

WASTEWATER DRAINAGE BYLAW 2018

1 PRELIMINARY PROVISIONS

- 1.1 This Bylaw is the Wastewater Drainage Bylaw, as reviewed from the 2008 Consolidated Bylaw.
- 1.2 This Bylaw is made under the Local Government Act 2002 and every other power vested in the Council to make bylaws and regulate activities in public places.

Explanatory Notes:

The Council is required to review its bylaws periodically. The reviews of this bylaw in 2008 and 2018 have retained the original wording established by the New Zealand Standards except where legislation has altered, in which case appropriate amendments have been made to the bylaw.

The Council also has powers under the Building Act 2004, Building Regulations 1992 (including the New Zealand Building Code), Hazardous Substances and New Organisms Act 1996, Hazardous Substances and New Organisms Regulations 2001, Health Act 1956, Land Transfer Act 1952, Property Law Act 1952, Rating Powers Act 1988 and the Resource Management Act 1991 concerning wastewater drainage. The powers within these Acts and Regulations are not necessarily repeated in this Bylaw.

2 PURPOSE

- 2.1 This Bylaw is for wastewater drainage from both domestic and trade premises to the Council's wastewater system. The quality and quantity limits that separate domestic wastewater from trade waste are to be found in the Council's Trade Waste Bylaw.
- 2.2 Part 1 is the Bylaw for wastewater drainage from both domestic and trade premises to the Council's wastewater system. In general, only matters that are not covered by existing legislation or regulations are included.
- 2.3 Part 2 is the Policy for how the Council will interpret the legislation and the Bylaw in its day to day operation of the wastewater system for domestic customers, and also the domestic wastewater aspects of trade premises.

3 COMMENCEMENT

- 3.1 This Bylaw comes into force on 5 November 2018

PART 1 WASTEWATER DRAINAGE

4 INTERPRETATION AND DEFINITIONS

4.1 The provisions of the Administration Bylaw 2018 form part of this Bylaw.

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

ACCEPTABLE DISCHARGE means a wastewater with physical and chemical characteristics that comply with the requirements of the Council as scheduled in the Trade Waste Bylaw.

APPROVAL means approved in writing by the Council, either by resolution of the Council or by a Council officer authorised for that purpose.

BURIED SERVICES means all public sewers, rising mains, trunk sewers and other underground utilities under the responsibility of the Council.

CERTIFICATE OF TITLE means a certificate registering the freehold ownership of land available to any owners(s) under the Land Transfer Act 1952.

CHARACTERISTIC means any of the physical or chemical characteristics of a trade waste referred to in the Trade Waste Bylaw.

COUNCIL means the Tararua District Council.

CUSTOMER means a person who either discharges, or has obtained consent to discharge or direct the manner of discharge of wastewater from any premises to the public sewer of the Council.

DEED OF COVENANT means an agreement whereby a party stipulates as to the truth of certain facts, or binds himself to give something to another, or to do or not to do any act.

DISCONNECTION means the physical cutting and sealing of the drain from a premise.

DOMESTIC WASTEWATER 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 clause 8.

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. This section of drain is owned and maintained by the customer (or group of customers).

DRAINAGE DISTRICT means the district or part thereof of the Council for which a drainage system may be provided.

INFILTRATION 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.

INFLOW means water discharged into a private drain from non-complying connections or other drain laying faults. It includes storm water entering through illegal down pipe connections or from low gully traps.

LEVEL OF SERVICE means the measurable performance standards on which the Council undertakes to receive wastewater from its customers.

MEMORANDUM OF ENCUMBRANCE 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.

PERSON includes a corporation sole and also a body of persons whether corporate or incorporate.

POINT OF DISCHARGE means the boundary between the public sewer and a private drain.

PREMISES means either:

- a. A property or allotment which is held under a separate certificate of title or for which a separate certificate of title may be issued and in respect to which a building consent has been or may be issued, or
- b. A building that has been defined as an individual unit by a cross-lease, unit title or company lease and for which a certificate of title is available, or
- c. Land held in public ownership (e.g. reserve) for a particular purpose.

PROHIBITED CHARACTERISTICS means wastewater that shall not be discharged into the council's wastewater drainage system, as scheduled in the Council's Trade Waste Bylaw.

PUBLICLY NOTIFIED means published on at least one occasion in a newspaper circulating in the Council's district, 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 Council.

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 sewer and lateral connections that carry away wastewater from the point of discharge. The public sewer is owned and maintained by the Council.

STORM WATER means all surface water run-off resulting from precipitation.

TERRITORIAL AUTHORITY (TA) means the Tararua District Council.

TRADE PREMISES means any premises used or intended to be used for carrying on any trade or industry, and includes any land or premises wholly or mainly used for agricultural or horticultural purposes.

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, storm water or domestic wastewater. Condensing or cooling waters, and storm water, which cannot practically be separated from wastewater, may be included subject to specific approval.

TRADE WASTE BYLAW means the bylaw of the Council regulating wastewater discharges from trade premises to a sewer.

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

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

5 ACCEPTANCE OF DISCHARGE

Domestic Wastewater

Every domestic premise within the Tararua District shall be entitled to have its wastewater accepted by the Council subject to:

- a. The premises lying within an area which is served by public sewers, and
- b. Payment of the appropriate rates and charges in respect of that premises in general and wastewater services in particular, and
- c. Fulfilment of the requirements of this bylaw.

6 APPROVAL TO CONNECT

No person other than the authorised agents of the Council, shall without approval, make any connection to or otherwise interfere with any part of the Council's wastewater drainage system.

7 CONTINUITY OF DISCHARGE

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

8 PREMISES

8.1 **Flow rate** - The maximum instantaneous flow rate discharged from a domestic premise shall not exceed 2.0 litres/sec. The Council may also set a maximum daily flow rate discharged from a domestic premise.

8.2 **Prohibited characteristics** - No wastewater with prohibited characteristics (as scheduled in the Council's Trade Waste Bylaw) shall be discharged into the Council system.

8.3 Access

8.3.1 **Access for inspection** - Except as specified for emergency conditions, the customer shall allow the Council, or its agents, access to and about the point of discharge for the purposes of monitoring, testing, and maintenance work between 7:30am and 6:00pm on any day. The Council 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 Council free access to and about the point of discharge at any hour.

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

8.4 **Prevention of inflow and infiltration** - The customer shall prevent any storm water or ground water entering the wastewater drainage system. This includes roof down pipes, surface water run-off, overland flow, and sub-surface drainage. For trade premises where storm water cannot be separated from wastewater refer to the Trade Waste Bylaw.

9 DISCONNECTION

9.1 Customers shall give 7 working days' notice in writing of their intention to demolish or remove any building connected to the sewer. Any demolition or removal shall not commence until the property has been disconnected from the sewer.

9.2 Customers shall give 2 working days' notice in writing to the Council of their requirements 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 sewers, the restrictions described in clauses 10.2 to 10.4 shall apply. Other restrictions may be applied by the Council 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

10.2.1 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 3.1 of NZS 3604.

10.2.2 Other public sewers

Buildings may be built over public sewers subject to the building developer:

- a. 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;
- b. Or if a. cannot be satisfied, carrying out remedial work or relaying the sewer to meet the requirements of c. and d.;
- c. 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;
- d. 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;
- e. Carrying out all work on and around the sewer in accordance with Council engineering standards;
- f. Registering the public sewer by a Memorandum of Encumbrance and Deed of Covenant against the Certificate of Title.

10.3 Loading or material over public sewers

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 New Zealand *Transport Agency Bridge Manual*).

No person shall place any additional material over or near a public sewer without approval.

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.

Explanatory Note: The definition of HN-HO-72 is now found in the NZ Transport Agency Bridge Manual SP/M/022 Third Edition, Amendment 1, Section 3.2, effective from September 2014.

10.4 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 Council wastewater system or the health and safety of Council staff or agents and the public, without taking all reasonable steps to prevent entry into the Council sewer from leakage, spillage or other mishap.

11.2 The occupier shall comply with the requirements of the Hazardous Substances and New Organisms (HSNO) Act 1996 and HSNO Regulations.

12 BREACHES AND REMEDIES

12.1 Defect notices In the event of a breach of statutory or other legal requirements, the Council 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 Council may charge a re-inspection fee.

12.2 If however the breach is such that public health, or safety considerations, or risk of consequential damage to Council assets is such that delay would create unacceptable results, the Council may take immediate action to rectify the defect, and recover all reasonable costs as set out in clause 12.3.

12.3 **Remedial work** - At any time after the specified period of clause 12.1 has elapsed, the Council 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.

13 OFFENCES AND PENALTIES

Any person who fails to comply with this bylaw commits an offence under section 239 of the Local Government Act 2002 and is liable on conviction to a fine of up to \$20,000.00.

This Bylaw was amended by the Tararua District Council by resolution at a Council meeting on 31 October 2018 and must be reviewed within ten years.

*Sealed with the Common Seal of the
Tararua District Council
In the presence of:*

[SEAL]

Mayor

Chief Executive

PART 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.

a. Statutory Act and Regulations

Building Act 2004 [BA]

Building Regulations 1992 (including the New Zealand Building Code)

Hazardous Substances and New Organisms Act 1996

HSNO Regulations 2004

Health Act 1956 [HA]

Health and Safety *at Work Act 2015*

Health (Drinking Water) Amendment Act 2007

Land Transfer Act 1952

Local Government Act 1974 [LGA 1974]

Local Government Act 2004 [LGA 2002]

Plumbers, Gasfitters and Drainlayers Act 2006

Property Law Act 1952

Rating Powers Act 1988 [RPA]

Resource Management Act 1991 [RMA]

b. Codes and Standards

New Zealand Building Code [NZBC]

Tararua Wastewater Drainage Bylaw 2000 [WDB]

Tararua Trade Waste Bylaw 2000 [TWB]

Tararua Water Supply Bylaw 2016, Part 2

Tararua District Council Asset Management Plan for Wastewater services

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 14 of this Policy and clause 8 of the Wastewater Drainage bylaw).

No domestic wastewater shall:

- a. Exceed the substance limits scheduled in the Council Trade Waste Bylaw;
- b. Contain the substances prohibited in the 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 that 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 Council 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 clauses 14 and 15 for the customer's obligations and remedies to Council.

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 Council's Trade Waste Bylaw.

4 APPLICATION TO CONNECT

4.1 Domestic wastewater

Every application for a wastewater service connection shall be made in writing on the standard Council form together with the prescribed charges. The applicant shall provide all the details required by the Council. An application shall be made whether or not a public sewer has already been laid up to the point of discharge.

Explanatory note: the information required from applicants is found in Schedule D; the Water / Sewer Connection Application form is available from the Council offices or on the website at http://www.tararua.govt.nz/Publications/Forms_Information

4.2 Trade waste

Refer to the Council's Trade Waste Bylaw.

4.3 Domestic wastewater and trade waste

Where an application has been accepted by the Council which requires a new public sewer connection to be constructed from the existing public sewer to the point of discharge, the customer shall pay such charges as fixed by the Council for this work. The Council shall supply and install the public sewer up to the point of discharge except as provided for in clause 4.5, in the case of subdivisions.

4.4 Refer to clauses 14 and 15 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 are covered by way of rules in Section 5.1.2 in the Tararua District Plan.

5 POINT OF DISCHARGE

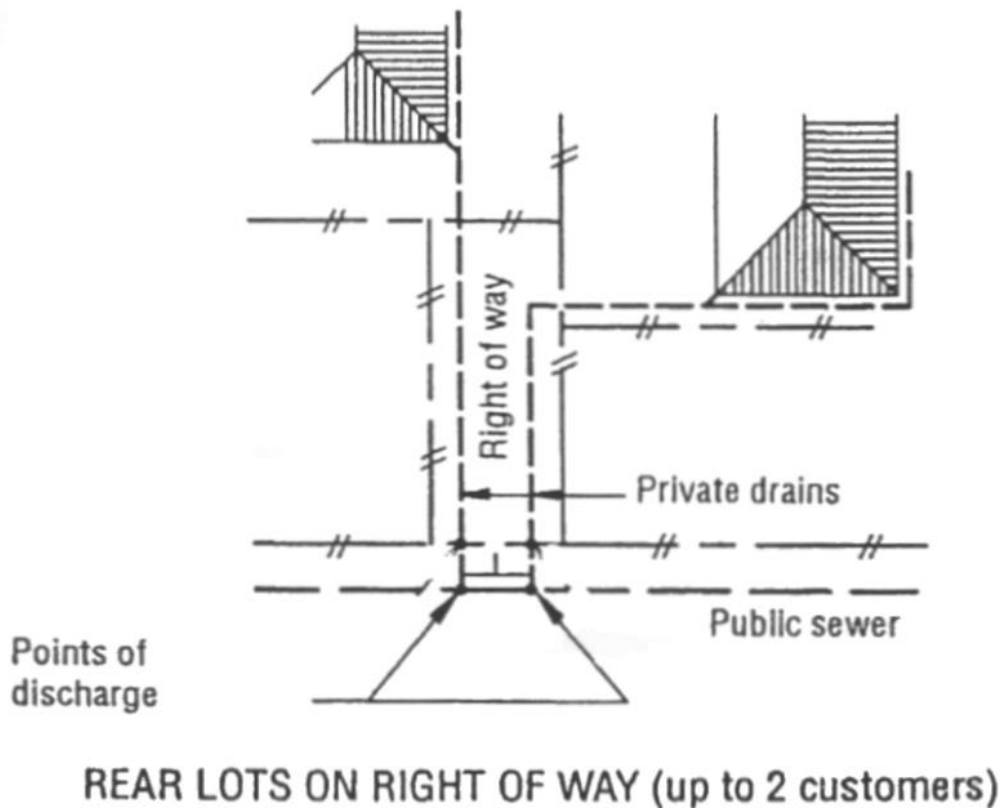
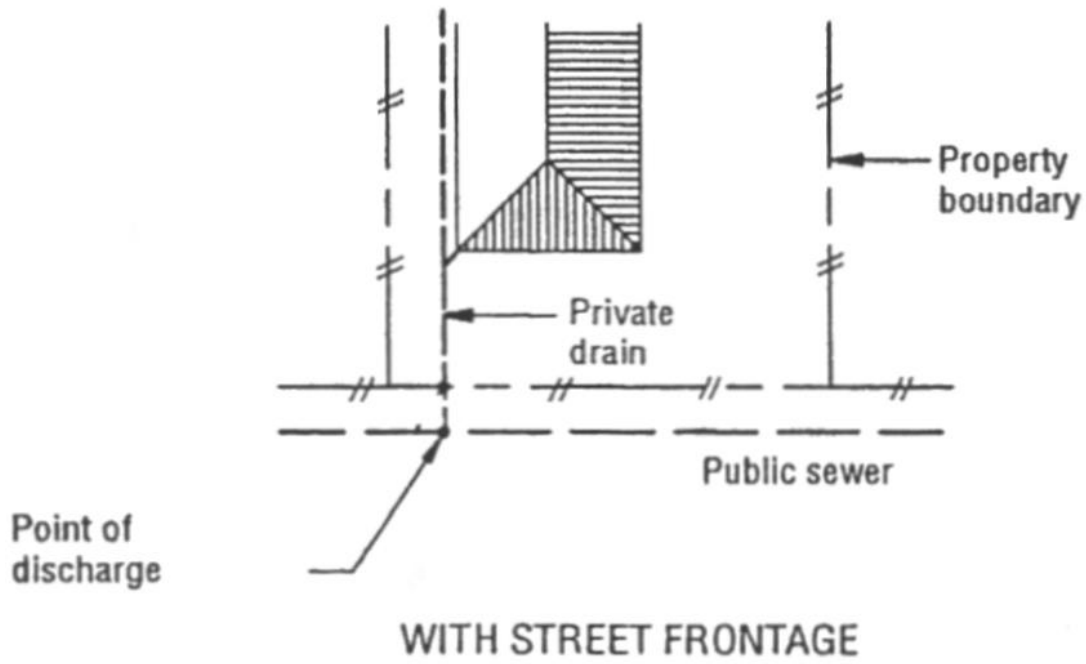
5.1 General

The point of discharge from a customer shall be the point on the public sewer that marks the boundary of responsibility between the customer and the Council, irrespective of property boundaries. Unless otherwise approved there shall be one point of discharge only for each premises, and any 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, 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 Council and also recorded on the drainage plan.

POINT OF DISCHARGE LOCATION – EXAMPLE FIGURES



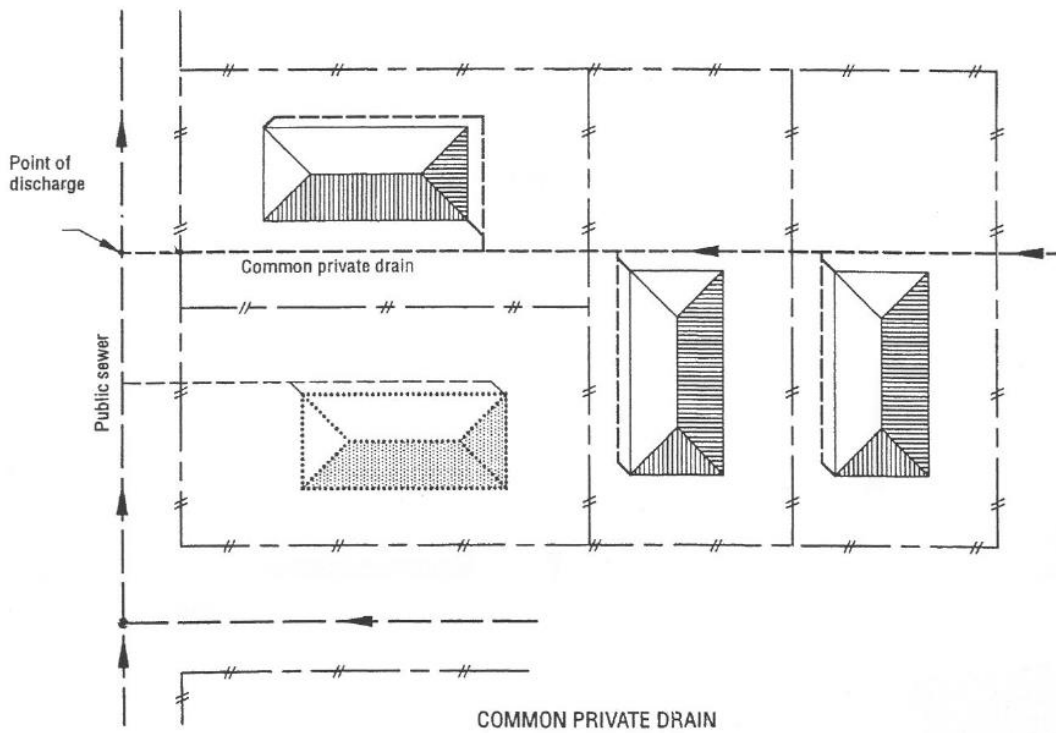
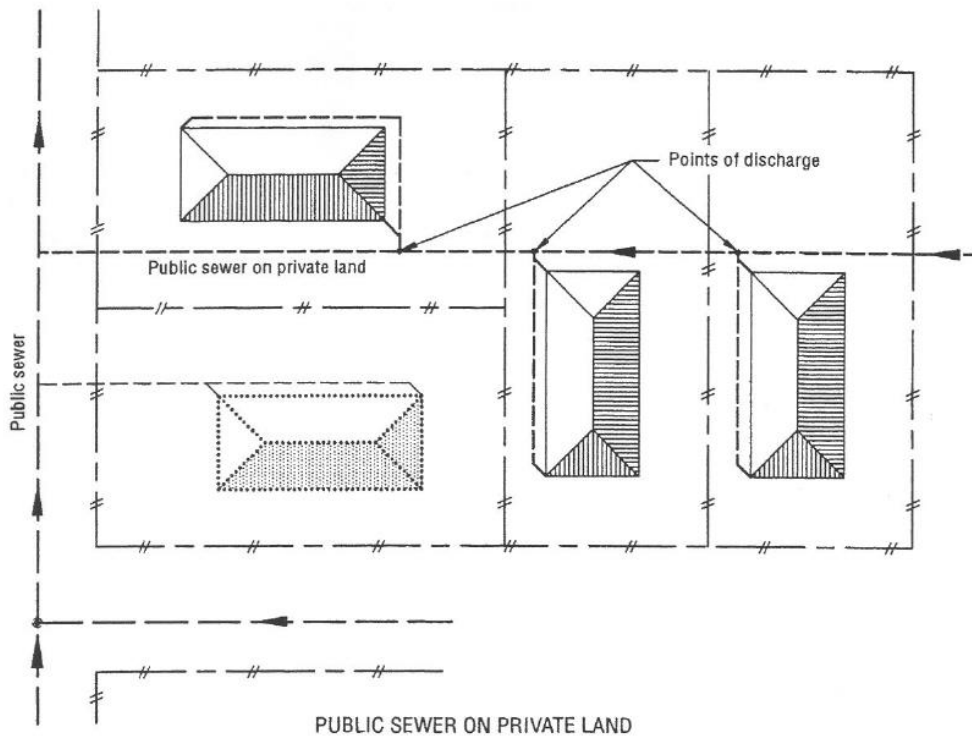
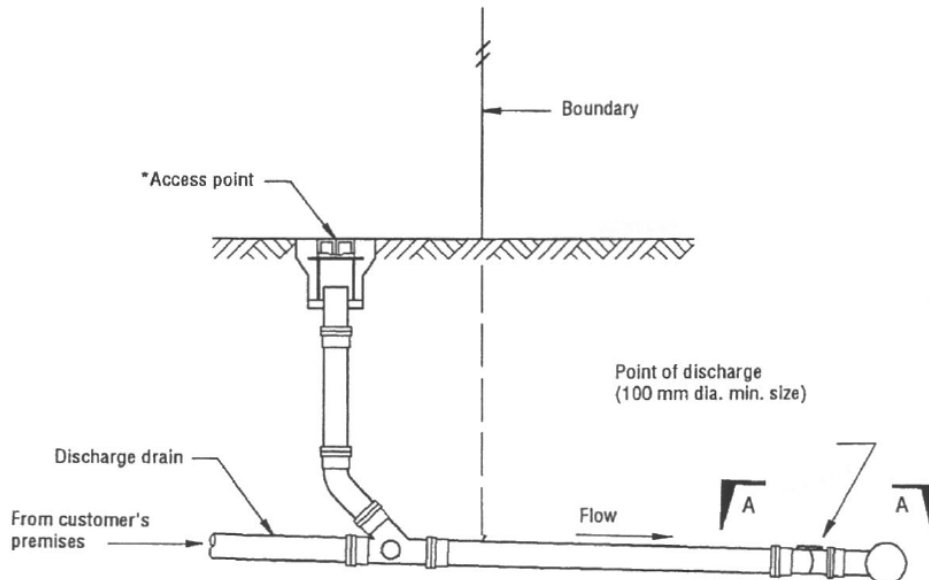


Figure 2.1 – Point of discharge location – single dwelling units

5.3 Layout

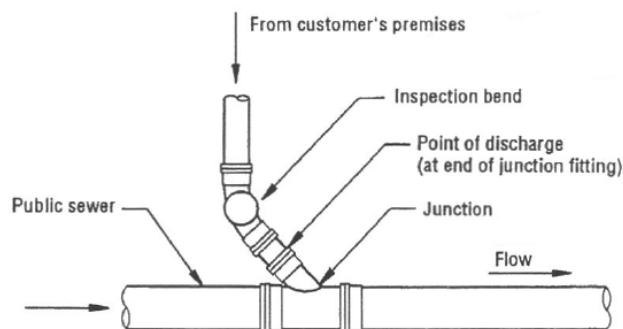
The typical layout at a point of discharge is shown in figure 2.2.

LAYOUT AT POINT OF DISCHARGE – EXAMPLE FIGURES



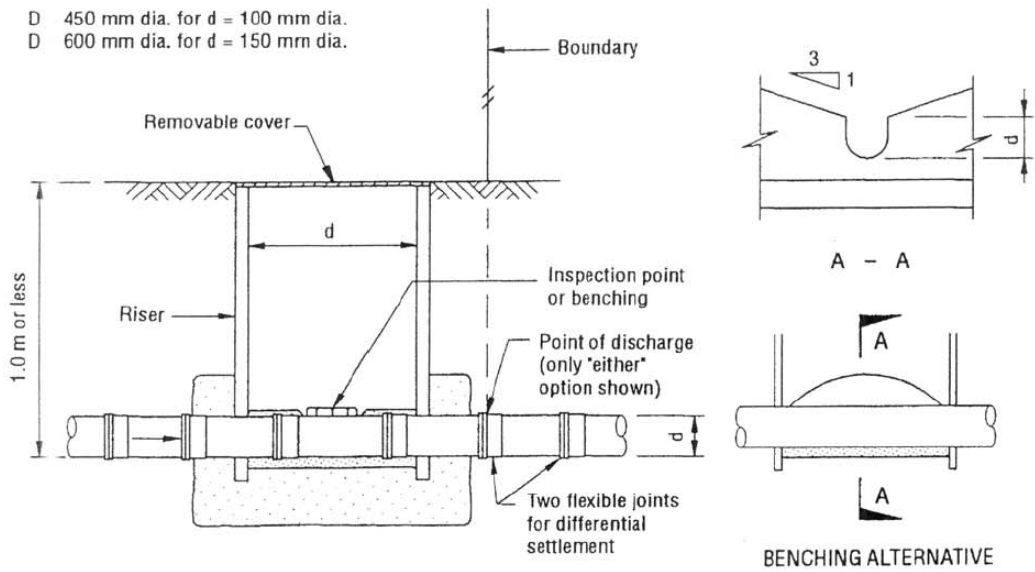
* Rodding point shown. Refer New Zealand Building Code for the allowable types of access points.

EXAMPLE 1 – DOMESTIC DISCHARGE

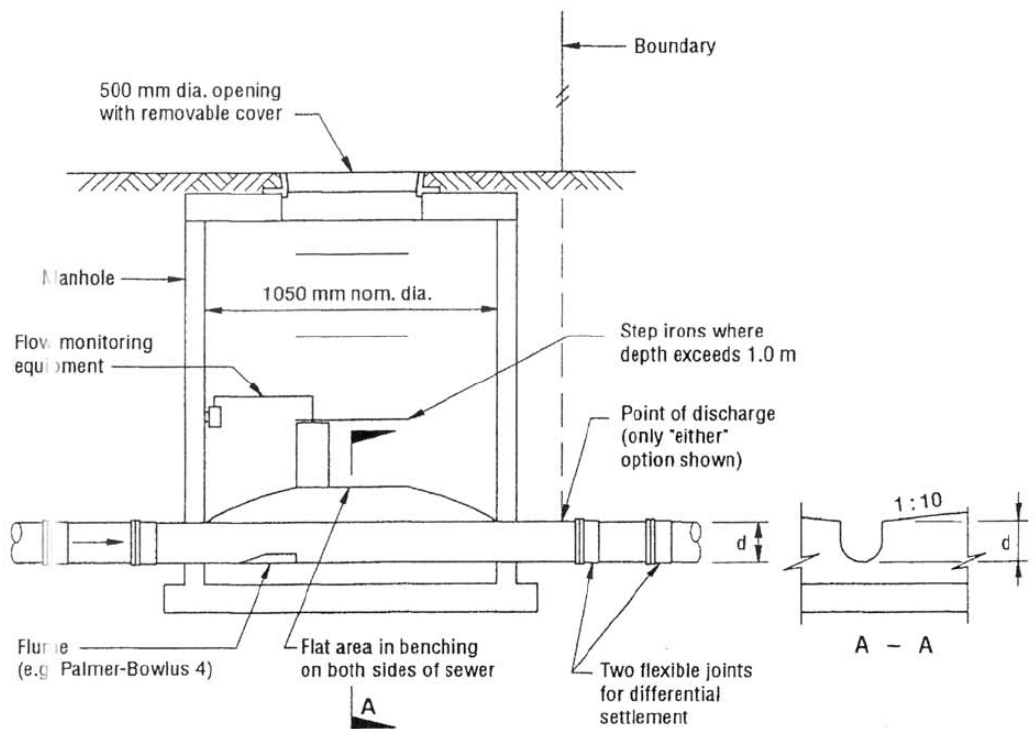


PLAN VIEW

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



EXAMPLE 3 – 'CONTROLLED' TRADE WASTE DISCHARGES, NOT GREATER THAN 1.0 METRE DEEP



EXAMPLE 4- OTHER TRADE WASTE DISCHARGES

Figure 2.2 – Typical layout at point of discharge

5.4 Multiple ownership

- a. The point of discharge for the different forms of multiple ownership of premises and/or land shall be as follows:
 - i For company share/block scheme (body corporate) – as for single ownership;
 - ii 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 Council. 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.
- b. Each owner's point of discharge must be approved by the Council and recorded on the drainage plan. Other arrangements shall be considered only where there are advantages to the Council.

5.5 Common private drains

- a. Common private drains shall serve a maximum of 7 single dwelling units, and may also have one point of discharge only (in common).
- b. Common drains shall be covered by a certificate from the Council recording the rights of each party, which is registered against the Certificate of Title.

6 LEVEL OF SERVICE

The Council shall provide wastewater services in accordance with the level of service contained in its 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).

Explanatory Note: The Council wastewater management systems are governed by the following principles:

1. *Provide reliable wastewater services.*
2. *Minimise the risk to public health and the environment.*
3. *Council will respond quickly when things go wrong.*
4. *Council service will meet customer expectations.*

The measures for these principles are found in the Tararua Asset Management Plan 2015 and planning for wastewater is contained in the Long Term Plan.

7 LIABILITY

The Council shall endeavour to meet the level of service requirements of 2.6, 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.

8 EMERGENCY

- 8.1 Natural hazards (such as floods or earthquakes) or accidents beyond the control of the Council which result in disruptions to the ability of the Council to receive wastewater, will be deemed an emergency, and exempted from the levels of service requirements of 2.6.
- 8.2 During an emergency the Council may restrict or prohibit the discharge of wastewater for any specified purpose, for any specified period, and for any or all of 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 Council authorised for that purpose subject to subsequent Council ratification.

9 MAINTENANCE AND REPAIR

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

10 BLOCKAGES

- 10.1 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 the private drain.
- 10.2 If the drainlayer finds that the blockage is within the public sewer, then the drainlayer shall contact the Council who shall clear and remove the blockage and clean up all affected areas. 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 discharging a nonacceptable wastewater, then the Council shall reimburse the customer for actual and reasonable drainage costs. If otherwise, the Council shall recover the costs of unblocking work from the customer.

11 TREES

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 Council procedure shall follow that set out in Local Government Act 1974 s.468.

Explanatory Notes: the law does not differentiate between a public sewer on private or public land, i.e. occupiers or owners cut down or remove trees at their expense with no compensation payable.

The provisions of section 468 remain in force at the time of review and are reproduced in Schedule E of this Bylaw.

12 WORKING AROUND BURIED SERVICES

- 12.1 The Council 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.
- 12.2 Any person proposing to carry out excavation work shall view the as-built information to establish whether or not Council services are located in the vicinity. At least 3 days' notice in writing shall be given to the Council of an intention to excavate in the vicinity of its services. Where appropriate the Council 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.
- 12.3 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 Council specification. Excavation within roadways is also subject to the permit process of the appropriate roading authority.
- 12.4 Any damage, which occurs to a Council service, shall be reported to the Council immediately. Repair costs may be charged for.

13 CUSTOMER'S DRAINAGE SYSTEM

13.1 General

- a. The customer's drainage system is governed by the Building Act from inside the building to the point of discharge. The Council may not impose anything on the customer that is more onerous than is contained in the New Zealand Building Code.
- b. 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.
- c. 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:
 - i The issuing of a defect notice;
 - ii Alteration to the premises;
 - iii Change of use of the premises.

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

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

13.3 Inflow and infiltration

Storm water shall be excluded from the wastewater system by ensuring that:

- a. There is no direct connection of any storm water pipe or drain to the wastewater system – unless the wastewater system has been specifically designed as a combined wastewater/storm water system;
- b. Gully trap surrounds are set above storm water 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.

13.4 Storm water that is contaminated may be accepted as a trade waste discharge. Refer to the Trade Waste Bylaw.

13.5 For large impervious areas (e.g. stockyards 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.

13.6 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 storm water.

13.7 Private drains shall be kept and maintained in a state that is free from cracks and other defects, which may allow infiltration.

13.8 Pump stations

General

Private wastewater pump stations will be approved only where there are no practical alternatives for a gravity flow discharge to the public sewer.

13.9 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.

13.10 Multiple ownership

A wastewater pump station serving more than one residential dwelling unit, which remains in private ownership, requires a compliance schedule as well as an annual building warrant of fitness in order to meet the requirements of the Building Act.

13.11 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.

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

13.13 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.

14 PAYMENT

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

14.2 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 in the annual plan of the Council. Refer to Schedule C for an example list of payment items and terms.

15 BREACHES AND REMEDIES

15.1 Powers

Powers to enforce penalties relating to the discharging of wastewater by customers are given to the Council 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.

Explanatory note: The relevant legislation includes:

Local Government Act 1974

Local Government Act 2002

Rating Powers Act 1988

Health Act 1956

Building Act 2004

15.2 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.

This Bylaw was made by the Tararua District Council by resolution at a council meeting on 31 October 2018 and must be reviewed within five years.

*Sealed with the Common Seal of the
Tararua District Council
In the presence of:*

[SEAL]

Mayor

Chief Executive

SCHEDULE A
EXAMPLE OF A MEMORANDUM OF ENCUMBRANCE

MEMORANDUM OF ENCUMBRANCE FOR SECURING A SUM OF MONEY

[Insert Name]..... of *[Insert Address]*
(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 TARARUA DISTRICT COUNCIL the rent charge hereinafter mentioned does hereby encumber the land for the benefit of the TARARUA 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 *[Insert month]*20..... and on the 1st day of *[Insert month]* in every year thereafter PROVIDED ALWAYS that if during the twelve (12) months immediately preceding the 1st day of *[Insert month]* 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 TARARUA DISTRICT COUNCIL.

AND PROVIDED ALWAYS that if and when the said *[Insert name]*.....
.....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 *[Insert name]* 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 TARARUA 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 *[Insert date]*.....day of *[Insert month]*.....20.....

BETWEEN *[Insert name]*..... of *[Insert address]*.....

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

AND THE TARARUA 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 *[description of building, e.g. carport]* has been erected on part of the land and
- C. A storm water 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 in 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 any time 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 [insert name]..... 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 [insert name]..... 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)

Print name of witness:

Address of witness:

THE COMMON SEAL OF)
 THE TARARUA DISTRICT COUNCIL)
 was hereto affixed in the presence of)

..... MAYOR

..... CHIEF EXECUTIVE

SCHEDULE C
PAYMENT ITEMS AND TERMS – EXAMPLE LIST

Item	Terms
Uniform annual (sewer or drainage) charge	A separate charge for wastewater drainage and disposal, which is uniform within the Council area, or for areas within it.
Rates	Wastewater charges included in property rates.
Uniform WC levy (“pan charge”)	A uniform levy on each WC or urinal in each premise.
Connection fee	Payable on application for connection to discharge point.
Public sewer fee	Payable where a new public sewer connection is required from the existing public sewer to the point of discharge. Flat fee providing public sewer in street adjacent to property.
Deposit	Additional fee payable on application for connection to discharge if required.
Special rates for loan charges	Additional rates for servicing loans raised for the purposes of constructing or improving the Council’s wastewater system.
Re-inspection fee	A fee payable for each re-inspection visit by the Council where the customer has not remedied a previously issued default notice.
Disconnection	A fee payable for disconnection of a discharge connection.
Financial contribution	A payment to be made on connection to the sewer for offsetting the impact of development on the system capacity. Such payments shall be defined in the District Plan of the Council and shall be for the purpose of improving system capacity (reticulation, pumping, treatment).

SCHEDULE D
INFORMATION REQUIRED FOR WASTEWATER CONNECTION

Name of applicant

Address of Premises

Postal Address of Owner

Contact name, phone number and address for further enquiries concerning this application

Are premises already connected? Y / N

What connections are required?

Date connection required by

Valuation number

Lot number

DP number

Diagram of the required connection(s)

SCHEDULE E
Local Government Act 1974 Section 468

Tree roots obstructing public drains

- (1) *The Council may, by notice in writing under the hand of the chairman or the principal administrative officer, require the occupier or, in any case where there is no occupier, the owner of any land within the district to cut down or remove any tree on that land, or any specified part of any such tree, the roots of which in the opinion of the council enter or are likely to enter any public drain.*
- (2) *Within 10 days after service of the notice, the occupier or owner, as the case may be, may apply to a District Court for an order setting aside the notice.*
- (3) *On the hearing of the application, the court, whose decision shall be final, shall determine whether the notice should or should not be set aside, and in the former case the notice shall be deemed to be void.*
- (4) *In the case of a notice which is not set aside as aforesaid, if the occupier or owner, as the case may be, fails to do any such act in compliance therewith within 1 month from the service thereof, or, where application as aforesaid has been heard, then within 1 month after the giving of the decision of the court, he commits an offence and is liable on conviction to a fine not exceeding \$5 for every day during which the failure has continued, and the council, by its officers, or agents, may enter on the land and do that act and recover the cost from him.*
- (5) *The said cost shall be a charge upon the land.*
- (6) *The council may remove, cut down, or grub up, as the case may be, any tree to which subsection (1) applies, or, as the case may be, any specified part of any such tree, after the giving of oral notice by the principal administrative officer or other authorised officer of the council to the occupier, or, where there is no occupier, to the owner, of the land, if life, property, or any road is in imminent danger. The cost of the work shall be a charge against the land as if notice had been given under subsection (1) and had not been set aside by a District Court.*
- (7) *For the purposes of this section the term cut down means cutting down and keeping cut down or removing or controlling by chemical means the stem and roots of any tree so as to prevent its throwing out any leaf, offshoot, or flower.*