



THE OPOTIKI DISTRICT COUNCIL WATER SUPPLY BYLAW 2008

EXPLANATORY NOTE

This Bylaw was made under the Local Government Act 2002 and the Health Act 1956.

This Bylaw should be read in conjunction with other statutory Acts and Regulations relating to the supply of water including, but not limited to:

- Building Act 2004
- Fire Service Act 1975
- Local Government (Rating) Act 2002
- Resource Management Act 1991
- Water Supply Protection Regulations 1961

The purpose of this Bylaw is to cover the terms and conditions for the sale and supply of water to customers by the Opotiki District Council as the Water Supply Authority (WSA).

The Opotiki District Council's catchments are not subject to this Bylaw and are protected by the Bay of Plenty Regional Council's Regional Water and Land Plan.

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THE OPOTIKI DISTRICT COUNCIL WATER SUPPLY BYLAW 2008

This Bylaw was made in accordance with the Local Government Act 2002.

1. Title

This Bylaw shall be known as the Opotiki District Council Water Supply Bylaw 2008.

2. Commencement

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

3. Repeals

As from the date that this Bylaw comes into force the Opotiki District Council Bylaw 1990 Chapter 6 Water Supply shall be repealed.

4. Interpretations

For the purposes of this Bylaw the following interpretations shall apply:

Approved means approved by the Council or by any officer of the Council appointed or authorised for the purpose or by an authorised officer of the Water Supply Authority.

Backflow means a flow of water or other liquid through any service pipe or supply pipe in a reverse direction to the normal supply flow.

Backflow Device is a device that prevents backflow.

Connection means the service pipe from the Council's water main to the point of supply that is owned and maintained by the Water Supply Authority and includes any pipes, valves, manifolds, water meters, backflow device, water meter box and box or protection structure for the backflow device. Where two or more premises share supply pipe infrastructure, "connection" will include any additional connection elements on the supply pipe that the Water Supply Authority requires for the purpose of the water metering used by each individual premises, but does not include the supply pipe itself.

Code of Practice – Subdivision and Development is the minimum requirements for the development of infrastructure within the Opotiki district.

Council means the Opotiki District Council.

Customer means the owner of any property who has obtained the right to use or direct the manner of use of, water supplied by the Water Supply Authority to any premises.

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.

Extraordinary Supply is all other purposes for which water is supplied other than "ordinary supply". Such end uses shall include supply to:

- (i) domestic – spa or swimming pool, fixed garden irrigation systems
- (ii) commercial or business
- (iii) industrial
- (iv) fire protection systems

(v) out of district supply; and

(vi) temporary supply

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.

Fire Installation means a water installation which conveys water solely for the purpose of fire fighting.

Level of Service means the measurable performance standards on which the Water Supply Authority undertakes to supply water to its customers.

Long Term Council Community Plan (LTCCP) has the same meaning as defined in the Local Government Act 2002.

Offence includes any act or omission in relation to this Bylaw or any part thereof for which any person is liable to prosecution.

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

Ordinary Supply is the supply of water to a customer which is used solely for domestic purposes. Such end uses include the use of a hose for:

- i) washing down a car, boat etc
- ii) garden watering by hand; and
- iii) garden watering by a portable sprinkler.

Owner of any property, or as applied to any land, building, or premises, means any person for the time being entitled to receive the rent of such property, land, building, or premises, and where any such person is absent from New Zealand, shall include his/her attorney or agent, or any other person acting for him/her or on his/her behalf with his/her authority.

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

Point of Supply means the point where a supply pipe meets the connection and it marks the boundary of responsibility between the customer and the Water Supply Authority, irrespective of property boundaries. Except as by agreement between the relevant owner/s and the WSA, where premises share supply pipe infrastructure, the point of supply remains at the supply pipe's meeting with the connection regardless of whether or not the WSA requires the installation of additional connection elements to the supply pipe for the purpose of metering the water usage of each individual premises. Where shared supply pipe arrangements existed prior to 1994, the point of supply is that which existed at that time, or any point which has been agreed to between the owners and the Water Supply Authority.

Potable is as defined in section 69G of the Health Act 1956 [subject to enactment of the Health (Drinking Water) Amendment Bill 2006].

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 of which a building consent has been or may be issued; or

(b) A building that has been defined as an individual unit by 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 is as defined in the Local Government Act 2002.

Ranger is a person responsible for the management of a Water Supply Authority controlled catchment area or water reserve.

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 is a flow control device fitted to the service pipe to limit the flow rate of water to a customer's premises.

Roading Authority means either a Territorial Authority or Transit New Zealand.

Road, Private Road, Footpath, Accessway, Service Lane and Private Way have the respective meanings given to them by the Land Transport (Road User) Rule 2004.

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

Service Pipe means that section of water pipe between a water main and the point of supply that is owned and maintained by the Water Supply Authority.

Service Toby is the valve at the customer end of the service pipe.

Storage Tank is any tank having a free water service.

Supply Pipe means that section of pipe between the point of supply and the customer's premises that is installed, owned and maintained by the customer.

Water Meter is an instrument intended to continuously measure the quantity of water passing through it.

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

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

Water Supply System includes all 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 and pumps, valves, hydrants, scour lines, service pipes, boundary assemblies, meters, backflow prevention devices and tobies.

Water Unit is the basis of measurement for a restricted flow supply and equal to a volume of 365m³ delivered at the rate of 1m³ per day.

Writing, Written or any term of like import means and includes words printed, painted, engraved, lithographed, or otherwise traced or copied, and where anything is required to be written it may be partly in writing and partly in printing.

5. Supply of Water

5.1 Any person wishing to become a customer shall apply in writing on the standard WSA form.

5.2 The WSA shall approve:

- the type of water supply to be provided to any premises
- the size of the connection to be provided to any premises
- the design of the connection to be provided to any premises
- any additional elements of the connection, including individual water meters, necessary for premises that share supply pipe infrastructure.

5.3 The applicant must be the owner or 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 if required.

5.4. No person shall act on a written authorisation to supply water that is more than 6 months old unless an extension of time is authorised in writing by the WSA.

5.5. No person shall be supplied water unless the supply is authorised in writing by the WSA.

5.6. No person other than a contractor licensed by the Council shall undertake works to connect to or install any service pipe.

5.7. No person shall change the level of service of water supply received, or the end use of water supplied, or change the supply between ordinary and extraordinary unless the change is authorised in writing by the WSA.

5.8. The WSA shall be under no obligation to provide an ordinary or extraordinary supply of water.

6. Point of Supply

6.1. A customer shall be responsible for the supply pipe that will join a connection that has been located in accordance with the Council's Code of Practice - Subdivision and Development, or as close as possible to that location where fences, walls or other permanent structures make it difficult to locate it at the required position. A customer shall not locate a connection at any other position unless the position is authorised in writing by the WSA.

- 6.2. A customer shall not have more than one point of supply, unless otherwise authorised in writing by the WSA.
- 6.3. The WSA reserves the right to charge for maintenance of or damage to the connection.

7. Access to Point of Supply

- 7.1. The WSA shall be entitled, on the following terms, to enter premises that have a water supply on any day between 7.30am and 6pm to have access to, on and about the point of supply:
- without notice in order to read the water meter; or
 - with notice being given whenever possible to check, test or undertake maintenance work.
- 7.2. At all other times the WSA shall give notice prior to entering premises except in emergency situations when authorised officers of the WSA shall be entitled to enter premises that have a water supply at any hour without notice.
- 7.3. The customer shall ensure that the area in and around the point of supply is maintained free of soil, growth, or other matter or obstruction which prevents, or is likely to prevent convenient access by authorised officers of the WSA.

8. Fire Connections

- 8.1. A customer shall design, maintain and repair any fire sprinkler system on his premises to prevent water being drawn from the system for any other purpose and shall construct, install and maintain that system in good order, and for its intended purpose.
- 8.2. No person shall install a new connection for fire protection unless authorised in writing by the WSA to do so. Any such connection must be installed by Council's licensed contractors at the applicant's expense and shall be subject to any terms and conditions specified by the WSA.
- 8.3. The WSA shall be under no obligation to provide a fire protection supply at any particular flow or pressure.
- 8.4. Where a fire connection has been installed in a manner or at a location so that it is likely or possible that water will be drawn from it or from any part of it for purposes other than fire fighting, the customer shall at his or her own expense, install a connection approved by the WSA.
- 8.5. Where the supply of water to any premises is metered, the customer shall connect any fire hose reels on those premises to the metered supply and not to a dedicated fire protection connection.

9. Water Meters

- 9.1. Unless otherwise agreed with the WSA, the point of water metering to an individual customer is the water meter that records the amount of water used by their particular premises.
- 9.2. Where the point of supply is different from the point of water metering, the customer shall:
- i. Provide an approved site within the premises for the water meter;
 - ii. Take sufficient precaution to protect the water meter from damage at all times;
 - iii. Ensure the water meter is readily accessible for reading; and
 - iv. Ensure that no other devices are installed in the water meter box

10. Level of Service

- 10.1. The WSA shall use its best endeavours to provide water in accordance with the Level of Service contained in the LTCCP of the Council.
- 10.2. A customer with a particular requirement for an uninterrupted level of service (flow, pressure or quality), shall be responsible for providing any necessary storage, back up facilities, or equipment to satisfy that requirement.

11. Continuity of Supply

- 11.1. The WSA does not guarantee an uninterrupted or constant supply of water, or any maximum or minimum pressure, but shall do its best to meet the continuity of supply levels.
- 11.2. The WSA will consult with any potentially affected persons where works of a permanent or temporary nature are planned that will substantially affect an existing supply.

- 11.3. Wherever practical the WSA will make every reasonable attempt to notify the potentially affected persons of a scheduled maintenance shut down of the supply before the work commences. Where immediate action is required and this is not practical, the WSA may shut down the supply without notification.

12. Demand Management

- 12.1. No person shall contravene any restrictions approved by the WSA to manage high seasonal or other demands which are publicly notified.

13. Estimating Consumption

- 13.1. Should any water meter be out of repair or cease to register, or be removed, the WSA shall estimate the consumption for the period since the previous reading of such water 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.
- 13.2. If water metering indicates a significant increase in consumption to a premises, which is established as being caused by a previously unknown leak, the WSA may either estimate consumption as provided above, providing that the customer repairs the leak with due diligence, or the customer shall be liable for the cost of water which passes through the water meter regardless of whether this is used or is the result of the leakage.
- 13.3. Where the seal or dial of a water meter is broken, the WSA may declare the reading void, estimate as provided above and the customer shall be liable for that cost.
- 13.4. Where a situation occurs, other than as provided for in clauses 13.1, 13.2 and 13.3 of this Bylaw, and the recorded consumption does not accurately represent the actual consumption on a property then the customer shall be liable to pay the cost which shall be adjusted using the best information available to the WSA. Such errors include, but are not limited to, misreading of the water meter, errors in data processing, water meters assigned to the wrong account, and unauthorised supplies.
- 13.5. Provided that where an adjustment is required, in favour of the WSA or the customer, this shall not be backdated more than 5 years from the date the error was detected.

14. Customer Responsibilities

- 14.1. New Connections shall be installed, and any associated testing undertaken, by one of the Council's licensed contractors at the applicant's expense. All new connections shall be vested with Council.
- 14.2. A customer who has altered the ground levels in the vicinity of the connection shall alter the existing service pipe and locate the cover to the service pipe to ensure it complies with Council's Code of Practice - Subdivision and Development. Such work shall be carried out by one of Council's licensed contractors at the owner's expense.
- 14.3. A customer shall not use water or water pressure directly from the supply for driving lifts, machinery, generators, condensers or any other similar device; unless specifically authorised by the WSA in writing.
- 14.4. The customer shall ascertain and monitor whether the fire protection supply available is adequate for the intended purpose.
- 14.5. The customer shall be liable to pay for any related water supply services in accordance with the WSA current schedule of fees and charges.
- 14.6. The customer shall not transfer to any other party the rights and responsibilities provided for under these Terms and Conditions.
- 14.7. In the event of a premises changing ownership the outgoing customer shall give the WSA seven calendar days notice to arrange a final water meter reading.
- 14.8. The customer shall give seven calendar days notice in writing to the WSA of his/her request to terminate the supply.

15. GENERAL CONDITIONS

- 15.1. No person other than the authorised agents of the WSA, shall without express approval, make any connection to or otherwise interfere with any part of the water supply system.
- 15.2. No person shall have access to, and draw water from, fire hydrants unless he or she is:

- An authorised officer of the WSA;
 - Fire service personnel – for the purposes of testing or firefighting purposes only;
 - Fire hydrant licence holders during the period for which the licence has been issued.
- 15.3. 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.
- 15.4. At least two working days notice in writing shall be given to the WSA of an intention to excavate in the vicinity of its services. Where appropriate the WSA will mark out to within $\pm 0.5\text{m}$ on the ground the location of its services, and may nominate in writing any restrictions on the work it considers necessary to protect its services. The WSA may charge for this service.
- 15.5. Any person excavating and working around buried services shall take due care to ensure the services are not damaged, and that bedding and backfill is reinstated in accordance with the appropriate WSA specification. Excavation within roadways is also subject to the permit process of the appropriate roading authority.
- 15.6. A person causing damage to a WSA service shall report that damage to the WSA immediately. Repairs shall be arranged by the WSA and repair costs may be charged.

16. Offences and Breaches

- 16.1. Every person breaches this Bylaw and commits an offence who:
1. Does, or allows anything to be done, which is contrary to this Bylaw or any part of it; or
 2. Fails to do, or allows anything to remain undone, which ought to be done by him or her within the time and in the manner required by this Bylaw or any part of it; or
 3. Does anything which this Bylaw prohibits; or
 4. Fails to comply with any notice given to him or her under this Bylaw or any part of it or any condition of a licence granted by the Council; or
 5. Obstructs or hinders any Council officer or other Council appointed person in performing any duty or in exercising any power under this Bylaw.

17. Licences

- 17.1. The form of any application for and grant of any permission, licence or approval required under this Bylaw will be determined by the Council.
- 17.2. The Council may attach to any permission, approval or licence any terms or conditions as it thinks fit.
- 17.3. No application for a licence from the Council, and no payment of or receipt for any fee paid in connection with such application or licence shall confer any right, authority or immunity on the person making such application or payment.
- 17.4. Suspending or Revoking Licences
- (a) The Council may revoke or suspend a licence granted under this Bylaw if it reasonably believes the licence holder:
- i. has acted or is acting in breach of the licence; or
 - ii. is unfit in any way to hold such a licence.
- (b) The Council may require the licence holder to attend a hearing to explain why the licence should not be revoked or suspended. The Council may revoke or suspend the licence at its discretion. if either;
- i. the licence holder does not attend the hearing; or
 - ii. if after the hearing the Council is satisfied the licence holder has been in breach of the licence or is unfit to hold the licence.
- (c) The Council may suspend any licence granted under this Bylaw for a period not exceeding 72 hours during the staging of any special event, by giving the licence holder 10 days notice in writing. The Council may suspend any such licence for the purposes of protecting the public from nuisance or for protecting, promoting or maintaining public health and safety.

18. Fees

18.1. The Council may in accordance with section 150 of the Local Government Act 2002 prescribe fees or charges payable for any certificate, licence, approval, permit or consent form or inspection made by the Council under this Bylaw.

19. Notices

19.1. The Council may give notice to any person in breach of this Bylaw to carry out any remedial action in order to comply with the Bylaw and every such notice shall state the time within which the remedial action is to be carried out, and may be extended from time to time.

20. Penalties

20.1. Subject to anything to the contrary, every person who commits an offence against this Bylaw shall be subject to the penalties set out in section 242(4) of the Local Government Act 2002.

20.2. Under section 163 of the Local Government Act 2002 the Council or an authorised agent appointed by it, may remove or alter any work or thing that is or has been constructed in breach of this Bylaw.

20.3. The Council may recover the costs of removing or altering the work or thing that is in breach of this Bylaw from the person who committed the breach. This does not relieve that person of liability for the breach.

20.4. Under section 162 of the Local Government Act 2002 the Council may apply to the District Court for the grant of an injunction restraining a person from committing a breach of this Bylaw.

20.5. The Council may seize and impound property materially involved in the commission of an offence, under and in accordance with sections 164 and 165 of the Local Government Act 2002.

20.6. The Council will return and may dispose of property seized and impounded in accordance with sections 167 and 168 of the Local Government Act 2002.

21. Dispensing Powers

21.1. The Council may waive full compliance with any provision of this Bylaw in a case where the Council is of the opinion that full compliance would needlessly cause harm, loss or inconvenience to any person or business without any corresponding benefit to the community. The Council may in its discretion impose conditions of any such waiver.

22. Serving of Notices and Documents

22.1. Except as otherwise expressly provided for in any Act, where any notice, order, or other document is required to be served on any person for the purposes of Bylaw, the Council may serve notice by:

- delivering it personally;
- sending it by messenger;
- sending it by registered post to the person's last known place of residence or business

22.2. If that person is absent from New Zealand, the notice may be sent to his or her agent instead of to that person.

22.3. If that person has no known name or address or is absent from New Zealand and has no known agent, and the notice relates to any land or building, the notice may be served on the occupier, or if there is no occupier the notice may be put on some conspicuous part of the land or building without the notice naming the owner or occupier.

22.4. If that person has died, the notice may be served on his or her personal or legal representative or executor.

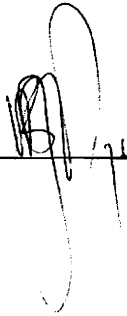
22.5. Where a notice is sent by registered post it will be sent to arrive in the normal course no later than when the notice is required to be served and will be deemed to have been served at the time when the registered letter would be delivered in the ordinary course of post.

This Bylaw was duly made in the Opotiki District Council by a Resolution passed on the 11th day of March 2008 and was confirmed following consideration of community submissions received during a special consultative procedure by a resolution {No 461 } passed on the 17th day of June 2008.

The Common Seal of the Opotiki
District Council was hereto
affixed in the presence of.....


_____ Mayor




_____ Chief Executive Officer