



Water Supply System

Terms and Conditions for the Supply of Water

Explanatory Note

These Terms and Conditions define the responsibilities of various classes of consumer who are customers using the Western Bay of Plenty District water supply system and explains the procedures and practices which Council will follow to protect the water supply system from damage and contamination.

The Terms and Conditions are based on the Standards New Zealand Model Water Supply Bylaw (NZS 9201: Chapter 7: 1994) and are complementary to, and should be read in conjunction with, the Western Bay of Plenty District Council Water Supply System Bylaw, 2008.



Western Bay of Plenty District Council

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Western Bay of Plenty District Council

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Related Documents

Reference is made in this document to the following:

New Zealand Legislation

Building Act 2004
Building Regulations 1992 (including the New Zealand Building Code)
Health Act 1956 (including the Health (Drinking Water) Amendment Act 2007)
Local Government Act (1974 & 2002)
Water Supplies Protection Regulations 1961 (until 1 July 2008 when these regulations are repealed) Local Government Rating Act 2002
Resource Management Act 1991
Plumbing and Drainage Code – Water Services (AS/NZS 3500.1:2003)

Other Publications

New Zealand Drinking Water Standards 2000 and 2005 (Ministry of Health)
New Zealand Fire Service Firefighting Water Supplies Code of Practice SNZ PAS 4509 : 2003
Tauranga City Council Supply of Water Bylaw

Scope

These Terms and Conditions are based on a Standards New Zealand model document which has been adjusted to suit local requirements.

The document covers the terms and conditions for the supply of water by the Council but only matters which relate to the actual supply of water to an individual customer have been included.

The Western Bay of Plenty District Water Supply System Bylaw deals with the overall water supply system and sets out the enabling provisions relating to certain parts of the Terms and Conditions for the supply of water but does not in general include matters which are covered in existing legislation or regulations.

Definitions

For the purpose of these Terms and Conditions and unless inconsistent with the context, the definitions in the Water Supply System Bylaw 2008 and Chapter 1, Introduction, of the General Bylaw 2008 apply.



Western Bay of Plenty District Council

Terms and Conditions for the Supply of Water

1. Introduction

- 1.1 The following Terms and Conditions relate to the supply of water to its customers by the Western Bay of Plenty District Council.
- 1.2 The supply and sale of water by the Council is subject to –
 - (a) the Acts, Regulations, Codes, and other documents named in the section headed “Related Documents” and any other codes and standards relating to the District water supply system adopted by Council from time to time.
 - (b) The terms and conditions relating to the supply of water adopted by Council from time to time.
- 1.3 In terms of the Local Government Rating Act 2002, Council may make and levy charges in respect of the ordinary supply of water according to the quantity of water consumed by any person receiving the same as measured by meter or other device, or from time to time fix by resolution charges for the ordinary or extraordinary supply of water, or as may be agreed on with any person receiving the supply of water.

2. Acceptance and Duration

Any consumer being supplied with water from Council's water supply system must at all times comply with and be bound by Council's operative Terms and Conditions for the Supply of Water from time to time fixed by resolution of Council.

3. Conditions of Supply

For water supplies owned and maintained by the neighbouring authority (Tauranga City Council) and supplying water to residents within the Western Bay of Plenty District Council area, the current Tauranga City Council Supply or Water Bylaw will apply to these customers unless otherwise agreed. The current fees and charges of Tauranga City Council will apply unless otherwise agreed.

3.1 Application for Supply

- 3.1.1 Every application for a supply of water must be made in writing on the standard form and be lodged with the Council, together with the prescribed charges. The applicant must provide all the details required by the Council.
- 3.1.2 All applications for extraordinary supplies are to fully explain the customer's demand requirements including the likely daily flow patterns and seasonal variances.
- 3.1.3 Within 10 working days of the receipt of an application complying with these Terms and Conditions, the Council, after considering the type and availability of supply requested, will either –
 - (a) approve the application and advise the applicant of the type of supply, the size of the connection, any particular conditions he/she will be required to meet, and the general Terms and Conditions (including level of service) under which water will be supplied; or
 - (b) refuse the application and notify the applicant of the decision giving the reasons for refusal.



- 3.1.4 In order to meet the agreed level of service the Council will determine the sizes of all pipes, fittings and any other equipment, up to the point of supply. The Council will stipulate the point of supply and will provide, install and maintain the service pipe up to that point.
- 3.1.5 The applicant for a water supply must 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 authority if required.
- 3.1.6 A new application for supply may be required if a customer wishes to change the type of water supply and/or the level of service.
- 3.1.7 Where an approved application for water supply has not been actioned within six months of the date of application it will lapse unless an extension of time has been approved. A refund of all or part of the application fee may be made at the discretion of the Council.

3.2 Deposits

- 3.2.1 The Council may require a deposit to be paid for the supply of water. The amount of the deposit will be in accordance with the Council's current schedule of rates and charges, and the amount so paid will be credited to the customer's water supply account.

3.3 Point of Supply

3.3.1 Single Ownership

- 3.3.1.1 The point of supply to an individual customer is the point on the service pipe, which marks the boundary of responsibility between the customer and the Council, irrespective of property boundaries.

For single dwelling units the point of supply is to be located as shown in Figures 1.1, 1.2, and 1.3 or as close as possible to that position where fences, walls or other permanent structures make it difficult to locate it at the required position. Any other point of supply position will require specific approval.

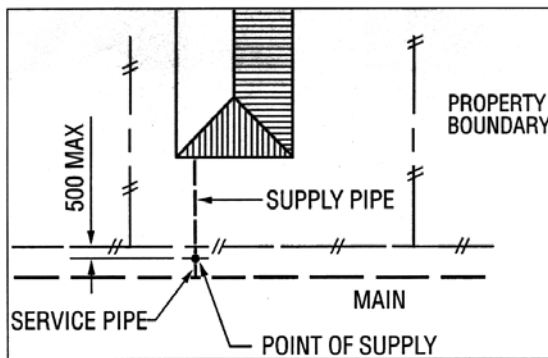


Figure 1.1 Point of supply single dwelling unit with street frontage

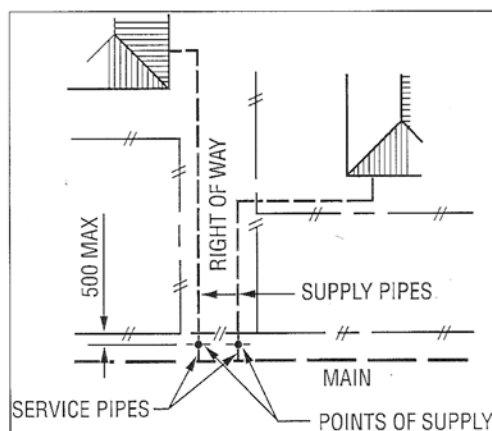


Figure 1.2 Points of supply - Rear lots on right of way (up to two customers)

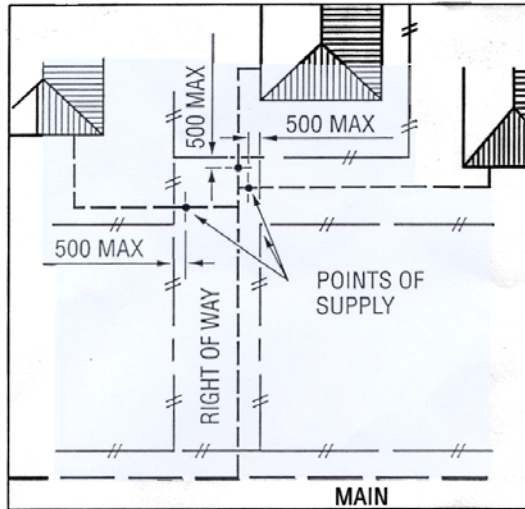
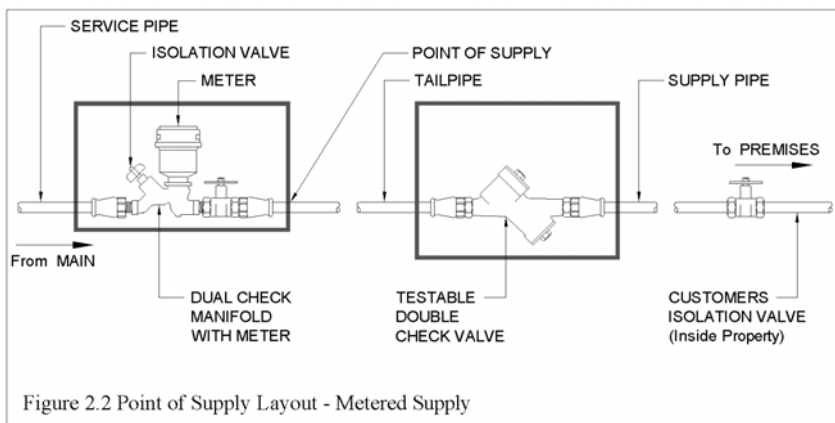
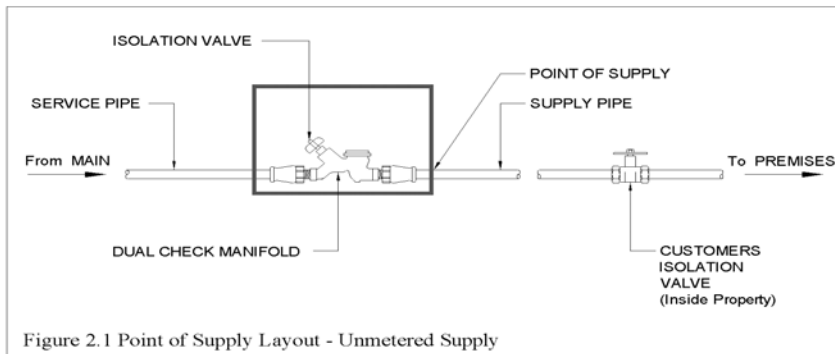


Figure 1.3 Points of supply location - Rear lots on right of way (3 or more customers)

3.3.1.2 Unless otherwise agreed there shall only be one point of supply for each individual customer.

3.3.1.3 A typical layout at a point of supply is shown in Figures 2.1 and 2.2.





3.3.1.4 The Council gives no guarantees as to the serviceability of the valve located on the service pipe. Where there is no customer isolation valve, the customer may, with Council approval, use the service valve to isolate the supply. However the Council reserves the right to charge for repairing this valve if it is damaged by such customer use.

3.3.2 Multiple Ownership

3.3.2.1 The point of supply for the different forms of multiple ownership of premises and/or land shall be as follows –

- (a) for company share/block scheme (body corporate) – as for single ownership.
- (b) for leasehold/tenancy in common share (cross lease), strata title, and unit title (body corporate) – each owner shall have an individual supply with the point of supply determined by agreement with the Council. In specific cases other arrangements may be acceptable subject to individual approval.
- (c) For all other multiple ownership of premises or land with specifically approved connection, the point of supply will be determined by agreement with the Council.

3.3.2.2 For multiple ownership supply which was in existence prior to the coming into effect of these Terms and Conditions, the point of supply shall be the arrangement existing at that time, or as determined by Council for an individual case, if that arrangement is no longer acceptable to Council.

3.4 Types of Supply

3.4.1 On Demand Water Supply

3.4.1.1 For on-demand supplies (a supply which is available on demand directly from the point of supply subject to a level of service as Council may determine from time to time) there are two types of supply defined as:

(a) Ordinary Supply

The supply of water to a customer, which is used solely for domestic purposes in the dwelling/ house, is an ordinary supply. Domestic purposes includes the use of a hose for –

- (i) washing down a car, boat, trailer or similar domestic based equipment;
- (ii) garden watering by hand;
- (iii) garden watering by means of any sprinkler or irrigation systems.

(b) Extraordinary Supply

Water supplied for any purpose, other than ordinary supply, is an extraordinary supply and may be subject to specific conditions and limitations. Such purposes include –

- (i) a domestic spa or swimming pool in excess of 10m³ capacity;
- (ii) commercial, industrial and business purposes;
- (iii) fire protection systems;
- (iv) out of district supply;
- (v) temporary supply;
- (vi) horticulture irrigation and/ or frost protection



- (vii) properties over 0.5 ha in size
- (viii) or any other supply specifically approved by Council.

3.4.1.2 An extraordinary water supply will normally be metered.

3.4.1.3 Where circumstances justify such action the Council may, giving written notice where possible, restrict or stop the water supply to extraordinary customers if required to maintain ordinary supplies and protect public health and safety.

3.4.2 Restricted Flow Supply

3.4.2.1 A restricted flow water supply is only available to premises within a designated area, or under special conditions set by the Council.

3.4.2.2 A restricted flow supply will be measured on the basis of an agreed number of units supplied at a uniform flow rate.

3.5 On Demand Supply

3.5.1 Entitlement

3.5.1.1 Every property or allotment on which may be sited one or more dwellings is entitled to an ordinary supply of water subject to –

- (a) the property or allotment being within an area served by a public water supply.
- (b) the exclusion of its use for garden watering or any other specified use under any water use restrictions imposed by the Council from time to time;
- (c) payment of the appropriate charges in respect of that property;
- (d) compliance with these Terms and Conditions; and
- (e) payment of any other charges or costs associated with subdivisional development.

3.5.1.2 The Council is under no obligation to provide an extraordinary supply of water as defined in the Water Supply System Bylaw.

3.6 Level of Service

3.6.1 LTCCP/Asset Management Plan

3.6.1.2 The Council will provide water in accordance with the level of service contained in the Council Long Term Community Consultation Plan (LTCCP) and the Council Water Asset Management Plan.

For those periods where the level of service allows non-compliance with the specified value(s), the Council will make every reasonable attempt to achieve the specified value(s).

3.6.2 Uninterrupted Service

3.6.2.1 If a customer has a particular requirement for an uninterrupted level of service (flow, pressure or quality), it will be the responsibility of that customer to provide any necessary storage, back up facilities or equipment.

3.6.2.2 For on demand supplies that are not metered Council reserves the right to fit a meter and charge accordingly



3.7 Liability

- 3.7.1 While the Council will make every reasonable effort to meet agreed levels of service it will 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.
- 3.7.2 Without prejudice to the above, the Council may, under certain circumstances and solely at its discretion, make payments for damage caused to equipment, appliances, processes, and materials as a direct result of a variation in the water supply; provided however that any such equipment or appliances have been designed to cater for reasonable variations in the flow, pressure and quality of the water supply.
- 3.7.3 Any such payment will be in full and final settlement of any claim the customer may have against the Council.

3.8 Fire Protection Connection

3.8.1 Connection Application

Any proposed connection for private fire protection shall be the subject of a separate application on the standard Council Form. Any such connection if approved will be subject to the terms and conditions specified by the Council.

3.8.2 Supply

The Council shall be under no obligation to provide a private fire protection supply at any particular flow or pressure.

3.8.3 Fire Fighting Supplies

- 3.8.3.1 Private fire fighting supplies, subject to approval, may be either via a bypass around the standard connection manifold (with or without meter), or a separate line from the main. In either case drawing of water will only be permitted in the following circumstances –
- (a) when the drawing of water is only possible with the sounding of an automatic fire alarm or the automatic notification of the fire brigade, or
 - (b) where a council approved detector check valve has been fitted on the dedicated fire fighting line..
- 3.8.3.2 For a fire connection installed prior to, or subsequent to, the coming into effect of these Terms and Conditions, the Council may install a water meter on such a connection.

3.8.4 Sprinkler Systems

- 3.8.4.1 Any fire sprinkler system must be constructed, installed and maintained in good order, and be so designed and fixed that water cannot be drawn from it for any other purpose.

3.8.5 Fire Hydrants

- 3.8.5.1 The right to gain access to, and draw water from, fire hydrants is restricted to –
- (a) The Council or its agents, specifically authorised to do so;
 - (b) Fire Service personnel;
 - (c) Water abstraction permit-holders during the period for which the permit has been issued.



3.8.5.2 Without prejudice to other remedies available, the Council may remove and hold any equipment used by an offender to gain access to, or draw water from, a fire hydrant.

3.8.6 Fire Hose Reels

In any case where the supply of water to any premises is metered, fire hose reels must be connected only to an uninterrupted supply.

3.8.7 Charges

3.8.7.1 Water used for the purpose of extinguishing fires will be supplied free of charge.

3.8.7.2 Whenever water has been used for fire fighting purposes the customer may estimate the quantity of water so used, and subject to Council approval, a sum based on such estimate at the appropriate charge rate may be credited to the customer's account.

3.9 Backflow Prevention

3.9.1 In order to protect the public health Council reserves the right to require that a backflow prevention device be fitted to the Council side of the point of supply.

3.9.2 All connections for the provision of an ordinary supply of water will be fitted with a dual acting check valve.

3.9.3 All connections for provision of an extraordinary water supply of water will be fitted with a testable double check valve

Extraordinary connections with an alternative supply (including bore water, rain water or any other source), are to have a 300 mm minimum air gap separation between the Council supply and the alternative in addition to the testable double check valve.

3.9.4 Where an extraordinary connection is identified as a medium to high hazard, as defined by AS/NZS 3500.1.:2003, a RPZ device is to be installed in addition to the dual acting check valve.

3.10 Meters and Flow Restrictions

3.10.1 Installation

3.10.1.1 Instead of making and levying a separate rate, or using any other lawful means to charge for the supply of water, the Council may by resolution, determine to measure and charge for the volume of water used by certain classes of consumers and may for that purpose –

- (a) install water meters or other measuring devices; and
- (b) charge the consumer according to the quantity of water consumed.

The charge to be made for such consumption will be the amount which Council has by resolution determined will be payable by each class of consumer.

3.10.1.2 Meters for on demand or other metered water supplies, and restrictors for restricted flow supplies, shall be supplied, installed and maintained by Council. These devices remain the property of the Council and must be installed in the location required by Council.

3.10.1.3 Where an on demand water supply is provided Council may fit a meter and charge accordingly.



3.10.2 Existing Meters

- 3.10.2.1 Any meter which was installed by the consumer prior to the coming into force of these Terms and Conditions for the Supply of Water must continue to be maintained by the consumer until, in the opinion of Council, the meter is no longer fit for use at which point it will be replaced by a new meter at the cost and expense of the consumer.
- 3.10.2.2 No branch fitting may be connected to the service pipe between the water main and the meter, with the exception of a fire fighting supply bypass approved in writing by Council.

3.10.3 Location of Meters

Meters and restrictors will be located in a position which is readily accessible for reading and maintenance, and if practicable immediately on the Council side of the point of supply (see Figure 2.2).

3.10.4 Accuracy of Meters

- 3.10.4.1 The accuracy of meters and restrictors will be tested as and when required by the Council to ensure performance within $\pm 4\%$ of its reading (meters), or within $\pm 10\%$ of its rated capacity (restrictors).
- 3.10.4.2 A customer who disputes the accuracy of a meter or restrictor may apply to the Council to have the device tested provided that it is not within three months of the last test. If the test shows the device does not meet the accuracy requirement set out in the foregoing clause then the customer will not be charged for the test. If the test shows that the device is operating correctly then the customer will be required to pay a fee in accordance with Council's current schedule of rates and charges.
- 3.10.4.3 Meters will be tested by running a measured quantity of water of not less than 400 litres through the meter in accordance with BS 5728: Part 3. Restrictors must be tested by measuring the quantity that flows through the restrictor in a period of not less than 1 hour at its normal operating pressure. A copy of the independent certification of the test result will be made available to the customer on request.
- 3.10.4.4 If the error was the result of wilful interference or tampering by the consumer or customer with the measuring device or devices installed by Council with the intent to defraud the Council then the provisions of the foregoing clause do not apply and the customer is liable to pay the full amount of the adjustment as determined by Council for the total period that the water consumption was incorrectly recorded.

3.10.5 Adjustment

If any meter, after being tested, is found to register a greater or lesser consumption than the quantity of water actually passed through such a meter, the Council will make an adjustment in accordance with the results shown by such tests, backdated for a period at the discretion of the Council but not exceeding 5 years, and the customer must pay a greater or lesser amount according to such an adjustment.

3.10.6 Estimating Consumption

- 3.10.6.1 If any meter is out of repair or ceases to register, or is removed, the Council will estimate the consumption for the period since the previous reading of the meter (based on the average of the previous three billing periods charged to the customer) and the customer will be charged according to the estimate. Provided that when, by reason of a large variation of consumption due to seasonal or other causes, the average of the previous three billing periods would be an unreasonable estimate of the consumption the Council may take into consideration other evidence for the purpose of arriving at a reasonable estimate, and the customer will be charged according to that estimate.
- 3.10.6.2 If metering indicates a significant increase in consumption to a premises, which is established as being caused by a previously unknown leak, the Council may estimate consumption as provided above, providing that the customer repairs the leak with due diligence.
- 3.10.6.3 Where the seal or dial of a meter is broken, the Council may declare the reading void and estimate consumption as provided above.



3.10.7 Incorrect Accounts

- 3.10.7.1 Where the recorded water consumption does not accurately represent the actual consumption on a property then the account will be adjusted using the best information available to the Council.
- 3.10.7.2 Reasons to invoke the foregoing clause will include, but are not limited to, misreading of the meter, errors in data processing, meter readings assigned to the wrong account, and unauthorised supplies.
- 3.10.7.3 Where an adjustment is required, in favour of the Council or the customer, this will not be backdated more than 5 years from the date the error was detected.

4. Customer Responsibilities

4.1 Unauthorised Connection

No person, other than the authorised agents of Council, may without express approval make any connection to or otherwise interfere with any part of the water supply system.

4.2 Plumbing System

- 4.2.2 Quick-closing valves of any kind, or any other equipment which may cause pressure surges to be transmitted, should not be used on any piping directly connected to the Service Pipe, that is, in any position where they are required to close against mains pressure.
- 4.2.3 To comply with the New Zealand Building Code the plumbing system must be compatible with the water supply. Specific features of the Council supply which need to be taken into account are contained in Table 1.

Table 1

Feature	Value
Maximum Pressure	90 metres head (900 kPA)

4.3 Change of Use

Where a change in the end use of water supplied to a premises occurs, and/or the supply changes from an ordinary to an extraordinary type, or vice versa, a new application for supply must be made.

4.4 Access

4.4.1 Point of Supply

- 4.4.1.1 The customer must allow Council staff and Council contractors access to and about the Point of Supply between 7.30 a.m. and 6 p.m. on any day for –
- (a) Meter reading without notice;
 - (b) Checking, testing and maintenance work with notice being given whenever possible.
- 4.4.1.2 Outside these hours (eg for leak detection) Council will, where possible, advise the customer of the need to access the point of supply.



4.4.1.3 Under emergency conditions, the customer must allow Council staff and contractors access to and about the point of supply at any hour.

4.4.1.4 The customer must allow Council staff or contractors, with or without equipment, access to any area of the premises for the purposes of determining compliance with the Terms and Conditions applicable to the supply of water to the customer's premises.

4.5 Council Equipment

4.5.1 Care of Equipment

The customer is required to take due care to protect Council equipment up to the Point of Supply from damage, including pipework, valving, meters and restrictors.

4.5.2 Maintenance of Access

The customer should maintain the area in and around the point of supply free of soil, growth, or other matter, or obstruction which prevents, or is likely to prevent convenient access.

4.6 Protection of Water Supply

4.6.1 It is the customer's responsibility (under the Building Act 2004, and the Health (Drinking Water) Amendment Act 2007), to take all necessary measures on the customer's side of the Point of Supply to prevent water which has been drawn from the Council's water supply system from returning to that supply.

4.6.2 For premises covered by the Building Act 2004 this includes:

- (a) Backflow prevention either by providing an adequate air gap, or by the use of a backflow prevention device which complies with the New Zealand Building Code;
- (b) The prohibition of any direct cross connection between the Council water supply (potable) and
 - (i) Any other water supply (potable or non-potable)
 - (ii) Any other water source
 - (iii) Any storage tank
 - (iv) Any other pipe, fixture or equipment containing chemicals, liquids, gases, or other non-potable substances.

4.6.3 Customers with supplies serving premises not covered by the Building Act 2004 and the New Zealand Building Code, e.g. stock or horticultural water supplies, shall comply with the relevant sections of the Health (Drinking Water) Amendment Act 2007, regarding protection of potable water.

4.7 Working Around Buried Services

4.7.1 The Council maintains permanent records (as-builts) of the location of its buried services. This information is available for inspection (with copies available if required) at no cost to users. A charge is made however to recover the cost of making copies.

4.7.2 Any person proposing to carry out excavation work should check the as-built information to establish whether or not Council services are located in the vicinity of the proposed work. Council should be given at least 3 working days notice in writing of an intention to excavate in the vicinity of its services.

Where appropriate Council will mark out to within $\pm 0.5\text{m}$ on the ground the location of its services and, where necessary, will specify in writing any restrictions on the work which are required to protect the services. Council reserves the right to charge for this service.



4.7.3 When excavating and working around buried services care should be taken to make sure that the services are not damaged and that bedding and backfill is reinstated in accordance with the Council Code of Practice for Subdivision and Development. Excavation within roadways is also subject to the Council permit process relating to roading.

4.7.4 Any damage which occurs to Council services must be reported to Council immediately. Where damage is the result of negligence, repair costs may be recovered from the person responsible for such damage.

4.8 Fire Protection Supply

4.8.1 Firefighting

Where an unmetered connection has been provided to supply water to a fire protection system (including hydrants) this is to be used for no other purpose than fire fighting and testing the fire protection system.

4.8.2 Adequacy of Supply

It is the customer's responsibility to make sure that the fire protection water supply available is adequate for the intended purpose.

4.9 Payment

The customer is liable to pay for the supply of water and related services in accordance with the Council current schedule of rates and charges.

4.10 Transfer of Rights and Responsibilities

4.10.1 The customer must not transfer to any other party the rights and responsibilities provided for under these Terms and Conditions, unless specifically authorised by Council.

4.10.2 A Supply Pipe is to serve only one customer, and must not extend by hose or any other pipe beyond that customer's property, unless specifically authorised by Council.

4.10.3 In particular and not in limitation of the above any water which the customer draws from the Council supply must not be provided to any other party without approval.

4.11 Change of Ownership

In the event of a premises changing ownership the Council will automatically record the new owner as being the customer at that premises. Where a premises is metered the outgoing customer must give the Council 7 working days notice to arrange a final reading.

4.12 Termination

The customer must give 7 working days notice in writing to the Council of his/her intention to terminate the supply agreement.

5. Breaches, Offences and Disputes

5.1 Breach of Terms and Conditions

5.1.1 The following may be taken by the Council as a breach of these Terms and Conditions to supply and receive water:



- (a) An incorrect application for supply which fundamentally changes the intent of the Terms and Conditions relating to the supply of water;
- (b) Failure by the customer to meet and comply with the Terms and Conditions applicable to the customer;
- (c) Failure to meet any obligation placed on the customer under all current Acts and Regulations relating to the supply of water;
- (d) Frustration of the Council's ability to adequately and effectively carry out its obligations in terms of the Local Government Act 2002, the Health Act 1956, or any other relevant legislation;
- (e) An act or omission in contravention of the provisions of the Western Bay of Plenty District Water Supply System Bylaw;

5.1.2 In the event of a breach of the Terms and Conditions as described above Council will serve notice on the customer advising the nature of the breach and the steps to be taken to remedy it.

If the customer fails to remedy the breach within seven days of the date of such notice the Council reserves the right to take further action as provided for in any act or regulation.

5.1.3 Without prejudice to the above provisions, Council may pursue any other legal remedies available to it pursuant to the provisions of the Local Government Act 2002, any other Act or Regulation, or Bylaw.

5.2 Interference With Equipment

Any tampering or interfering with Council equipment, either directly or indirectly, constitutes an offence under the Bylaw and the Local Government Act 2002.

6. Right to Vary

6.1 Council may vary these Terms and Conditions from time to time, by way of an ordinary resolution publicly notified.