

# Bylaw

## WATER SUPPLY

<b>TITLE:</b>	Ashburton District Council Water Supply Bylaw 2016
<b>TEAM:</b>	Assets
<b>RESPONSIBILITY:</b>	Assets Manager
<b>DATE ADOPTED:</b>	22 September 2016
<b>COMMENCEMENT:</b>	22 September 2016
<b>NEXT REVIEW DUE:</b>	22 September 2026

### 1. Title

The title of this bylaw is the Ashburton District Council Water Supply Bylaw 2016.

### 2. Purpose

The purpose of this bylaw is to:

- a) manage and protect Ashburton District Council's water supply systems from misuse or damage and;
- b) protect the public from nuisance and;
- c) protect, promote and maintain public health and safety.

### 3. Related Documents

- Ashburton District Council Backflow Prevention Policy
- Ashburton District Council Explanatory Bylaw 2016
- Building Act 2004
- Building Regulations 1992
- Dog Control Act 1996
- Drinking Water Standards for New Zealand 2005
- Fire Service Act 1975
- Health Act 1956
- Health (Drinking Water) Amendment Act 2007
- Local Government Act 2002
- Local Government (Rating) Act 2002

- New Zealand Building Code BS EN 14154-3:2005
- New Zealand Fire Service Firefighting Water Supplies Code of Practice
- Resource Management Act 1991
- Water Meters – Test methods and equipment, SNZ PAS 4509:2008

## 4. Application

- 4.1. This bylaw applies to the water supply schemes owned and managed by Ashburton District Council.
- 4.2. The supply and sale of water by the Ashburton District Council is subject to:
- (a) Statutory Acts and Regulations:
    - (i) Building Act 2004
    - (ii) Fire Service Act 1975
    - (iii) Health Act 1956
    - (iv) Local Government Act 2002
    - (v) Local Government (Rating) Act 2002
    - (vii) Resource Management Act 1991; and
  - (b) Relevant Codes and Standards
    - (i) Drinking Water Standards for New Zealand 2005
    - (ii) New Zealand Building Code
    - (iii) BS EN 14154-3:2005 Water meters. Test methods and equipment
    - (iv) SNZ PAS 4509:2008 New Zealand Fire Service Firefighting Water Supplies Code of Practice.
    - (v) OIML R49 – International Recommendation, Water meters for cold potable water and hot water (International Organisation of Legal Metrology)
- 4.3. Any reference to a repealed enactment within this bylaw should be read as a reference to its replacement.

## 5. Definitions

In this bylaw, unless the context requires otherwise:

**Air Gap Separation** means the unobstructed distance between the lowest opening of a water supply outlet and the highest level of the overflow water and shall be as prescribed in the New Zealand Building Code.

**Approved** means approved in writing by the WSA; either by resolution of the Council or by any authorised officer of the WSA.

**Backflow** means the unplanned reversal of flow of water or mixtures of water and contaminants into the water supply system.

**Council** means the Ashburton District Council or any officer authorised to exercise the authority of Council.

**Customer** means a person who uses, or has obtained the right to use or direct the manner of use of, water supplied by the WSA.

**Customer Valve** means a valve installed on the supply pipe or internal plumbing to isolate supply to all or part of the customer's premises.

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

**Extraordinary Supply** means 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.

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

**Level of Service** means the measurable performance standards on which the WSA undertakes to supply water to its customers.

**Main Tapping** means the act of physically connecting a service pipe (or new water main) to an existing water main by the WSA or its nominated agent.

**On Demand Supply** means a supply which is available on demand directly from the point of supply subject to the agreed levels of service.

**Ordinary Supply** means a category of on demand supply used solely for domestic purposes.

**Person** means a natural person, corporation sole or a body of persons whether corporate or otherwise.

**Point of Supply** means 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.

**Premises** means any of the following:

- (a) 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 maybe issued; or
- (b) 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

(c) Land held in public ownership (e.g. reserve) for a particular purpose.

**Property** means a separately rateable property.

**Publicly Notified** means published on at least one occasion in a daily newspaper circulating the area, or, under emergency conditions, by the most practical means available at that time.

**Restricted Flow Supply** means a type of water supply where a small flow is supplied by a flow control device, and storage is provided by the customer to cater for demand fluctuations.

**Restrictor** means a flow control device fitted to a service pipe to regulate the flow of water to a customer's premises.

**Rural Water Supply Area** means an area formally designated by a WSA as an area serviced by a reticulated water supply system that is intended to supply water for specified purposes via on demand supplies and/or restricted flow supplies but not necessarily with a fire fighting capability.

**Service Pipe** means the section of water pipe between a water main and the point of supply.

**Service Valve (Toby)** means the valve at the customer end of the service pipe.

**Storage Tank** means any tank, having a free water surface under atmospheric pressure, to which water is supplied across an air gap separation.

**Supply Pipe** means a section of pipe through which water is conveyed from the point of supply to the customer.

**Urban Water Supply Area** means an area formally designated by a WSA as an area serviced by a reticulated water supply system with a firefighting capability that is intended to supply water to customers via on demand supplies.

**Water Supply Authority (WSA)** means the operational unit of Council responsible for the supply of water, including its authorised agents.

**Water Supply System** means those components of the network between the point of abstraction from the natural environment and the point of supply. This includes but is not limited to: wells, infiltration galleries, intake structures, open raw water storage ponds/lakes, falling mains, treatment plants, treated water reservoirs, trunk mains, service mains, rider mains, pump stations, pumps, valves, hydrants, scour lines, service pipes, boundary assemblies, meters, backflow prevention devices and tobies.

## 6. Protection of Water Supply

### 6.1. Access to water supply system

6.1.1. No person other than the WSA and its authorised agents may have access to any part of the water supply system, except to connect to the point of supply, subject to 7.1, and to operate the service valve.

6.1.2. Except as set out in 6.1.3, and 6.1.4 no person may make any connection to, or

otherwise interfere with, any part of the water supply system.

- 6.1.3. Only the attending Fire Service/s shall gain access to, and draw water from fire hydrants for the purposes of fighting fires, training, and testing.
- 6.1.4. The right to gain access to, and draw water from a water supply for uses other than firefighting (for example, flow testing or pipe flushing) shall be restricted to:
  - i. The WSA and its authorised agents;
  - ii. Water abstraction permit holders during the period for which the permit has been issued, and only for the specified fire hydrant or filling point.

## **6.2. Working around buried services**

- 6.2.1. The WSA will keep accurate permanent records ('as-builts') of the location of its buried services. This information is available for inspection at no cost to users. Charges may be levied to cover the costs of providing copies of this information.
- 6.2.2. Any person proposing to carry out excavation work must view the as-built information to establish whether or not WSA services are located in the vicinity.
- 6.2.3. At least five working days' notice must be given to the WSA of an intention to excavate in the vicinity of its services.
- 6.2.4. Where appropriate the WSA will mark out on the ground (within  $\pm 0.5$  metres) the location of its services, and provide in writing any restrictions placed on the proposed work which are considered necessary to protect its buried services. The WSA may charge for this service.
- 6.2.5. 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.
- 6.2.6. Any damage which occurs to a WSA service must be reported to the WSA immediately. The person causing the damage shall reimburse WSA with all costs associated with repairing the damaged service, and any other costs the WSA incurs as a result of the damage.
- 6.2.7. Where the Council is unable to determine who caused the damage, it reserves the right to charge the land owner on whose land the damage occurred for the necessary repairs to be carried out.
- 6.2.8. Where the WSA determines that damage to the Water Supply System has occurred and that that damage has been wilful or malicious, or caused through negligence, the WSA may seek advice on whether a prosecution should take place under section 232 of the Local Government Act.
- 6.2.9. Excavation within road reserves is also subject to the permit process of the appropriate roading authority.

### **6.3. Spillages and adverse events**

- 6.3.1. In the event of a spillage, or any adverse event which may compromise the water supply, the person responsible for the event must advise the WSA immediately. This requirement is in addition to notification procedures which are required for other authorities.
- 6.3.2. Failure to comply with the duty to inform the WSA immediately of any spillage or any adverse event that impacts on public health, damage to property, impacts on the ongoing security of the supply of water or for any reason what-so-ever, may result in sanctions being brought against the person involved, including but not limited to any Criminal or Civil action that the Council and the WSA feels warranted given the circumstances.

## **7. Conditions of supply**

### **7.1. Application for supply**

- 7.1.1. In order to receive a supply of water an application must be made to the WSA.
- 7.1.2. 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 details required by the WSA.
- 7.1.3. The applicant will be considered to have the authority to act on behalf of the owner of the premises for which the supply is sought, and must produce written evidence of this if required.
- 7.1.4. Within 10 working days of the receipt of an application the WSA will consider the matters in 7.11 and 7.12 and any other matters the WSA considers relevant, and:
  - i. Approve the application and inform the applicant of the type of supply, the level of service, the size of the connection and any particular conditions applicable; or
  - ii. Refuse the application and notify the applicant of the decision giving the reasons for refusal.
- 7.1.5. For the agreed level of service to the applicant, the WSA will determine the sizes of all pipes, fittings and any other equipment from the water main up to the point of supply.
- 7.1.6. The WSA will supply and install the service pipe up to the point of supply at the applicant's cost or may, through written approval, permit the supply and installation of the service pipe to be carried out by approved contractors.
- 7.1.7. An approved application for supply which has not been actioned within six months of the date of application approval will lapse unless a time extension has been approved.

- 7.1.8 Any refund of fees and charges shall be at the discretion of the WSA.
- 7.1.9 Any application for an extension of time should be received by the WSA in writing with reasons as to why the extension is being sought and submitted to the WSA at least 20 working days before the date that falls six months after the date that the original application was approved. Approval of the time extension is entirely at the discretion of the WSA.
- 7.1.10 The WSA will limit the number of extensions to one. Should the applicant be unable to connect to the water supply system within the period of the time extension, an entirely new application will need to be made, with associated costs to be borne by the applicant.

## **7.2. Change of use**

- 7.2.1. Where a customer seeks a change in the level of service or end use of water supplied to a premises, and/or the supply changes from an ordinary to an extraordinary type (see 7.11) or vice versa, a new application for supply must be submitted by the customer.

## **7.3. Prescribed fees and charges**

- 7.3.1. Fees and charges applicable at the time of application may include:
- i. Application and inspection fee
  - ii. Payment to the WSA for the cost of physical works required to provide the connection (e.g. connection or main tapping fees where set)
  - iii. A development contribution charge determined in accordance with the Local Government Act 2002.
  - iv. A financial contribution charge determined in accordance with the Resource Management Act 1991
  - v. Water abstraction permit fee.

## **7.4. Construction of service pipe**

- 7.4.1. Construction of service pipes shall only be undertaken by contractors as approved by the WSA in writing.
- 7.4.2. WSA shall inspect all new service pipe works prior to acceptance.
- 7.4.3. Any works not constructed in accordance with WSA standard specification, or deemed unacceptable in any way, must be repaired and/or replaced at the contractors cost. Additional fees may be applied to the contractor if re-inspection is required.





- 7.4.4. The WSA reserves the right to inspect, replace, or remove any works constructed by unapproved contractors or others. The WSA may recover any or all costs associated with inspection, replacement or removal from the applicant.

## **7.5. Construction of supply pipe**

- 7.5.1. Where a customer supplies and installs a new or altered supply pipe up to the point of supply, the customer must fit a customer valve to the satisfaction of an authorised officer as follows:
- 7.5.1.1. Where a building is set back from the road boundary, a customer valve shall be fitted on the supply pipe to control all outlets to the premises;
  - 7.5.1.2. Where a building is on the road boundary, a customer valve shall be provided inside the building as close as possible to the point of pipe entry to control all outlets on the premises;
  - 7.5.1.3. In every building of more than one floor, at every floor level including sub floor or basement level, to control the supply to all outlets on such floor.

## **7.6. Bulk abstraction**

- 7.6.1. Any person, other than the WSA, its authorised agents, and New Zealand Fire Service personnel in the performance of their statutory powers desiring to abstract water from a WSA water supply must apply in writing on the standard WSA form accompanied by the prescribed charges. The applicant must provide all details required by the WSA.
- 7.6.2. The WSA:
- i. May issue a water abstraction permit upon such terms, conditions and restrictions as the WSA may determine; or
  - ii. Refuse the application and notify the applicant of the decision giving the reasons for the refusal.

## **7.7. Responsibility for maintenance**

- 7.7.1. The WSA shall own and maintain the service pipe and fittings from the water main up to the point of supply.
- 7.7.2. For new connections, the WSA shall assume ownership and maintain the service pipe from the water main up to the point of supply, upon completion and subsequent acceptance by the WSA.
- 7.7.3. The customer shall own and maintain the supply pipe beyond the point of supply.

7.7.4. The customer shall maintain the area in and around the point of supply and service valve (to be) free of soil, growth, or other matter or obstruction which prevents, or is likely to prevent convenient access.

7.7.5. In the event that a customer fails to keep the area in and around the point of supply and service valve (to be) free of soil, growth, or other matter or obstruction, the WSA or its authorised agent may enter onto the customer's premises, remove the obstruction and the WSA may recover its costs of doing so from the customer.

## **7.8. Point of supply - single ownership**

7.8.1. For individual customers the point of supply shall be located as shown in Figure 1 or as close as possible where fences, walls, or other permanent structures make it difficult to locate it at the required position. Other positions shall require specific approval.

7.8.2. For each individual customer there shall be only one point of supply, except where indicated in Figure 1 (Examples 3 & 4), or otherwise approved.

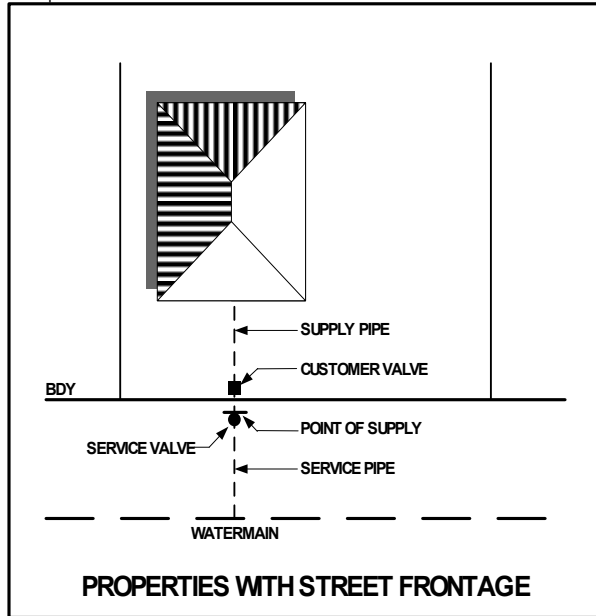
7.8.3. The WSA gives no guarantee of the serviceability of the valve located on the service pipe.

7.8.4. Where there is no customer valve or where maintenance is required between the service valve and the customer valve, the customer may use the service valve to isolate the supply.

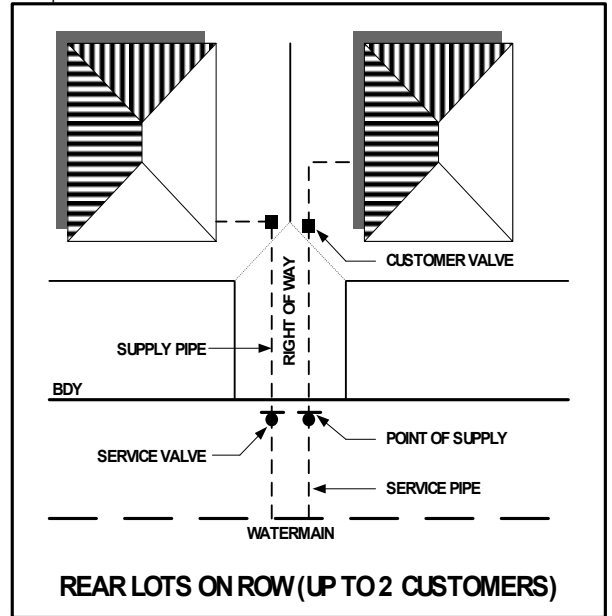
7.8.5. The WSA reserves the right to charge for maintenance of this valve if damaged by such customer use.

**FIGURE 1 - Location and Layout of Point of Supply (Examples 1-4)**

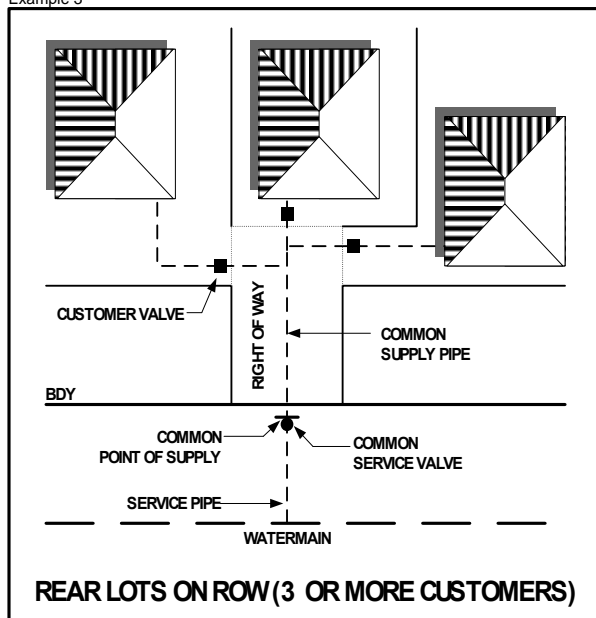
Example 1



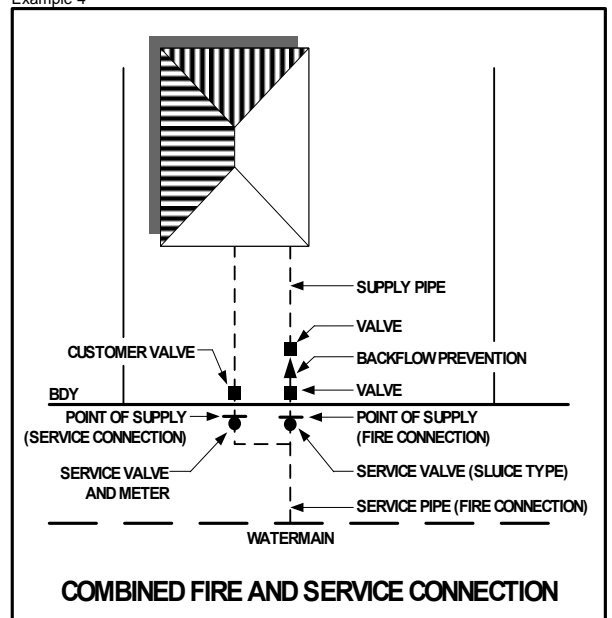
Example 2



Example 3



Example 4



## **7.9. Point of supply - multiple ownership**

7.9.1. The point of supply for the different forms of multiple ownership of premises and / or land shall be:

7.9.1.1. For Company Share/Block Scheme (Body Corporate) – as for single ownership

7.9.1.2. 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 agreement with the WSA.

7.9.1.3. In specific cases other arrangements may be acceptable, subject to individual approval.

7.9.2. For 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 agreement with the WSA for any individual case.

## **7.10. Right of access to point of supply**

7.10.1. Where the point of supply is located on a customer's property the customer shall allow the WSA access to, and about the point of supply, but not including inside a dwelling house, between 7.30 am and 6.00 pm on any day for:

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

7.10.2. Outside these hours (such as for night time leak detection) the WSA shall give notice to the customer.

7.10.3. Where access is not made available for any of the above times and a return visit is required by the WSA, a fee may be charged under s150 of the Local Government Act 2002. An example of this is 'Meter reading by appointment'.

7.10.4. Section 173 of the Local Government Act 2002 provides that in cases of emergency the customer must allow the WSA, or its nominated agent free access to, and about the point of supply at any hour. Where access is needed to a point of supply which is located on a customer's property and there is something which may inhibit ready access, the following process will apply:

7.10.4.1. WSA will notify the customer of an alternate date and time for that access to be achieved, at which time the impediment will be removed, or in the case of animal(s) they will be required to be restrained or removed.

7.10.4.2. If the WSA is unable to achieve access on that later visit due to the ongoing presence of the impediment or uncontrolled animal, the WSA will arrange a further visit with the owner/occupier of the property and a fee may be levied.

7.10.4.3. Where the impediment is a dog, the Council may also, in addition to any fee, choose to fine the owner \$300.00 in accordance with section 20(1)(l) of the Dog Control Act 1996.

7.10.4.4. In the case of an emergency or following protracted difficulty in gaining access due to an uncontrolled animal, the WSA will contact the Council's animal control officer who will also attend the property and restrain the animal in question so as to achieve access by the WSA, and the Council may also fine the owner as set out above and charge a fee to the attendance of the animal control officer.

## **7.11. Types of supply**

7.11.1. 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'.

### **7.11.2. On demand supply**

7.11.2.1. Every premises shall be entitled to an ordinary supply of water from the WSA subject to the following conditions:

- i. The premises lying within a water supply area if such an area has been constituted by the WSA;
- ii. The exclusion of its use for garden watering under any restrictions made by the WSA under 8.1.
- iii. Payment of the appropriate rates and charges in respect of that premises in general and water supply in particular; and
- iv. Any other charges or costs associated with subdivision development; and
- v. Fulfilment of the requirements of this bylaw.

7.11.2.2. The WSA shall be under no obligation to provide an extraordinary supply of water (see also the provisions of 8.4.2).

### **7.11.3. Restricted flow supply**

7.11.3.1. Restricted flow supply shall be available to premises within a designated area only, or under special conditions set by WSA.

7.11.3.2. The water supply shall be restricted so as to deliver the agreed volume or water at a steady flow rate.

7.11.3.3. The Council shall charge for the restricted flow supply by either:

- i. The volume passing through a meter;
- ii. The allocated daily volume; or
- iii. The targeted rate applicable to the water supply.

#### 7.11.4. Ordinary use

7.11.4.1. Ordinary use is for domestic purposes (which may include use in a fire sprinkler system to NZS 4517) and shall include:

- i. Washing down a car, boat, or similar;
- ii. Garden watering by hand;
- iii. Garden watering by a portable sprinkler (subject to the provisions of 8.1.2);

7.11.4.2. For use from a fire protection system to NZS 4517 to be classified as an ordinary use, the customer should comply with the conditions set under 9.1.

#### 7.11.5. Extraordinary use

7.11.5.1. This includes:

- i. Domestic property with a spa or swimming pool in excess of 10 m3 capacity; or a fixed garden irrigation system;
- ii. Commercial and business;
- iii. Industrial;
- iv. Agricultural;
- v. Horticultural;
- vi. Viticultural;
- vii. Lifestyle blocks (peri-urban or small rural residential);
- viii. Fire protection systems other than sprinkler systems installed to comply with NZS 4517;
- ix. Out of district (supply to, or within another local authority);
- x. Temporary supply; and
- xi. Any other non-residential use.

### 7.12. Metering

7.12.1. An ordinary use of water will not normally be metered (subject to 12.1.2, or where a meter is fitted at the customer's request), and the cost of such use shall be as prescribed in the Local Government (Rating) Act 2002.

7.12.2. An extraordinary use will normally be metered and charged for in accordance with 15.

7.12.3. Where the extraordinary use is for fire protection only, this supply shall not normally be metered.

### **7.13. Level of service**

- 7.13.1. The WSA will endeavour to provide water in accordance with the level of service contained in the Ashburton District Council Long Term Plan. For those periods where the level of service allows non-compliance with the specified value(s), the WSA should make every reasonable attempt to achieve the specified value(s).
- 7.13.2. Where a customer has a particular requirement for uninterrupted flow, pressure or quality of water supply, it is the responsibility of that customer to provide any storage, back-up facilities or equipment necessary to meet that requirement.

## **8. Continuity of supply**

### **8.1. Demand management**

- 8.1.1. The WSA may impose such restrictions as it may consider necessary or appropriate in respect of on demand supply or restricted flow supply to manage fluctuations in supply or demand of water due to seasonal or other factors.
- 8.1.2. Without limiting the generality of clause 8.1.1, the WSA may impose the following restrictions:
- i. Restricting the time of day that water is available for certain uses;
  - ii. Prohibiting the use of water through a hose unless the hose is held in a person's hand at the time that water is flowing through it; and
  - iii. Prohibiting of the use of sprinklers or fixed garden irrigation systems.
- 8.1.3. A restriction imposed by the WSA will be publicly notified.

### **8.2. Emergency restrictions**

- 8.2.1. During an emergency 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.
- 8.2.2. Emergency restrictions will be publically notified as soon as is practicable. The absence of such notice shall not prevent emergency action being taken.
- 8.2.3. The WSA may enact penalties over and above those contained in this bylaw to enforce emergency restrictions.
- 8.2.4. The decision to make and lift restrictions, and to enact additional penalties, will be made by Council. Where immediate action is required, the decision may be made by the manager of the WSA, subject to subsequent Council ratification.

### **8.3. Maintenance and repair**

- 8.3.1. The WSA may shut down the supply of water to any part of the district in order to maintain, repair, alter or extend its water supply system.
- 8.3.2. Wherever practical the WSA will 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 not practical, the WSA may shut down the supply without notice.

### **8.4. Liability**

- 8.4.1. The WSA will endeavour to meet the level of service requirements of 7.13.1, but is not liable for any loss, damage or inconvenience which any person using the water supply may sustain as a result of deficiencies in, or interruptions to, the water supply (See 7.13.2).
- 8.4.2. Nothing in this bylaw shall be construed as obliging the WSA to provide or continue to provide a supply of water to any premises.
- 8.4.3. At its discretion the WSA may make payments for damage caused to equipment, appliances, processes, and materials where the damage is a direct result of a variation in the water supply and provided that such equipment or appliances have been designed to cater for the expected variations in flow, pressure, and quality of the water supply.

## **9. Fire protection connection**

### **9.1. Connection application**

- 9.1.1. An application for approval must be made to the WSA for any proposed connection for fire protection.
- 9.1.2. Any such connection will be subject to the conditions specified by the WSA.

### **9.2. Design**

- 9.2.1. It is the customer's responsibility (in discussion with the WSA) to ascertain and monitor whether the supply is adequate for the intended purpose.
- 9.2.2. The WSA is not obliged to ensure the provision of a supply of water for fire protection at any particular flow or pressure.



### **9.3. Fire connection metering**

- 9.3.1. 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:
- i. The drawing of water is only possible in connection with the sounding of an automatic fire alarm or the automatic notification of the fire brigade; or
  - ii. A WSA approved detector check valve has been fitted on the meter bypass.
- 9.3.2. Any unmetered connection provided to supply water to a fire protection system must not be used for any purpose other than firefighting and testing the fire protection system unless the fire protection system is installed in accordance with NZS 4517.
- 9.3.3. The WSA may require the supply to be metered if a fire protection connection has been installed or located where it is likely that water may be drawn from it by any person for purposes other than firefighting.

### **9.4. Fire hose reels and sprinklers**

- 9.4.1. Where a supply of water to any premises is metered, fire hose reels must be connected only to the metered supply and not to the fire protection system.
- 9.4.2. The water supply to fire hose reels must comply with the requirements of NZS 4503.
- 9.4.3. Any fire sprinkler system must be constructed, installed and maintained by the building owner in good order and shall be so designed and fixed that water cannot be drawn from it for any other purpose.

### **9.5. Charges**

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

### **9.6. Ongoing testing and monitoring**

- 9.6.1. Customers intending to test fire protection systems in a manner that requires a draw-off of water must obtain the approval of WSA beforehand.
- 9.6.2. Water used for routine flushing and flow testing does not constitute waste but the quantity of water may be assessed and charged for by the WSA.

## 10. Backflow prevention

### 10.1. Customer responsibility

10.1.1. It is the customer's responsibility (under the Health Act 1956 and the Building Act 2004), 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.

10.1.2. For the purposes of clause 10.1.1, "all necessary measures" includes:

- i. backflow prevention either by providing an adequate air gap separation, or by the use of an approved backflow prevention device;
- ii. the exclusion of any direct cross-connection between the WSA water supply (potable) and:
  - any other water supply (potable or non-potable)
  - any other water source
  - any storage tank
  - any other pipe, fixture or equipment containing chemicals, liquids, gases, or other non-potable substances

10.1.3. A building consent is required to formalise any backflow prevention device installed to meet the requirements of clause 10.1.1.

### 10.2. Unmanaged risk

10.2.1. Notwithstanding 10.1 the WSA may fit a backflow prevention device on the WSA's side of the point of supply where the customer cannot demonstrate that the risk of backflow has been managed.

## 11. WSA equipment and inspection

### 11.1. Care of water supply system

11.1.1. The customer must 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.

## 11.2. Inspection

- 11.2.1. Subject to the provisions of the Local Government Act 2002, the customer must allow the WSA with or without equipment, access to any area of the premises for the purposes of determining compliance with these conditions.
- 11.2.2. Where access is hindered by some form of impediment, the process set out in clause 7.10.4. above, will apply in order to facilitate an inspection by the WSA as set out in 11.2.1 above.

## 12. Meters and flow restrictors

### 12.1. Installation

- 12.1.1. Where deemed necessary, WSA may require the customer to install a meter or restrictor as part of a new service pipe installation. These devices remain the property of the WSA.
- 12.1.2. Where on-demand supplies are not universally metered, the WSA reserves the right to fit a meter for monitoring purposes, and may charge for water where it considers water use is unusually high. The costs associated with fitting a meter under this clause may also be recovered from the customer.
- 12.1.3. Where deemed necessary, the WSA reserves the right to fit a restrictor for demand management purposes. The customer will be responsible for any costs associated with the change in supply type. The costs associated with fitting a restrictor under this clause may also be recovered from the customer.

### 12.2. Location

- 12.2.1. Meters and restrictors will be located in a position where they are readily accessible for reading and maintenance, and if practicable immediately on the WSA side of the point of supply.

### 12.3. Accuracy

- 12.3.1. Meters will be tested as and when required by the WSA or as prescribed in OIML R49.
- i. (The maximum permissible error for the upper flow rate zone ( $Q_2 \leq Q \leq Q_4$ ) is  $\pm 2\%$ , for temperatures from  $0.3^\circ\text{C}$  to  $30^\circ\text{C}$ .;
  - ii. (The maximum permissible error for the lower flow rate zone ( $Q_1 \leq Q < Q_2$ ) is  $\pm 5\%$
  - iii. This accuracy shall be applied to all water meters with  $Q_3 < 100 \text{ m}^3/\text{h}$  and may be applied to water meters with values of  $Q_3 > 100 \text{ m}^3/\text{h}$

Where:

- Q is the flow rate;
- Q1 is the minimum flow rate;
- Q2 is the transitional flow rate;
- Q3 is the permanent flow rate; and
- Q4 is the overload flow rate, as defined in OIML R49-1.

12.3.2. Flow restrictors shall be accurate to within  $\pm 10\%$  of their rated capacity.

12.3.3. Any customer who disputes the accuracy of a meter or restrictor may apply to the WSA for it to be tested provided that it is not within three months of the last test.

12.3.4. Where the WSA tests a meter or restrictor pursuant to clause 12.3.3 and the meter or restrictor does not comply with the accuracy requirement in clause 12.3.1 or 12.3.2, then the WSA will not charge the customer for the test.

12.3.5. Where the WSA tests a meter or restrictor pursuant to clause 12.3.3 and the meter or restrictor complies with the accuracy requirement in clause 12.3.1 or 12.3.2, the customer must pay a fee in accordance with the WSA current fees and charges.

12.3.6. Meters are tested as prescribed in OIML R49-2 and the test report will be made available as prescribed in OIML R49-3.

12.3.6.1. The variation in the error curve shall not exceed 3% for flow rates in the lower zone and 1.5% for flow rates in the upper zone. For the purposes of determining these requirements the mean values of the errors (of indication) at each flow rate, shall apply.

12.3.6.2. The curves shall not exceed a maximum error of  $\pm 6\%$  for flow rates in the lower zones and  $\pm 2.5\%$  for flow rates in the upper zones.

12.3.7. Restrictors are tested by measuring the quantity that flows through the restrictor in a period not less than 1 hour at the expected normal operating pressure. A copy of independent certification of the test result will be made available to the customer on request.

## **12.4. Adjustment**

12.4.1. Where a meter is found to register a greater or lesser consumption than the quantity of water actually passed through the meter, the WSA will adjust the payment required in accordance with the test results. The WSA may backdate charges for a period at its discretion, but not exceeding 12 months.

12.4.2. Where the 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 last billing period, taking into account any seasonal variations in demand.

- 12.4.3. Where the 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.

## **12.5. Estimating consumption**

- 12.5.1. Where a meter is out of repair, ceases to register, has been removed, or where the seal or dial of a meter is broken or the meter has otherwise been interfered with, the WSA may estimate the consumption for the period since the previous reading of the meter (based on the average of the previous four billing periods in respect of the premises charged to the customer) and the customer shall pay according to this estimate.
- 12.5.2. Where the average of the previous four billing periods would be an unreasonable estimate of consumption (such as seasonable variation or where there have not been four previous billing periods for that premises, or where any one or more of the previous four billing periods had incomplete, inaccurate or meter readings are non-existent), the WSA may take into consideration other evidence for the purpose of arriving at a reasonable estimate, and the customer shall pay according to this estimate.
- 12.5.3. The customer is liable for the cost of water which passes through the meter regardless of whether this is used by the customer or is the result of leakage, or has been used by any third party for any purpose.

## **12.6. Incorrect accounts**

- 12.6.1. Where a situation occurs, other than as provided for in 12.5, where the recorded consumption does not accurately represent the actual consumption for a premises, the account will 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 wrong account, and unauthorised supplies.
- 12.6.2. Where an adjustment is required, in favour of the WSA or the customer, this will not be backdated more than 12 months from the date the error was detected.

## **13. Plumbing system**

- 13.1. 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 stated 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.

- 13.3. Any equipment, as described in 13.1. above, may be authorised by the WSA when an application is received in writing with full technical specifications of the equipment and reasons for its installation, no less than 20 working days before the installation is proposed to take place. The decision will be made within 10 working days of the application, or where this timeframe is unable to be achieved, the WSA will inform the customer in writing of the amended timeframe.
- 13.4. The plumbing system and all equipment to be installed must be compatible with the water supply, in accordance with the Building Regulations 1992.

## **14. Prevention of waste**

- 14.1. The customer must not intentionally allow water to run to waste from any pipe, tap, hose, sprinkler, or other device or fitting, nor allow the condition of the plumbing within the property to deteriorate to the point where leakage or waste occurs.
- 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.
- 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.

## **15. Payment**

- 15.1. The customer shall be liable to pay for the water and related services in accordance with the Council's fees and charges prevailing at the time.
- 15.2. The Council may recover all unpaid water charges as prescribed in the Local Government (Rating) Act 2002, sections 57 to 82. This includes the imposition of penalties at the Council's discretion.

## **16. Transfer of rights and responsibilities**

- 16.1. The customer shall not transfer to any other party the rights and responsibilities set out in this bylaw.
- 16.2. A supply pipe shall serve only one customer, and shall not extend by hose, pipe or by any other means of conveyance, beyond that customer's property.
- 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 the approval of the WSA.

## **17. Change of ownership**

- 17.1. In the event of a premises changing ownership the WSA shall record the new owner as being the customer at that premises. Where a premises is metered the outgoing customer shall give the WSA five working days' notice to arrange a final meter reading.

## **18. Disconnection at the customer's request**

- 18.1. The customer must give 20 working days' notice in writing to the WSA of the requirement for disconnection of supply. Disconnection is at the customer's cost. In accordance with the Local Government (Rating) Act 2002, any disconnection from a water supply system (whether initiated by customer or the WSA) shall not necessarily release the customer from liability for incurred or ongoing water charges.
- 18.2. In the case that there is an intention to demolish or remove any building or any part of the water supply system that is on the customers side of the point of supply, that demolition or removal work shall not commence until the property has been disconnected from the water supply system by the WSA. Disconnection shall be at the customer's cost and any damage that results will be the charged against the customer.
- 18.3. Any company involved in the demolishing or removal of any building or structure which has a connection to a water supply system, be it an authorised connection or otherwise, has a duty to contact the WSA and enquire if notification has been given of the intended demolition/removal. Where a company fails to make these enquiries and there is subsequent damage to the water supply system, the company involved will be held as liable as the customer on whose land they were working, including without limit the recovery of any costs associated with any damage that results.

## **19. Breaches of Bylaw**

### **19.1. Breaches of conditions of supply**

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

- 19.1.1.1. An incorrect application for supply which fundamentally affects the conditions of supply;
- 19.1.1.2. Failure of a customer to meet and comply with the conditions of supply;
- 19.1.1.3. Failure to meet any obligation placed on the customer under all relevant Legislation, Regulations, Bylaws, Standards etc, including but not limited to those set out in section 4.2 of this bylaw.
- 19.1.1.4. Frustration of the WSA's ability to adequately and effectively carry out its obligations;

19.1.1.5. An act or omission including but 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, compromise the ability of the WSA to maintain its stated levels of service (subject to 13.1)
- iv. Failure to prevent backflow (see 10.1)
- v. Failure to comply with water use restrictions or prohibitions introduced by the WSA for any purpose;
- vi. Using water or water pressure directly from the supply for driving lifts, machinery, eductors, generators, or any other similar device, unless specifically approved;
- vii. Using water for a single pass cooling system or heating system, or 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;
- x. Failure to arrange with the WSA for the disconnection of the water supply prior to the demolishing or removal of any building or part of the supply system on the customers side of the point of supply which has the potential to cause damage to the water supply system on the WSA side of the point of supply.

19.1.2. In the event of a breach of this part of this bylaw, the WSA may serve a written notice on the customer advising of the nature of the breach and the steps to be taken to remedy it.

19.1.2.1. 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.

19.1.2.2. 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.

19.1.2.3. In addition, if the breach is such that the WSA is required to disconnect the supply for health and safety considerations, such disconnection should be carried out forthwith and the WSA may seek to recover any costs incurred.



## **19.2. Interference with equipment**

19.2.1. Any tampering or interfering with WSA equipment, either directly or indirectly, shall constitute a breach. Without prejudice to its other rights and remedies, the WSA shall be entitled to estimate (in accordance with 12.5) 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.

19.2.2. Any interference with equipment that results in damage could result in a prosecution being brought against the person causing the damage.

## **19.3. Injunction**

19.3.1. Breaches of this bylaw may result in an application being made to the District Court for an injunction to restrain the party involved from continuing the activity that caused the injunction to be granted

## **19.4. Prosecution**

19.4.1. Any person who breaches this bylaw may be prosecuted for any such breach and is liable upon summary conviction to a fine or imprisonment, as provided for under the Local Government Act 2002, and may also be liable to penalties under other legislation.