

# Grey District Council Wastewater Drainage Bylaw

**This bylaw was first adopted by the Grey District Council on 9 June 2008.**

**The bylaw was amended on: 13 July 2020 following consideration of submissions received as part of the Special Consultative procedure.**

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# GREY DISTRICT COUNCIL WASTE WATER DRAINAGE BYLAW

## 1. FOREWORD

This bylaw is based on the NZS 9201 series of model bylaws covering various matters under territorial authority jurisdiction. Territorial authorities are empowered under the Local Government Act 2002 to make bylaws.

This Bylaw supersedes NZS 9201:Part 22:1999.

Reference should be made to The Grey District Council Introductory Bylaw for definitions and clauses not included in this Bylaw.

The structure of this Bylaw is as follows:

Chapter 1 Wastewater Drainage Bylaw  
Chapter 2 Wastewater Drainage Policy

## 2. SCOPE

- 2.1 Chapter 1 is a bylaw for wastewater drainage from both domestic and trade premises. In general, only matters which are not covered by existing legislation or regulations are included. It is intended to give the additional powers which may be required.
- 2.2 Chapter 2 is a policy for interpretation of the legislation and the bylaw in its day to day operation of the wastewater authority wastewater system for domestic customers, and also the domestic wastewater aspects of trade premises.

## CHAPTER 1 WASTEWATER DRAINAGE BYLAW

### 1. INTRODUCTION

This bylaw is for wastewater drainage from both domestic and trade premises to a Wastewater Authority. The quality and quantity limits that separate domestic wastewater from trade waste are to be found in The Trade Waste Bylaw.

### 2. DEFINITIONS

For the purposes of this bylaw the following definitions shall apply:

<b>ACCEPTABLE DISCHARGE</b>	means a wastewater with physical and chemical characteristics which comply with the requirements of the wastewater authority as scheduled in the Trade Waste Bylaw.
<b>ACT</b>	Means the Local Government Act 2002 and savings from the Local Government Act 1974 <sup>1</sup> . Where savings from the 1974 Act remain in force references below as referenced as follows: "Act (1974)".
<b>APPROVAL</b>	means approved in writing by the wastewater authority, either by resolution of the Council or by an officer of the wastewater authority authorized for that purpose.

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At the time of preparation of this Bylaw not all sections of the Local Government Act 1974 have been repealed.

<b>BURIED SERVICES</b>	means all public sewers, rising mains, trunk sewers and other underground utilities under the responsibility of the wastewater authority.
<b>CERTIFICATE OF TITLE</b>	means a certificate registering the freehold ownership of land available to any owner(s) under the Land Transfer Act 1952.
<b>CHARACTERISTIC</b>	means any of the physical or chemical characteristics of a trade waste referred to in the Trade Waste Bylaw.
<b>COUNCIL</b>	means The Grey District Council.
<b>CUSTOMER</b>	means a person who either discharges or has obtained a consent to discharge or direct the manner of discharge of wastewater from any premises to the public sewer of the wastewater authority.
<b>DEED OF COVENANT</b>	means an agreement whereby a party stipulates as to the truth of certain facts or binds himself or herself to give something to another, or to do or not to do any act.
<b>DISCONNECTION</b>	means the physical cutting and sealing of the drain from a premises.
<b>DOMESTIC WASTEWATER</b>	means either that wastewater which is discharged from premises used solely for residential activities or wastes of the same character discharged from other premises, provided that the characteristics of the wastewater are an acceptable discharge. Such activities shall include the draining of domestic swimming and spa pools subject to Chapter 2, 2.1
<b>DRAIN</b>	Means a wastewater drain or a stormwater drain; and drainage has a corresponding meaning.
<b>DRAINAGE DISTRICT</b>	means the district or part thereof of the territorial authority for which the Council may provide a drainage system, including, with the consent of the territorial authority, any area within that district.
<b>DRAINAGE SYSTEM</b>	means all land, drains, sewers, pipes, treatment works, buildings, machinery, electronics, and control systems and other things of any kind, vested in the council or acquired or constructed or operated by or under the control of the Council under the Act, for or relating to the purpose of drainage, whether within or outside the district; and also includes treatment works. It shall also include Council, its staff and its agents who are employed to maintain, operate and renew drainage systems.
<b>INFILTRATION</b>	means water entering a public sewer or private drain from groundwater through defects such as poor joints, and cracks in pipes or manholes. It does not include inflow.
<b>INFLOW</b>	means water discharged into a private drain from non-complying connections or other drain laying faults. It includes stormwater entering through illegal downpipe connections or from low gully traps.
<b>MEMORANDUM OF ENCUMBRANCE</b>	means an agreement for the payment by any person or persons by yearly or periodical payments or otherwise of any annuity, rent charge, or sum of money other than a debt where land owned by the person or persons is legally defined and used as security should failure to pay occur.
<b>PREMISES</b>	means either: <ul style="list-style-type: none"> <li>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</li> </ul>

- b. A building that has been defined as an individual unit by a cross-lease, unit title or company lease and for which a certificate of title is available, or

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

**PRIVATE DRAIN**

means that section of private drain between the customer's premises and the point of discharge through which wastewater is conveyed from the premises. The section of drain on private property is owned and maintained by the customer (or group of customers).

**PROHIBITED CHARACTERISTICS**

means a wastewater which shall not be discharged into the wastewater authority system, as scheduled in the Trade Waste Bylaw.

**PROHIBITED DISCHARGE**

means waste water with prohibited characteristics or any other material or substance that if discharged has or is likely to cause direct or indirect adverse effects to the drainage system.

**PUBLICLY NOTIFIED**

means published on at least one occasion in a newspaper circulating in the wastewater authority wastewater drainage area, or, under emergency conditions, by the most practical means available at that time.

**RISING MAIN**

means a sewer through which wastewater is pumped.

**SCHEDULE OF RATES AND CHARGES**

means the list of items, terms and prices for services associated with the discharge of wastewater as approved by the wastewater authority.

**SERVICE OPENING**

means a manhole, or similar means for gaining access for inspection, cleaning or maintenance, of a public sewer.

**SEWER**

means the main public drain and lateral connections that carry away wastewater from the point of discharge. The public drain is owned and maintained by the wastewater authority.

**STORMWATER**

means all surface water run-off resulting from precipitation.

**STORMWATER DRAIN**

Means a drain primarily for the reception and discharge of stormwater and is part of a drainage system.

**TERRITORIAL AUTHORITY (TA)**

means a city council or a district council.

**TRADE WASTE**

means any liquid, with or without matter in suspension or solution, that is or may be discharged from a trade premises in the course of any trade or industrial process or operation, or in the course of any activity or operation of a like nature, but does not include condensing water, stormwater or domestic wastewater. Condensing or cooling waters, and stormwater which cannot practically be separated from wastewater may be included subject to specific approval.

**TRADE WASTE BYLAW**

means the bylaw of the wastewater authority regulating wastewater discharges from trade premises to a sewer.

**TRUNK SEWER**

means a sewer, generally greater than 150 mm in diameter, which forms a part of the principal drainage network of the wastewater authority's wastewater drainage system.

**WASTEWATER**

means water (including stormwater) or other liquid, including waste matter in solution or suspension, discharged from a premises to a sewer.

**WASTEWATER DRAIN** means a drain primarily for the purpose of reception and discharge of pollutants and is part of a drainage system.

**WASTEWATER AUTHORITY (WWA)** means the unit of a territorial authority including its authorized agents, responsible for the collection, treatment and disposal of wastewater

### **3. ACCEPTANCE OF DISCHARGE**

#### 3.1 Domestic Wastewater

- a) Every domestic premise shall be entitled to have its wastewater accepted by the WWA subject to:
- b) The premises lying within a "drainage district" if such an area has been designated by the WWA under the Act and
- c) The premises lying within an area which is served by public sewers, and
- d) Payment of the appropriate rates and charges in respect of that premises in general and wastewater services in particular, and
- e) Fulfilment of the requirements of this bylaw.

### **4. TRADEWASTE**

The acceptance of trade wastes is the subject of a separate bylaw

### **5. APPROVAL TO CONNECT**

- 5.1 No person other than the authorized agents of the WWA, shall without approval, make any connection to or otherwise interfere with any part of the WWA's drainage system.

### **6. CONTINUITY OF DISCHARGE**

- 6.1 The WWA does not guarantee to receive wastewater without interruption, however the WWA will use all reasonable endeavours to ensure that any disruption is kept to a minimum.

### **7. PREMISES**

#### 7.1 Flow Rate

The maximum instantaneous flow rate discharged from a domestic premise shall not exceed 2.0 litres/sec. The WWA may also set a maximum daily flow rate discharged from a domestic premise.

#### 7.2 Prohibited Characteristics

No wastewater with prohibited characteristics as scheduled in the Trade Waste Bylaw shall be discharged into the WWA system.

#### 7.3 Waste Minimisation

In order to meet the principles of sustainable management as promoted by the Resource Management Act 1991 (RMA), the WWA recommends:

- a) Dual flush toilet cisterns are installed, where 3.5 litres per flush is considered optimal.
- b) A low flow showerhead of up to 8 litres per min.

## **8. ACCESS**

### **8.1 Access for inspection**

The customer shall allow the WWA, or its agents, access to and about the point of discharge for the purposes of monitoring, testing, and maintenance work between 7.30 am and 6 pm on any day. The WWA shall give 24 hours previous notice to the customer of the intended entry. Under emergency conditions, or for the purpose of ascertaining whether the drains are being misused, the customer shall allow the WWA free access to and about the point of discharge at any hour.

### **8.2 Non-complying connections**

The customer shall allow the WWA with any necessary equipment, access to any area of the premises for the purposes of ascertaining whether non-complying connections have been made.

### **8.3 Prevention of inflow and infiltration**

The customer shall prevent any stormwater or groundwater entering the wastewater drainage system. This includes roof downpipes, surface water run-off, overland flow, and sub-surface drainage. For trade premises where stormwater cannot be separated from wastewater refer to the Trade Waste Bylaw.

## **9. DISCONNECTION**

9.1 A customer shall give 20 working days' notice in writing of his or her intention to demolish or remove a building connected to the sewer. The demolition or removal shall not commence until the property has been disconnected from the sewer by the WWA.

9.2 A customer shall give 15 working days' notice in writing to the WWA of his or her requirement for disconnection of the discharge connections if relaying of the private drain is required.

## **10. PUBLIC DRAINAGE SYSTEM**

### **10.1 General**

With respect to building or loading over buried services, or excavation near public drains, the restrictions described in Clauses 10.2 to 10.4 shall apply. Other restrictions may be applied by the WWA for the protection of the public drainage system after consideration of proposed work methods, depth of excavation, soil physical properties, and other site-specific factors.

### **10.2 Building over buried services**

Where building is allowed over, or adjacent to, a public sewer the WWA shall protect its interests by a Memorandum of Encumbrance – refer Schedule A for an example. No liability shall be accepted for damage which may be sustained by the building in the event of a partial or total collapse of that drain – a clause is included in the Deed of Covenant – refer Schedule B for an example

### **10.3 Rising mains and trunk sewers**

No building shall be built over a public rising main or trunk sewer, or closer than the greater of:

- a) 1.5 metres from the centre of any main or sewer, or
- b) The depth of the centre line of the sewer, plus the diameter of the sewer, plus 0.2 metres from the centre of that sewer, subject to compliance with Section 3.1 of NZS 3604.

#### 10.4 Other public drains

- a) No building shall be built over a public sewer, whether on public or private land;
- b) No building shall be built closer than the greater of:
  - i. 1.5 metres from the centre of any public sewer, or
  - ii. the depth of the centre line of the sewer, plus the diameter of the sewer, plus 0.2 metres from the centre of that sewer, subject to compliance with Section 3.1 of NZS 3604.
- c) Subject to approval, a building developer may meet the cost of diverting the public drain (including any manholes) in accordance with WWA standards;
- d) Where (a) (b) and (c) above are found to be impractical and the building cannot be sited elsewhere on the property or modified to conform with the above conditions, and it is essential for the proposed building to be built on that part of the property, approval may be granted subject to the building developer meeting the cost of any specific requirements. These may include the provision of access manholes, pipe renewal/strengthening, ducting, additional support of the building's foundations and relocatable construction.
- e) Matters that will be considered on a case by case basis where clause (d) applies will be (but not limited to):
  - 1) Carrying out sufficient investigations to accurately determine the sewer's location and depth, and to prove that the sewer is in a condition where it has a remaining life of at least 50 years;
  - 2) Or if (a) cannot be satisfied, carrying out remedial work or relaying the sewer to meet the requirements of (c) and (d);
  - 3) Bore piling the building 1.0 metre clear distance either side of the sewer to below the sewer invert to ensure that no building loads are transferred to the sewer and that it is possible to excavate down to the sewer without threat to the building;
  - 4) Providing two additional manholes into the sewer between 2.0 and 3.0 metres from the edge of the building at the points it enters and leaves the building (unless there is an existing manhole within 10 metres), provided that the sewer lies in a straight line and that there are no other connections between these two manholes;
  - 5) Carrying out all work on and around the sewer in accordance with WWA engineering standards;
  - 6) Registering the public sewer by a Memorandum of Encumbrance and Deed of Covenant against the Certificate of Title.

#### 10.5 Loading or material over public sewers.

- a) No person shall cause the crushing load imposed on a public sewer to exceed that which would arise from the soil overburden plus a HN-HO-72 wheel or axle load (as defined by the New Zealand Transport Agency's Bridge Manual).
- b) No person shall place any additional material over or near a public sewer without approval.
- c) Service openings shall not be covered in any way unless approved. Removal of any covering material or adjustment of the opening shall be at the property owner's expense.



## **10.5 Excavation near public sewers.**

No person shall excavate, or carry out piling or similar work closer than:

- a) 5 metres from the centre line of any rising main or trunk sewer, or
- b) 2 metres from the centre line of any public sewer,

without approval. Such approval may impose conditions on the carrying out of any work near the sewer.

## **11. STORAGE OF HAZARDOUS MATERIALS**

- 11.1 The occupier shall not store raw material, products or wastes containing corrosive, toxic, biocidal, radioactive, flammable, or explosive materials, or any material which, when mixed with the wastewater stream, is likely to generate toxic, flammable, explosive or corrosive materials in quantities likely to be hazardous, or any other material likely to be deleterious to the WWA wastewater system or the health and safety of WWA staff and the public, without taking all reasonable steps to prevent entry into the WWA sewer from leakage, spillage or other mishap.
- 11.2 The occupier shall comply with the requirements of the Hazardous Substances and New Organisms Act 1996 (HSNO) and the Health and Safety at Work (Hazardous Substances) Regulations.

## **12. BREACHES AND REMEDIES**

### 12.1 Defect notices

- a) In the event of a breach of statutory or other legal requirements, the WWA may serve a defect notice on the customer advising its nature and the steps to be taken within a specified period, to remedy it. If, after the specified period, the customer has not remedied the breach, the WWA may charge a reinspection fee.
- b) If, however the breach is such that public health, or safety considerations, or risk of consequential damage to WWA assets is such that delay would create unacceptable results, the WWA may take immediate action to rectify the defect, and recover all reasonable costs as set out in 12.2.

### 12.2 Remedial work

At any time after the specified period of 12.1 has elapsed, the WWA may carry out any remedial work required in order to make good the breach, and to recover from the person committing the breach all reasonable costs incurred in connection with the remedial work.

## **CHAPTER 2 WASTEWATER DRAINAGE POLICY**

### **POLICY FOR THE DISCHARGE AND ACCEPTANCE OF WASTEWATER**

#### **1. INTRODUCTION**

The discharge and acceptance of wastewater is subject to a number of Acts, Regulations, Bylaws, Codes and Standards the most relevant of which are listed below.:

- Building Act 1991
- Building Regulations 1992 (including the New Zealand Building Code)
- The Hazardous Substances and New Organisms (HSNO) Act 1996
- The Health and Safety at Work (Hazardous Substances) Regulations.
- The Health Act 1956
- The Health and Safety at Work Act 2015
- Land Transfer Act 1952
- Local Government Act 2002
- Local Government Act 1974 (Savings)
- Plumbers, Gasfitters and Drainlayers Act 2006
- Property Law Act 1952
- Rating Powers Act 1988
- Resource Management Act 1991
- Grey District Council – District Plan
- West Coast Regional Council Regional Policy Statement and Plans
- Water Supply Protection Regulations 1961
- New Zealand Building Code
- Grey District Council Trade Waste Bylaw
- Grey District Council Water Supply Bylaw
- Grey District Council Introductory Bylaw
- Grey District Council Public Places Bylaw
- NZS 4404 2010 Land development and subdivision infrastructure
- NZS 3604 2011 Timber-framed buildings
- NZTA Bridge Manual

#### **2. DOMESTIC WASTEWATER**

- 2.1 “Domestic” wastewater is defined in the Bylaw as that discharged from premises used solely for domestic residential activities or wastes of the same character discharged from other premises, provided that the characteristics of the wastewater are an acceptable discharge. Such activities shall include the draining of domestic swimming and spa pools subject to a maximum discharge restriction (refer Clause 18.4) and Clause 7.1 of the Wastewater Drainage Bylaw.

No domestic wastewaters shall:

- a. Exceed the substance limits scheduled in the Grey District Council Trade Waste Bylaw;
  - b. Contain the substances prohibited in the Grey District Council Trade Waste Bylaw.
- 2.2 Where part of domestic premises is used as an office or other trade related activity from which no trade waste could be produced, and which no other persons apart from those living at those premises use, then it shall be treated as domestic premises. Any trade activity which produces or has the potential to produce a wastewater shall be treated as being from trade premises.

### **3. ACCEPTANCE AND DURATION**

#### **3.1 General**

The WWA shall continue to accept wastewater from domestic premises once an approved connection to the public sewer has been made. Disconnection of the sewer, or restriction of the water supply are not options available in the event of non-compliance with the law and/or bylaws by the customer. Refer to Clause 20. for remedies which are available. For the customer's obligations refer to Clause 16. Customer's Drainage System.

#### **3.2 Change of ownership**

In the event of domestic premises changing ownership, the new owner shall automatically become the new customer of that premise.

#### **3.3 Trade wastes**

Refer to the Grey District Council Trade Waste Bylaw.

### **4. APPLICATION TO CONNECT**

#### **4.1 Application**

Every application for a wastewater service connection shall be made in writing on the form provided in Schedule C together with the prescribed charges. The applicant shall provide all the details required by the WWA. An application shall be made whether a public sewer has already been laid up to the point of discharge.

#### **4.2 Trade waste**

Refer to the Grey District Council Trade Waste Bylaw.

#### **4.3 Domestic wastewater and trade waste**

Where an application has been accepted by the WWA which requires a new public sewer or stormwater connection to be constructed from the existing public sewer or stormwater to the point of discharge, the customer shall pay and cover all associated costs of the installation. The WWA shall supply and install the public sewer up to the point of discharge except as provided for in Clause 4.5

4.4 Refer clause 4.3 for payment of connection charges.

#### **4.5 Subdivision**

Where a new public sewer is required as part of a subdivision development, the developer shall provide all the drainage works subject to the approval of the design and construction of the works. These will be covered by Rules in the District Plan.

### **5. POINT OF DISCHARGE**

#### **5.1 General**

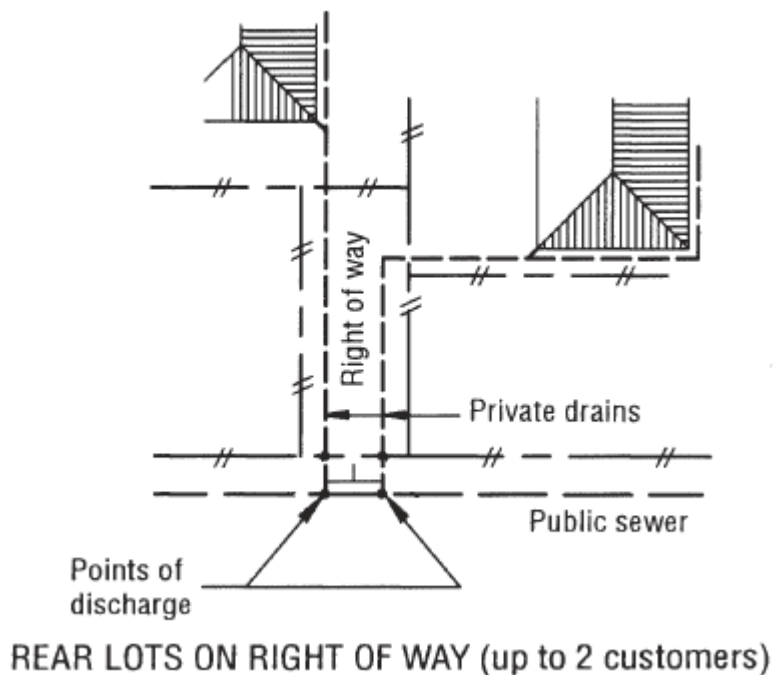
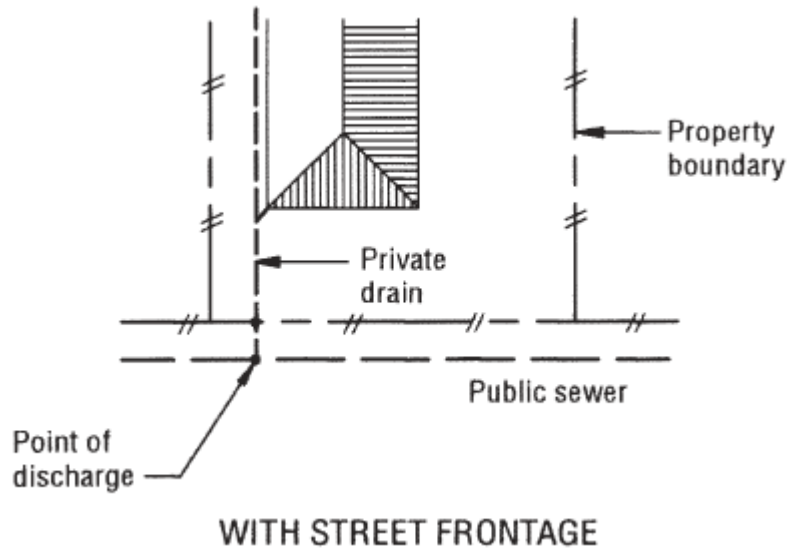
The point of discharge from a customer shall be the point on the public sewer which marks the boundary of responsibility between the customer and the WWA, irrespective of property boundaries.

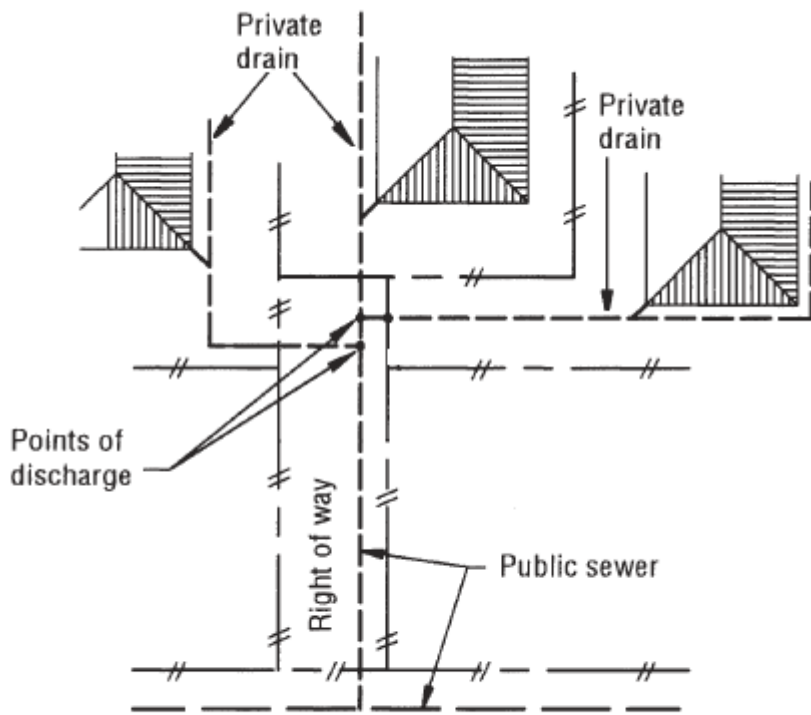
Unless otherwise approved there shall be one point of discharge only for each premises, and private drain shall not extend by pipe or any other means to serve another premises unless it is a common private drain.

## 5.2 Single ownership

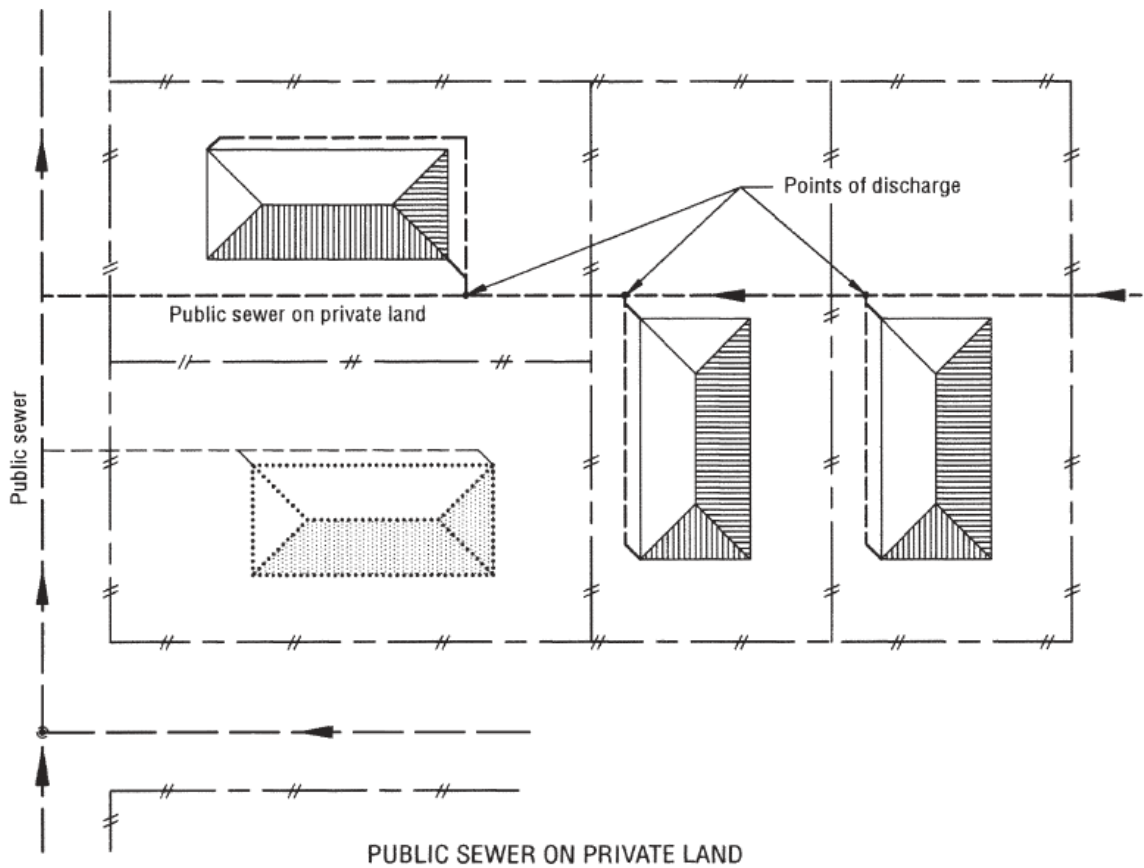
For single dwelling units the point of discharge shall be located at the point of physical connection to the public sewer or stormwater, whether it be within a road, other public lands, or private land. The approval of more than one point of discharge must be by the WWA and also recorded on the drainage plan.

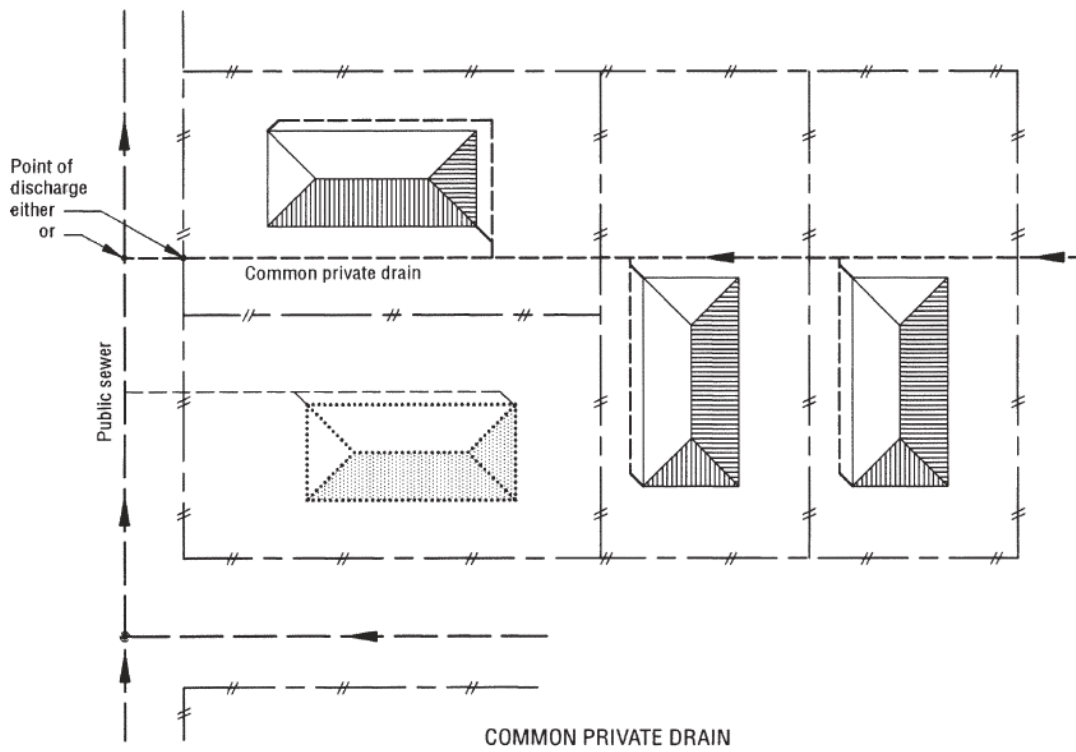
**Figure 2.1 – Point of discharge location – single dwelling units**





REAR LOTS ON RIGHT OF WAY (3 or more customers)



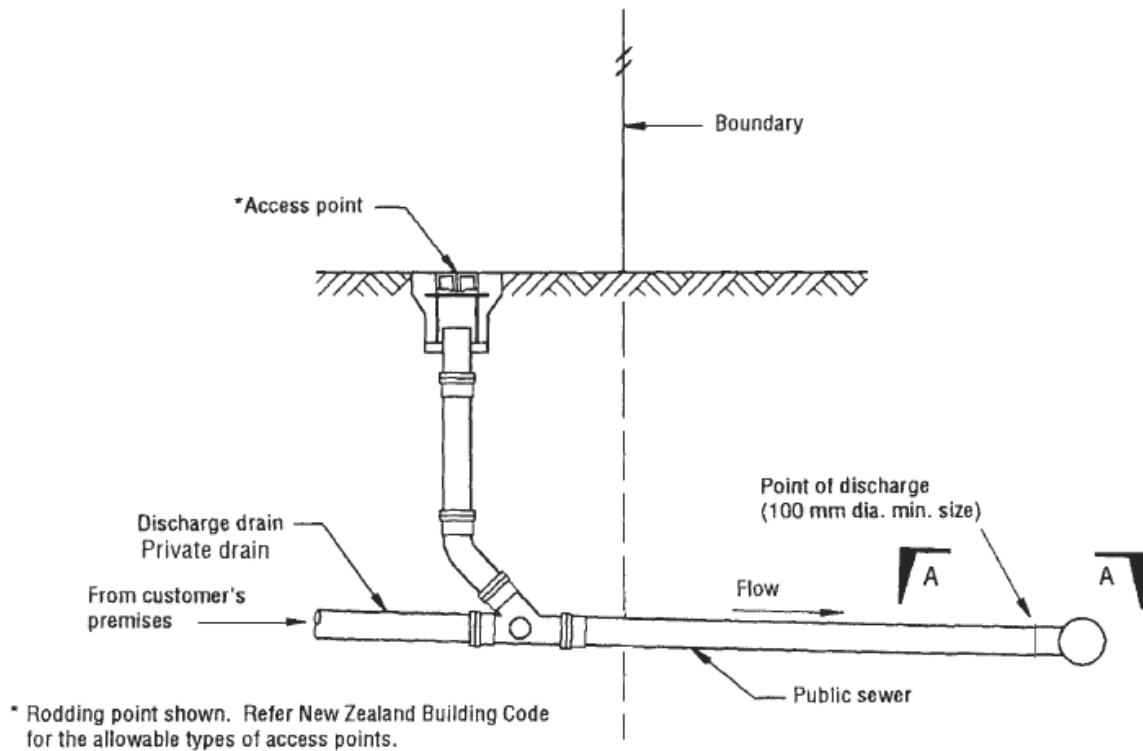


NOTE: Common Private Drain figure above is included for completeness of historical locations, however is no longer approved by the WWA

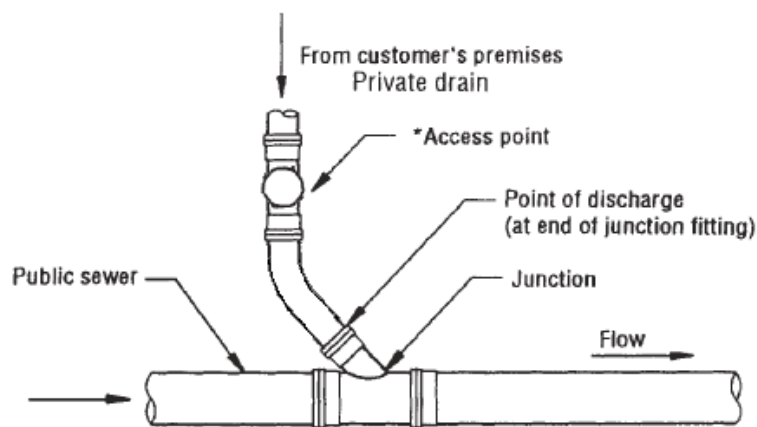
## 6. LAYOUT

The typical layout at a point of discharge is shown in figure 2.2.

**Figure 2.2 – Typical layout at point of discharge**



**EXAMPLE 1 – DOMESTIC DISCHARGE**



**EXAMPLE 2 – DOMESTIC DISCHARGE TO PUBLIC SEWER ON PRIVATE LAND and A-A FROM EXAMPLE 1**

\* Access Point Not Required For A-A

**Figure E.1 – Layout at point of discharge**

## **7. MULTIPLE OWNERSHIP**

- 7.1 The point of discharge 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 scheme (cross lease), strata title, and unit title (body corporate). Where practicable each owner shall have an individual drain with the point of discharge determined by agreement with the WWA. If not, practicable there shall be a common private drain which shall be incorporated as an additional provision in the lease agreement. In specific cases other arrangements will be acceptable subject to individual approval.
- 7.2 Each owner’s point of discharge must be approved by the WWA and recorded on the drainage plan. Other arrangements shall be considered only where there are advantages to the WWA.
- 7.3 Multiple ownership connections shall be treated as for new connections.

## **8. COMMON PRIVATE DRAINS**

- 8.1 Common private drains shall not be permitted and the requirements of NZS 4404 shall be used.
- 8.2 Common drains shall be covered by a certificate from the WWA recording the rights of each party, which is registered against the certificate of title.

## **9. LEVEL OF SERVICE**

The WWA shall provide wastewater services in accordance with the level of service contained in the annual plan of the Council. For those periods where the level of service allows non-compliance with the specified value(s), the WWA will make every reasonable attempt to achieve the specified value(s) that are contained in Council’s Long Term and the Annual Plans.

## **10. LIABILITY**

The WWA shall endeavour to meet the level of service requirements of Clause 9. Level of Service, but it shall not be liable for any loss, damage or inconvenience which the customer (or any person within the premises) may sustain as a result of deficiencies in the wastewater collection system.

## **11. EMERGENCY**

- 11.1 Natural hazards (such as floods or earthquakes) or accidents beyond the control of the WWA which result in disruptions to the ability of the WWA to receive wastewater, will be deemed an emergency, and exempted from the levels of service requirements of Clause 9.
- 11.2 During an emergency the WWA may restrict or prohibit the discharge of wastewater for any specified purpose, for any specified period, and for any or all its customers. Such restrictions shall be publicly notified. The decision to make and lift restrictions, and to enact additional penalties, shall be made by the Council, or where immediate action is required the officer of the WWA authorized for that purpose subject to subsequent Council ratification.

## **12. MAINTENANCE AND REPAIR**

- 12.1 Where it is not practical to notify the customer of a maintenance interruption to the point of discharge before work commences, the WWA may shutdown the point of discharge without notice, and the customer shall be advised as soon as possible.



### **13. BLOCKAGES**

- 13.1 A customer whose gully trap is overflowing or has other reasons to suspect a blockage, shall first call a drainlayer to clear and remove any blockage in their private drain.
- 13.2 If the drainlayer finds that the blockage is within the public sewer, then the drainlayer shall contact the WWA who shall clear and remove the blockage and clean up all affected areas.
- 13.3 Provided that the blockage has not been forced downstream into the public sewer in the act of clearing it from the private drain, or that the customer has not been negligent in causing or allowing a prohibited discharge to occur, then the WWA shall reimburse the customer for actual and reasonable drainage costs. If otherwise, the WWA shall recover the costs of the unblocking work from the customer.

### **14. TREES**

- 14.1 In the event of the roots of any tree on a customer's premises causing or being likely to cause damage, interference to the flow, or blockage to a public sewer the WWA procedure, shall follow that set out in the Act (1974) S section 468.

### **15. WORKING AROUND BURIED SERVICES**

- 15.1 The WWA shall keep and maintain drainage plans of the location of its buried services. This information shall be available for inspection during normal business hours at no cost to the user. Reasonable charges may be levied to cover the costs of making copies available.
- 15.2 Any person proposing to carry out excavation work shall view the as-built information to establish whether or not WWA services are located in the vicinity. At least 5 days notice in writing shall be given to the WWA of an intention to excavate in the vicinity of its services. Where appropriate the WWA may mark out to within +/-1.0 m on the ground the location of its services, and may nominate in writing any reasonable restrictions on the work it considers necessary to protect its services.
- 15.3 When excavating and working around buried services due care shall be taken to ensure the services are not damaged, and that bedding and backfill is reinstated in accordance with the appropriate WWA specification. Excavation within roadways is also subject to the permit process of the appropriate roading authority.
- 15.4 Any damage which occurs to a WWA service shall be reported to the WWA immediately. Repair costs will be charged and recovered from the person or company who has caused the damage.

### **16. CUSTOMERS DRAINAGE SYSTEM**

- 16.1 General
  - 16.1.1 The customer's drainage system is governed by the Building Act from inside the building to the point of discharge. The WWA may not impose anything on the customer which is more onerous than is contained in the New Zealand Building Code.
  - 16.1.2 The customer's drainage system shall be designed, installed and maintained, both in its component parts and in its entirety, to ensure that it complies with the Building Act and the New Zealand Building Code.
  - 16.1.3 Drainage from premises constructed, or for which construction was commenced, prior to the coming into force of the Building Act, does not need to be upgraded to meet the requirements of the New Zealand Building Code. If however any work is required on the customer's drainage system, arising from:

- (a) The issuing of a defect notice;
- (b) Alteration to the premises;
- (c) Change of use of the premises;

then any such work shall meet the requirements of the New Zealand Building Code.

- 16.1.4 Customers with discharges from premises not covered by the Building Act and the New Zealand Building Code shall nevertheless have a drainage system which complies with the Building Act and Code.

## **17. INFLOW AND INFILTRATION**

- 17.1 Stormwater shall be excluded from the wastewater system by ensuring that:
- a. There is no direct connection of any stormwater pipe or drain to the wastewater system – unless the wastewater system has been specifically designed as a combined wastewater/stormwater system;
  - b. Gully trap surrounds are set above stormwater ponding levels (refer New Zealand Building Code G13), or secondary overland flow path flood levels;
  - c. Inspection covers are in place and are appropriately sealed.
- 17.2 Stormwater which is contaminated may be accepted as a trade waste discharge. Refer to the Trade Waste Bylaw.
- 17.3 For large impervious areas (e.g. stock yards or truck washing facilities), specific provision shall be made for a permanent barrier which will prevent water from outside the confines of the facility from entering the wastewater system. This could be by way of a nib wall, speed humps, or appropriately graded surrounds.
- 17.4 Where it is impractical to cover a large impervious area, consideration shall be given to a system which detains run-off from the “first foul flush” for ultimate disposal to the wastewater system, with subsequent run-off disposal as stormwater.
- 17.5 Private drains shall be kept and maintained in a state which is free from cracks and other defects which may allow infiltration.

## **18. PUMP STATIONS**

- 18.1 **General**  
Private wastewater pump stations will be approved only where there are no practical alternatives for a gravity flow discharge to the public sewer.
- 18.2 **Single ownership**  
A private wastewater pump station for a single dwelling unit represents an alternative solution in terms of the Building Act. As such, the customer (owner) will be required to demonstrate that the pump station complies with the provisions of the New Zealand Building Code when seeking a consent.
- 18.2 **Multiple ownership**  
A private wastewater pump station serving more than one residential dwelling unit requires a compliance schedule as well as an annual building warrant of fitness in order to meet the requirements of the Building Act.
- A “Common Pump Station Agreement” shall be required between the parties, including appropriate maintenance of rising mains. It shall be registered against the Certificate of Title of each party.

The combined rate of discharge to the public sewer shall not exceed the rate specified by the WWA.

18.4 **Swimming pools**

Customers with swimming or spa pools shall be required to demonstrate that the pool drain has been fitted with a flow limiting device to ensure the discharge does not exceed the maximum instantaneous flow requirement of 2.0 litres/sec.

**19. PAYMENT**

19.1 Payment for the discharge of wastewater and related services shall be in accordance with the WWA schedule of rates and charges.

19.2 Because of the procedures involved in setting charges as part of a bylaw, the items included in the schedule of rates and charges, and the terms on which they will be charged shall be made by resolution under the annual plan of the Council. Refer to Schedule G for an example list of payment items and terms.

**20. BREACHES AND REMEDIES**

20.1 Powers

20.1.1 Powers to enforce penalties relating to the discharging of wastewater by customers are given to the WWA by a number of acts. The Local Government Act deals specifically with trade wastes. Other relevant pieces of legislation are more indirect in application. The Rating Powers Act allows for action to be taken when rates are unpaid, and payment for discharge can be treated as a rate.

20.1.2 **The relevant legislation includes:**

Local Government Act 2002	Part IX
Rating Powers Act 1988	Part VIII
Health Act 1956	Part II
Building Act 2004	Part III

20.1.3 **Failure to pay**

Any money owing for charges and rates for wastewater services becomes a charge on the land. An example of a Memorandum of Encumbrance and Deed of Covenant is given in Schedule A and Schedule B. The memorandum, once registered, will run with the land, and will bind successive landowners. Further, the memorandum specifically provides that when a person, bound by it, transfers the land, then that person ceases to have any liability or obligations under the memorandum.

**SCHEDULE A**

**EXAMPLE OF A MEMORANDUM OF ENCUMBRANCE**

**MEMORANDUM OF ENCUMBRANCE FOR SECURING A SUM OF MONEY**

..... of ..... (hereinafter

together with his/her successors, assigns and personal representatives called "**the Owner**") being registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interest as are notified by Memorandum underwritten in that parcel of land containing by admeasurement

..... square metres more or less being Lot ..... Deposited Plan .....

and being all the land comprised and described in Certificate of Title .....

**AND** desiring to render the land available for the purpose of securing to and for the benefit of the

**GREY DISTRICT COUNCIL** the rent charge hereinafter mentioned does hereby encumber

the land for the benefit of the **GREY DISTRICT COUNCIL** with the annual rent charge of **TEN THOUSAND DOLLARS** (\$10,000) (plus GST) to be raised and paid at the times and in the manner following, that is to say in one (1) annual sum on the 1st day of .....

199..... and on the 1st day of ..... in every year thereafter **PROVIDED ALWAYS**

that if during the twelve (12) months immediately preceding the 1st day of ..... in any year there shall have been no breach of any of the obligations of the Owner under the Deed, a copy of which is attached hereto, then the annual rent charge payable on such 1st day of ..... shall be reduced to **ONE DOLLAR** (\$1.00) **AND** the Owner covenants that he/she shall at all times perform and observe all the obligations and covenants as set out in the Deed.

**AND PROVIDED ALSO** that if and whenever the obligations of the Owner under the Deed shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this Memorandum of Encumbrance shall be wholly discharged by the **GREY DISTRICT COUNCIL**.

**AND PROVIDED ALWAYS** that if and when the said ..... or the

registered proprietor for the time being of the land sells, transfers or transmits their interest in the land or

any part thereof, then all liability of the said ..... or the said registered proprietor thereof for the time being shall immediately cease and he/she or they shall be released as from the date of the said sale, transfer or transmission **TO THE INTENT** that the liability under this Memorandum of Encumbrance and Deed is only to run with the registered proprietor for the time being of the said land or part thereof.

**AND SUBJECT AS AFORESAID** the **GREY DISTRICT COUNCIL** shall be entitled to

all the powers and remedies given to Mortgagees and rent chargees by the Land Transfer Act 1952 and the Property Law Act 1952.

**SCHEDULE B**

**EXAMPLE OF A DEED OF COVENANT**

**THIS DEED** made the ..... day of 199...

**BETWEEN**.....of .....

(hereinafter together with his/her successors, assigns and personal representatives called "**the Owner**") of the first part

And **THE GREY DISTRICT COUNCIL** (hereinafter with its successors and assigns called "**the Council**") of the second part

**WHEREAS**

- A. The Owner is the registered proprietor of an estate in fee-simple in the land described in the Schedule hereto ("**the land**") and
- B. A carport has been erected on part of the land and
- C. A stormwater sewer and a foul sewer of the Council runs through the land and partly under the area over which the carport has been erected
- D. The carport's position partly over the said sewers is a contravention of and constitutes a continuing breach of the bylaws of the Council as the Owner does hereby admit and by reason thereof the Council would not ordinarily agree for the carport to remain in its present position but has nevertheless agreed for the carport to remain in consideration of the Owner entering into these premises in manner hereinafter appearing.

**NOW THIS DEED WITNESSES** that in consideration of the aforesaid premises the Owner hereby agrees with the Council as follows:

- 1. **THE** carport covering the said sewers shall remain in its present position and shall not at anytime be covered in. The Owner shall not make any alterations or modifications to the said carport except pursuant to this Deed or in accordance with a permit issued by the Council.
- 2. **EXCEPT** in the case of an emergency (as determined in the sole and absolute discretion of the Council), any work carried out by the Council pursuant to this Deed will be carried out during the normal working hours of employees of the Council.
- 3. **THE** granting of the permission by the Council for the said carport to remain in its position is on the strict condition that all the agreements and provisions hereof on the part of the Owner shall be complied with faithfully in all respects and is without prejudice (in the event of any default by the Owner hereunder) to the right of the Council to exercise all or any of the rights, powers and remedies whether civil or criminal conferred upon the Council by the Council's bylaws or by statute or otherwise.

4. **THE** Owner hereby agrees to indemnify the Council from and against all costs (including costs as between Solicitor and client), damages and expenses, claims, actions and proceedings of or against the Council in consequence of or arising out of any breach by the Owner of the agreements and

provisions hereof and/or the exercise by the Council of any rights, powers and remedies available under this Deed. ►

5. **IN** addition to clause 4 hereof the Owner accepts that the Council will not be liable for any damage to the said carport arising directly or indirectly from a partial or total collapse of either or both the sewers, and will be responsible for the removal of the carport or parts thereof in the event of any such damage as requested by the Council.

6. **ALL** costs (including costs as between solicitor and client) of and incidental to this Deed (including the preparation thereof) and the Memorandum of Encumbrance aforesaid (including the preparation and registration thereof against the Title of the land) shall be borne by the Owner and shall be paid prior to and as a condition of the Council's granting of the permit aforesaid.

7. **IT** is hereby acknowledged and declared by the Council that if and when the said

..... or the registered proprietor for the time being sell, transfer

or transmit their interest in the land or any part thereof, then all liability of the said

..... or the said registered proprietor thereof for the time being shall immediately cease and he/she or they shall be released as from the date of the said sale, transfer or transmission **TO THE INTENT** that the liability under this Deed of Covenant and Memorandum of Encumbrance made in pursuance thereof is only to run with the Owner for the time being of the said land or part thereof.

**IN WITNESS WHEREOF** these presents have been executed the day and year first before written.

SIGNED BY .....)

in the presence of)

THE COMMON SEAL of) THE GREY DISTRICT COUNCIL)

MAWHERA was hereon affixed in the presence of)



DIAGRAM FOR CONNECTION LOCATION  
See overleaf



## CONDITIONS

### THIS CONSENT IS VALID FOR SIX MONTHS FROM THE DATE APPLICATION IS APPROVED UNLESS OTHERWISE STATED

- |  |   |
|--|---|
| <p><b>1 GENERAL</b></p> <p>1.1 No physical works shall commence on, in, over or under any area applied for until formal consent by Council/NZTA is granted.</p> <p>1.2 Any information provided on this consent which is found to be incorrect after the consent being granted shall result in the consent automatically being revoked. The applicant will be required to carry out any remedial works as determined by the Council and/or NZTA, all at the applicant's cost.</p> <p>1.3 All Council services, excluding "Entranceway Crossing", are to be provided by Contractors approved by Council. All works on the State Highways are to be carried out by NZTA approved contractors.</p> <p>1.4 Entranceway Crossings –Council/NZTA shall determine the type of entranceway crossing required and provide the necessary construction drawings to the applicant. The entranceway crossing shall be constructed in accordance with the construction drawings.</p> <p>1.5 Applicant to supply Council and/or NZTA as-built plans of works carried out within 10 working days of completion of works.</p> <ul style="list-style-type: none"> <li>• Where work is carried out on local roads only plans are to be forwarded to Council.</li> <li>• Where work is carried out on State Highways plans are to be forwarded to both Council and NZTA's agents.</li> </ul> <p>1.6 Two approvals maybe necessary where work is proposed on State Highways as Council as well as NZTA may have services in the area.</p> <p>1.7 If you are applying to connect to a Council reticulated system you have attached a site connection plan for consideration in the approval of this consent.</p> | <p><b>2 WORK CARRIED OUT BY APPLICANT</b></p> <p>2.1 Applicants are advised that, once the consent is given, they are responsible to ensure the health and safety of the general public in and around the area they are working.</p> <p>2.2 The applicant is to take special measures to protect footpaths, kerbing, berms, roadway and other Council/NZTA services and property on road reserve from damage.</p> <p>2.3 The special measures shall include trench protection or barricading where foot access along the public footpath is disrupted. The applicant is to provide and maintain safe footpath access for pedestrians free of any sudden dips or obstructions at all times.</p> <p>2.4 A Traffic Management Plan WILL BE REQUIRED if the works being carried out are on any existing footpath or within 5m of any formed roadway. It is the responsibility of the applicant to engage a suitably qualified contractor/person to carry out Traffic Management on site. Only Traffic Management plans submitted by a NZTA Certified STMS prepared in accordance with the COPTTM (Code of Practice For Temporary Traffic Management) and/or The Local Roads Supplement to COPTTM may be accepted/approved. When a TMP is required, NO WORKS shall be carried out until a plan has been Approved By either GDC or NZTA Representative (Fulton Hogan).</p> <p>2.5 Some underground services covers may not be suitable for vehicle crossings (eg, black polythene lids used by Telecom over their cable jointing pits). Written approval from the appropriate network utility operator (GDC, Chrous, ElectroNet, Electrix, etc) shall be obtained to locate entranceways over underground service covers.</p> <p>2.6 In carrying out the Utility works described overleaf you agree that you have read the "Guidlines for Connection to Council Reticulated Services – Water, Sanitary Sewer and Stormwater" pamphlet and will use the specified material and components.</p> |
|--|---|

**Applicants are to advise the Council (Ph: 03 769 8611) for work done on local roads and state highways. Applicants are also to advise NZTA's agent Fulton Hogan (Ph: 03 768 7880) for work done on state highways.**

**ANY DAMAGE to Council or NZTA's property is to be reinstated (WITHIN 10 WORKING DAYS) at the applicant's cost to the satisfaction of Council/NZTA. If the applicant fails to reinstate to the required standards or fails to provide adequate traffic control or safe access for pedestrians, Council/NZTA will arrange to have the necessary work carried out and will recover all associated costs.**



Applicants are to advise the above on the day which the work is to commence and again on completion so an inspection can be carried out.

## **PROPOSED UTILITIES CONNECTION SITE PLAN**

Diagram of the site indicating the proposed connection position – Show all measurements from permanent structures. i.e. buildings, kerb and channel, Manholes etc

Council can supply one aerial photo for this purpose

**THIS CONSENT IS VALID FOR SIX MONTHS FROM THE DATE APPLICATION IS APPROVED UNLESS OTHERWISE STATED**