



# Upper Hutt City Council

## Water Supply Bylaw 2008

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# 1. Title

- 1.1 This Bylaw is called the Upper Hutt City Council Water Supply Bylaw and was made pursuant to the Local Government Act 2002.
- 1.2 This Bylaw is administered by Upper Hutt City Council's Strategic Policy Team.

# 2. Commencement

- 2.1 This Bylaw came into force on 1 July 2008 and this amendment was adopted on 4 May 2020.
- 2.2 The 2020 amendments come into force on 6 May 2020.

# 3. Purpose and extent of bylaw

- 3.1 This Bylaw applies within the district of Upper Hutt City Council.
- 3.2 The Local Government Act 2002 enables the Council to make bylaws for the management and protection of water supplies. The purpose of the bylaw is to:
  - (a) Protect the health and safety of people using the water supply network
  - (b) Protect the land, structures or infrastructure associated with the public water supply from damage, misuse and interference
  - (c) Assist in the provision of reliable, safe and efficient water supply in Upper Hutt
  - (d) Regulate the water supply.

# 4. 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:

## **Statutory Acts and Regulations:**

- (a) Building Act 2004
- (b) Building Regulations 1992
- (c) Fire and Emergency New Zealand Act 2017
- (d) Health Act 1956
- (e) Local Government Act 2002
- (f) Local Government (Rating) Act 2002
- (g) Resource Management Act 1991.

## **Relevant Codes and Standards:**

- (h) Drinking Water Standards for New Zealand 2005 (Revised 2018)
- (i) SNZ PAS 4509:2008 New Zealand Fire Service firefighting water supplies code of practice
- (j) NZWWA Backflow Code of Practice 2006
- (k) NZWWA Water Meter Code of Practice 2003
- (l) Upper Hutt City Council Code of Practice for Civil Engineering Works

## 5. Interpretation

- 5.1 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.
- 5.2 A reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or regulations issued under that legislation or legislative provision. A reference to any document is to that document as amended, supplemented or replaced.
- 5.3 Except where the context otherwise requires:

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

**Approved Contractor** means a person who is approved in writing by the WSA and is registered and licenced under the Plumbers, Gasfitters and Drainlayers Act 2006 to do the work described in the clause of this Bylaw where the term approved contractor is used.

**Authorised Officer** is any person appointed or authorised by the WSA to act on its behalf or its authority.

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

**Backflow Prevention Device** means a device that prevents backflow.

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

**Customer** is the owner or occupier of the premises that are being supplied with water.

**Customer Stopcock** means a valve installed by the customer to isolate supply to any part of the customer's premises.

**Day** means any day of the week including those days that are not working days.

**Detector Check Valve** is 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** 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 12 and 13.

**Extraordinary Supply** is 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** is 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.

**Fire Fighter** is a Fire and Emergency New Zealand trained and authorised person assessing the water supply systems for firefighting capability and accessing the system for the purpose of firefighting.

**Garden Watering** is the use of water for the upkeep of a domestic garden.

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

**Meter** means a meter which measures and records the flow of water supplied.

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

**Ordinary Supply** is a category of on demand supply used solely for residential purposes and supplied to properties zoned as residential in Upper Hutt City Council's District Plan.

**Owner** is the Customer or WSA.

**Permit Holder** is an approved person, holding a current permit and complying with the conditions endorsed on that permit.

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

**Point of Supply** is 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.

**Premises** means:

- (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 may be 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.

**Publicly Notified** means published on one occasion in either the Upper Hutt Leader or The Dominion Post and in addition can include any other public notice that Upper Hutt City Council thinks desirable in the circumstances.

**Restricted Flow Supply** is 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** means a flow control device fitted to limit the flow rate of water to a customer's premises.

**Road** as defined in section 315 of the Local Government Act 1974.

**Road Controlling Authority** means Upper Hutt City Council or New Zealand Transport Agency

**Separately Used or Occupied Buildings** means a building that can be separately used or occupied from the other buildings situated on the premises except where the use or occupation of the building is ancillary to the use or occupation of another building on the premises that has an existing point of supply. For example:

- (a) Not separately used or occupied buildings:
  - (i) A residential sleep-out or granny flat without independent facilities
  - (ii) A hotel/motel room.
- (b) Separately used or occupied buildings:
  - (iii) Flats, apartments, other residential units with independent kitchen facilities excluding those referred to in clause 9.6(a)
  - (iv) Separately leased commercial premises with separate access, sanitary or other facilities excluding those premises referred to in (a)(ii).

**Service Pipe** is the section of water pipe between a water main and the point of supply, owned and maintained by the WSA.

**Service Valve (Toby)** is the public valve at the customer end of the service pipe, owned and maintained by the WSA.

**Supply Pipe** is 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)** means Upper Hutt City Council and its authorised agents.

**Water Supply System** is all those components of the WSA network up to and including the point of supply. This may include 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.

**Working Day** means a day of the week excluding:

- (a) Saturday, Sunday, New Year's Day, the Day after New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day and Boxing day; and
- (b) If Waitangi Day or Anzac Day fall on a Saturday or Sunday the following Monday; and
- (c) The day observed as Wellington Anniversary Day.

## 6. Protection of water supply

- 6.1 No person other than the WSA shall have access to any part of the water supply system, except to connect to the point of supply, subject to clause 8, and to operate the service valve (toby).
- 6.2 No person may cause damage to the water supply system.
- 6.3 Except as set out in clauses 6.1, 6.4 and 6.5, no person shall access the water supply system without approval; make any connection to, or otherwise interfere with, any part of the water supply system.
- 6.4 Only a fire fighter or the WSA shall gain access to, and draw water from fire hydrants and only for the purpose of testing, training or emergency incidents.
- 6.5 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:
  - (a) The WSA; and
  - (b) 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, pursuant to sections 163 and 164 of the Local Government Act 2002. 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.

## 7. Working around buried services

- 7.1 The WSA shall keep permanent records ('as-builts') of the location of its buried water supply system components. 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.
- 7.2 Any person proposing to carry out excavation work shall view the as-built information to establish whether or not WSA water supply system components are located in the vicinity. Where WSA services are located in a roadway the person will obtain a Road Opening Consent from the appropriate Road Controlling Authority.
- 7.3 When excavating and working around buried water supply system components due care shall be taken to ensure the water supply system components are not damaged, and that bedding and backfill are reinstated in accordance with the appropriate WSA specification.
- 7.4 Any damage which occurs to a WSA water supply system component 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 water supply system component, 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 Road Controlling Authority.

## 8. Application for supply

- 8.1 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.
- 8.2 Where the applicant is not the owner of the premises, the applicant shall produce evidence of its authority to act on behalf of the owner of the premises for which the supply is sought, to the WSA.
- 8.3 On receipt of an application the WSA shall, after consideration of the matters in clauses 11 and 12, either:
  - (a) Approve the application and inform the applicant of the terms and conditions under which the water will be supplied; or

- (b) Refuse the application and notify the applicant of the decision giving the reasons for refusal.
- 8.4 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.
- 8.5 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.
- 8.6 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 (clause 11) or vice versa, a new application for supply shall be submitted by the customer and the terms and conditions of clauses 8.1 to 8.5 shall apply as if it is an initial application.

## 9. Point of supply

- 9.1 The point of supply will be determined by the position of the service valve (toby) which is to be located in the position that the WSA directs on either the road reserve or on the customer's premises.
- 9.2 For properties that do not have the service valve (toby) located within 600mm of the roadside boundary of the road reserve the point of supply will be defined and recorded by Council.
- 9.3 The WSA shall own and maintain the service pipe and fittings up to and including the point of supply. For meters, restrictors and backflow prevention devices owned by the WSA, regardless of location, the point of supply will be determined by the WSA.
- 9.4 For each individual customer, except in the circumstances described in clause 9.7, there shall be only one point of supply, unless otherwise approved.
- 9.5 The WSA gives no guarantee of the serviceability 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 (toby) and the customer stopcock, the customer may use the service valve (toby) to isolate the supply. However, the WSA reserves the right to charge for maintenance of this valve if damaged by such customer use.
- 9.6 The point of supply for the different forms of multiple ownership of premises and/or land shall be:
  - (a) For Company Share/Block Scheme (Body Corporate) – as for single ownership; or
  - (b) 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.
- 9.7 For premises that have single ownership but have two or more separately used or occupied buildings there shall be a point of supply for each separately used or inhabited building situated on the premises.
- 9.8 For a multiple ownership supply or supply described in clause 9.7 which was in existence prior to the coming into effect of this Bylaw, the point of supply shall be the location existing at that time, or as determined by the WSA.

# 10. Rights and maintenance of access to point of supply

- 10.1 Where the point of supply or a meter is on private property the customer shall allow the WSA access to, and about the point of supply or meter between 07:30 and 18:00 on any day for:
- (a) Meter reading without notice; or
  - (b) Checking, testing and maintenance work with notice being given whenever possible.
- 10.2 Outside these hours (such as for night-time leak detection) the WSA shall give notice to the customer.
- 10.3 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'.
- 10.4 Under emergency conditions the customer shall allow the WSA free access to, and about the point of supply at any hour.
- 10.5 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.

# 11. Types of supply

- 11.1 Supplies shall be classified as either 'on demand supply' or 'restricted flow supply'.
- 11.2 On demand supply is a supply of water available directly from the point of supply subject to the level of service. There are two categories, ordinary supply and extraordinary supply.
- 11.3 Ordinary supply is water used solely for ordinary use. Ordinary use is water supplied to a premises situated in a residential zone of Upper Hutt City Council's District Plan which is only used for residential purposes. This includes the use of a hose for:
- (a) Washing down a car, boat, caravan or vehicle on a non-commercial basis
  - (b) Garden watering by hand
  - (c) Garden watering by one portable sprinkler per premises
  - (d) Automated garden irrigation systems
  - (e) Use of a sprinkler system installed to comply with NZS4517 (subject to prior approval of the WSA).
- But may not include a premises with high water use (see clause 19.4).
- 11.4 Extraordinary supply is for use of water other than for ordinary use. Extraordinary use shall include water supplied for the following:
- (a) Commercial and business uses
  - (b) Industrial uses
  - (c) Horticultural, agricultural and viticultural uses
  - (d) Temporary supply
  - (e) Fire protection systems, other than sprinkler systems installed to comply with NZS4517, which have prior approval of the WSA
  - (f) All premises zoned other than residential in Upper Hutt City Council's District Plan
  - (g) Any other nominated use including but not limited to premises zoned residential with high water use (see

clause 19.4).

- 11.5 Restricted flow supply may be available to premises under special conditions set by the WSA. Restricted flow supply shall have a restrictor at the point of supply, unless the WSA requires otherwise. The water supply shall be restricted so as to deliver the agreed number of water units at a steady flow rate.
- 11.6 The WSA shall charge for the restricted flow supply by either:
- (a) The volume passing through a meter; or
  - (b) The agreed number of water units.
- 11.7 The WSA shall be under no obligation to provide an extraordinary supply or restricted flow supply of water.
- 11.8 Extraordinary supply and restricted flow supply shall normally be metered and the customer charged for water consumed in accordance with clause 23. The owner of the meter is responsible for maintenance, testing and inspection including any associated charges as prescribed by the WSA. Where the supply is for fire protection only, this supply shall not normally be metered.

## 12. Level of service

- 12.1 The WSA shall provide water in accordance with the level of service contained in Upper Hutt City Council's Long Term Plan.

## 13. Continuity of supply

- 13.1 The WSA does not guarantee an uninterrupted or constant supply of water, or a maximum or minimum pressure in its distribution system, but shall endeavour to meet the level of service contained in Upper Hutt City Council's Long Term Plan.
- 13.2 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.
- 13.3 Wherever practicable the WSA shall make every reasonable attempt to notify the customer of a scheduled maintenance shutdown of the supply or when any works of a permanent or temporary nature are planned which will affect existing supply before the work commences. Where immediate action is required and notification is not practicable, the WSA may shut down the supply without notice.

## 14. Water restriction

- 14.1 The customer shall comply with any restrictions which shall be publicly notified by the WSA to manage demand, high seasonal or other demands.
- 14.2 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.
- 14.3 The Chief Executive Officer will advise Council of all decisions made under clause 14.2 as soon as practicable following the making of the decision.



## 15. Liability

15.1 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.

## 16. Fire protection connection

- 16.1 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.
- 16.2 It shall be the customer's responsibility to ensure any fire protection system is designed to operate based on the peak demand network pressure.
- 16.3 The supply of water for the purposes of firefighting shall be from a dedicated connection.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.

## 17. Backflow prevention

- 17.1 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 either the road or on the customer's premises, and such a device shall be fitted and maintained at the customer's expense.
- 17.2 The owner of the backflow prevention device is responsible for maintenance, testing and inspection including any associated charges as prescribed by the WSA.

## 18. WSA equipment and inspection

- 18.1 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.
- 18.2 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.

# 19. Meters

- 19.1 Any proposed meter 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.
- 19.2 The owner of the meter is responsible for maintenance, testing and inspection including any associated charges as prescribed by the WSA.
- 19.3 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 clauses 19.5 and 19.6).
- 19.4 Extraordinary supply and restricted flow supply shall normally be metered and the customer charged for water consumed in accordance with clause 23.
- 19.5 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.
- 19.6 When installing a meter the customer shall comply with any installation conditions imposed by the WSA under clause 19.2 and shall:
- (a) Locate meters at the point of supply, unless the WSA requires otherwise.
  - (b) Employ an approved contractor to carry out the work, obtain a Building Consent or Resource Consent and provide information on the meter.
- 19.7 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).
- 19.8 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:
- (a) 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
  - (b) The meter is to be replaced the new meter must be installed in accordance with clause 19.2.
- 19.9 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.
- 19.10 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.
- 19.11 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.
- 19.12 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.
- 19.13 Where a situation occurs, other than as provided for in clause 19.12, where the recorded consumption does not accurately represent the actual consumption on a premises, 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.
- 19.14 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.

## 20. Flow restrictors

- 20.1 Any proposed flow restrictor 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.
- 20.2 The customer will be responsible for the supply, installation and maintenance of the restrictor but before installing a restrictor the customer shall obtain WSA approval.
- 20.3 The customer must employ an approved contractor to carry out the work, obtain a Building Consent or Resource Consent and provide information on the restrictor.
- 20.4 Restrictors shall be located at the point of supply, unless the WSA requires otherwise.
- 20.5 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 one hour at the expected minimum operating pressure. A copy of the independent test certificate of the test result must be submitted to the WSA.
- 20.6 The WSA retains the right to carry out an independent flow test on the flow restrictor.
- 20.7 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:
  - (a) 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
  - (b) The restrictor is to be replaced, the new restrictor must be installed in accordance with clauses 20.1 to 20.4.

## 21. Plumbing system

- 21.1 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.
- 21.2 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. The WSA reserves the right to approve such equipment in special circumstances.
- 21.3 In accordance with the Building Regulations 1992 the plumbing system shall be compatible with the water supply.

## 22. Water wastage and prohibited use

- 22.1 The customer shall not allow water to be misused, run to waste, or leak from any pipe, tap, or other fitting on the customer's side of the point of supply, nor allow the condition of the plumbing within the premises to deteriorate to the point where leakage or wastage occurs.
- 22.2 Where a leak is detected or suspected from a supply pipe, the WSA shall notify the customer of the leak, and may include a timeframe for carrying out the necessary repair work in its notice. Any customer who receives such notice shall carry out the works necessary to repair the leak, and do this within 21 days of the WSA notice. Where a customer fails to fully carry out the necessary repair work within the timeframe set out in the WSA notice, the WSA may execute the works itself and recover its costs as a debt from the customer.
- 22.3 The WSA provides water to its customers for consumption subject to the terms of this Bylaw, and not as an energy source. No person shall without written approval of the WSA:
  - (a) Use water or water pressure directly from the supply for driving lifts, machinery, eductors, generators, or any other similar device, unless specifically approved

- (b) Use water for a single pass cooling system or to dilute trade waste prior to disposal, unless specifically approved
- (c) Extend a hose or any other pipe for a private water supply beyond that customer's premises (a supply pipe shall serve only one premises)
- (d) Provide water drawn from the WSA supply to any other party without the approval of the WSA.

## 23. Payment

23.1 The customer shall be liable to pay for the supply of water and related services in accordance with the WSA current fees and charges and the WSA may recover all unpaid charges as a debt.

## 24. Transfer of rights and responsibilities

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

## 25. Change of ownership

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

25.2 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.

## 26. Disconnection at the customer's request

26.1 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.

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

## 27. Breaches of conditions of supply

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

- (a) An application for supply containing inaccurate information that fundamentally affects the conditions of supply (clause 8)
- (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 clause 4
- (d) Acts or omissions that frustrate 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 charges incurred 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 clause 12)
- (iv) Failure to prevent backflow (see clause 17)
- (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, eductors, generators, or any other similar device, unless specifically approved
- (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, private water drawn from the WSA supply to supply water beyond the customer's premises
- (ix) Providing water drawn from the WSA supply to any other party without approval of the WSA.

27.2 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.

27.3 If, after one week, the customer persists in the breach, the WSA reserves the right to:

- (a) Reduce the flow rate of water to the customer without notice; and/or
- (b) Disconnect the water supply forthwith if it determines at its sole discretion that it is necessary to protect health and safety.

27.4 If the flow rate is reduced or water supply disconnected under clause 27.3 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.

27.5 By way of clarification the right of the WSA to prosecute for a breach of this Bylaw does not depend on a notice having been issued under clause 27.2 and a failure to issue a notice under clause 27.2 does not nullify the right to prosecute.

## 28. Interference with equipment

28.1 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.

## 29. Offences

29.1 Not adhering to any restrictions under clauses 14.1 or 14.2, or

29.2 Not complying with the requirements of clause 21, in the first instance non-compliance has occurred, a second or greater non-compliance will be prosecuted in accordance with clause 30.1 below, or

29.3 Any breach of this Bylaw not covered by clauses 29.1 and 29.2 above.

## 30. Penalties

30.1 Any person who commits a breach of any part of this bylaw or an offence 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.