all meters under this bylaw. An Ordinary Supply of water may not normally be metered (subject to the WSA reserving the right to require the Customer to supply, install and maintain an approved water meter at any time in the future in accordance with Clause 9.11.1.4).

**9.11.1.2** An Extraordinary Supply shall be metered and charged for in accordance with Section 9.15.

**9.11.1.3** The Customer must employ a Craftsman Plumber or approved contractor to carry out the work, obtain a Building Consent and provide an independent test certificate for the meter.

**9.11.1.4** Where on demand supplies are not universally metered, the WSA where it considers water consumption is unusually high, reserves the right to require a meter to be fitted or to fit a meter at the Customer's cost, and charge accordingly.

#### **9.11.2 Location**

Meters shall be located in a position where they are readily accessible for reading and maintenance, immediately on the WSA side of the Point of Supply, unless the WSA approves otherwise.

#### **9.11.3 Accuracy**

**9.11.3.1** The accuracy of meters shall be tested by the customer as and when required by the WSA in accordance with the Water Meter Code of Practice (OIML R49).

**9.11.3.2** If any meter, after being tested, needs to be repaired or replaced the customer must complete such repair or replacement within ten working days of the date of the test certificate. If:

- i. The meter is repaired the customer must also provide the WSA with an independent test certificate indicating the meter is functioning accurately within ten working days, or
- ii. The meter is to be replaced the new meter must be installed in accordance with clause 9.11.1.

#### **9.11.4 Adjustment**

If any meter, after being tested, is found to register a greater or lesser consumption than the quantity of water actually passed through such a meter, the WSA shall make an adjustment in accordance with the results shown by such tests, backdated for a period at the discretion of the WSA but not exceeding 12 months, and the Customer shall pay a greater or lesser amount according to the adjustment.

Where a meter is under-reading by more than 20% or has stopped, the WSA reserves the right to charge for the amount of water assessed as having been used over the past billing period, taking into account any seasonal variations in demand.

Where a meter is over-reading, the WSA shall make appropriate adjustments to the customer's invoice(s), based on a period of similar use and backdated to when it is agreed the over-reading is likely to have occurred.

#### **9.11.5 Estimating Consumption**

Should any meter be out of repair or be removed, the WSA shall estimate the consumption for the period since the previous reading of such meter, (based on the average of the previous four billing periods charged to the Customer) and the Customer shall pay according to such an estimate. Provided that when by reason of a large variation of consumption due to seasonal or other causes, the average of the previous four billing periods would be an unreasonable estimate of the consumption, the WSA may take into consideration other evidence for the purpose of arriving at a reasonable estimate, and the Customer shall pay according to such an estimate.

#### **9.11.6 Incorrect Accounts**

Where a situation occurs, other than as provided for in 9.11.5, where the recorded consumption does not accurately represent the actual consumption on a property, the account shall be adjusted using the best information available to the WSA. Such situations include, but are not limited to, misreading of the meter, errors in data processing, meters assigned to the wrong account, and unauthorised supplies.

Where an adjustment is required, in favour of the WSA or the Customer, this shall not be backdated more than 12 months from the date the error was detected.

### **9.12 Flow Restrictors**

This clause governs the installation of all restrictors.

#### **9.12.1 Installation**

The Customer will be responsible for the supply, installation and maintenance of the Restrictor.

**9.12.1.2** The Customer must employ a Craftsman Plumber or approved contractor to carry out the work, obtain a Building Consent and provide an independent test certificate for the Restrictor.

#### **9.12.2 Location**

Restrictors shall be located in a position where they are readily accessible for reading and maintenance, immediately on the WSA side of the Point of Supply, unless the WSA approves otherwise.

#### **9.12.3 Accuracy**

**9.12.3.1** Restrictors shall be tested by the customer at the request of the WSA by measuring the quantity that flows through the Restrictor in a period of not less than 1 hour at the expected minimum operating pressure. A copy of the independent test certificate of the test result must be submitted to the WSA.

**9.12.3.2** The WSA retains the right to carry out an independent flow test on the flow Restrictor.

**9.12.3** If any restrictor, after being tested, needs to be repaired or replaced the customer must complete such repair or replacement within ten working days of the date of the test certificate. If:

- i. The restrictor is repaired the customer must also provide the WSA with an independent test certificate indicating the restrictor is functioning accurately within ten working days, or
- ii. The restrictor is to be replaced the new restrictor must be installed in accordance with clause 9.12.1.

### **9.13 Plumbing System**

**9.13.1** The Customer's plumbing system shall be designed, installed and maintained, both in its component parts and its entirety, to ensure that it complies with the Building Act 2004 and the New Zealand Building Code.

**9.13.2** Quick-closing valves, pumps, or any other equipment which may cause pressure surges or fluctuations to be transmitted within the Water Supply System, or compromise the ability of the WSA to maintain its levels of service shall not be

used on any piping beyond the Point of Supply. In special circumstances such equipment may be approved by the WSA.

- 9.13.3 In accordance with the Building Regulations 1992 the plumbing system shall be compatible with the water supply.

#### **9.14 Prevention of Waste**

9.14.1 The Customer shall not intentionally allow water to run to waste from any pipe, tap, or other fitting, nor allow the condition of the plumbing within the property to deteriorate to the point where leakage or wastage occurs.

9.14.2 The WSA provides water for consumptive use not as an energy source. The Customer shall not use water or water pressure directly from the supply for driving lifts, machinery, eductors, generators, or any other similar device, unless specifically approved.

9.14.3 The Customer shall not use water for a single pass cooling system or to dilute trade waste prior to disposal, unless specifically approved.

#### **9.15 Payment**

9.15.1 The Customer shall be liable to pay for the supply of water and related services in accordance with the WSA current Fees and Charges.

9.15.2 The WSA may recover all unpaid water charges as prescribed in the Local Government (Rating) Act 2002, sections 57 to 82.

#### **9.16 Transfer of Rights and Responsibilities**

9.16.1 The Customer shall not transfer to any other party the rights and responsibilities set out in this Bylaw.

9.16.2 A Supply Pipe shall serve only one Customer, and shall not extend by hose or any other pipe beyond that Customer's property.

9.16.3 In particular and not in limitation of the above any water which the Customer draws from the WSA supply shall not be provided to any other party without approval of the WSA.

#### **9.17 Change of Ownership**

In the event of a Premises changing ownership the WSA shall record the new owner as being the Customer at that Premises. Where a premise is metered the outgoing Customer shall give the WSA five working days notice to arrange a final meter reading.

#### **9.18 Disconnection at the Customer's Request**

The Customer shall give 20 working days notice in writing to the WSA of the requirement for disconnection of the supply. Disconnection shall be at the Customer's cost.

## 10. Breaches, Offences and Penalties

### 10.1 Breaches of conditions of supply

The following are deemed breaches of the conditions to supply water:

- a. An incorrect application for supply which fundamentally affects the conditions of supply (section 9);
- b. Failure by the customer to meet and comply with the conditions of supply;
- c. Failure to meet any obligation placed on the customer under all current Acts, Regulations and Codes of Practice specified in section 5;
- d. Frustration of the WSA's ability to adequately and effectively carry out its obligations;
- e. An act or omission including but not limited to any of the following:
  - i. Failure to pay the appropriate charges by the due date
  - ii. Failure to repair a leak, or in any way wilfully allowing water to run to waste, or to be misused
  - iii. The fitting of quick-closing valves, pumps, or any other equipment which may cause pressure surges or fluctuations to be transmitted within the water supply system, or compromise the ability of the WSA to maintain its levels of service (subject to 9.12)
  - iv. Failure to prevent backflow (see 9.9)
  - v. Failure to comply with water use restrictions or prohibitions introduced by the WSA for any specified purpose
  - vi. Using water or water pressure directly from the supply for driving lifts, machinery, educators, generators, or any other similar device, unless specifically approved by the WSA
  - vii. Using water for a single pass cooling or heating system, or to dilute trade waste prior to disposal, unless specifically approved
  - viii. Extending by hose or any other pipe a private water supply beyond that customer's property
  - ix. Providing water drawn from the WSA supply to any other party without approval of the WSA.

In the event of a breach, the WSA shall serve notice on the customer advising the nature of the breach and the steps to be taken to remedy it. If, after one week, the customer persists in the breach, the WSA reserves the right to reduce the flow rate of water to the customer without notice. In such an event the full service of the supply shall be re-established only after payment of the appropriate fee and remedy of the breach to the satisfaction of the WSA. In addition, if the breach is such that the WSA is required to disconnect the supply for health or safety considerations, such disconnection should be carried out forthwith.

## **10.2 Interference with Equipment**

Any tampering or interfering with WSA equipment, either directly or indirectly, shall constitute a breach. Without prejudice to its rights and remedies, the WSA shall be entitled to estimate and charge for the additional water consumption not recorded or allowed to pass where a meter or Restrictor has been tampered with, and recover any costs incurred.

## **10.3 Offences**

**10.3.1** Not adhering to any restrictions under clause 9.6.3 or 9.6.4, or

**10.3.2** Not complying with the requirements of clause 9.13, in the first instance non compliance has occurred, a second or greater non-compliance will be prosecuted in accordance with clause 10.4.2 below, or

**10.3.3** Any breach of this Bylaw not covered by Clauses 10.3.1 and 10.3.2 above.

## **10.4 Penalties**

**10.4.1** The maximum penalty for an offence against clauses 9.6.3, 9.6.4 or 9.13(if applicable) is \$500.00 or such other amount set by Council from time to time.

**10.4.2** Any Person who commits a breach of any other part of this bylaw will be liable to the penalties for breach of bylaw prescribed by the Local Government Act 2002. Without prejudice to any of the foregoing, the WSA may pursue any other legal steps it is authorised to take.