

SCHEDULE 5 OF PART 4 – TRADE WASTE AND WASTE WATER

WASTEWATER DRAINAGE POLICY FOR THE DISCHARGE AND ACCEPTANCE OF WASTE WATER

1. Introduction

The discharge and acceptance of wastewater is subject to the Acts, Regulations, Bylaws, Codes and Standards listed in clause 1.3 and Schedule 3 of Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007

2. Domestic wastewater

2.1 Definition of wastewater

"Domestic wastewater" is defined in Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007 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 13.4) and clause 3.4.1 of Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007.

No domestic wastewaters shall:

- (a) Exceed the substance limits scheduled in Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007;
- (b) Contain the substances prohibited in Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007.

2.2 Definition of trade wastewater

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 Council shall continue to accept wastewater from domestic premises once an approved connection to the public sewer has been made. Disconnection of the public 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 15 for remedies which are available.

For the customer's obligations refer to clause 13.

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 Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007.

4. Application to connect

4.1 Application

4.1.1 Domestic wastewater

Every application for a wastewater service connection shall be made in writing on the form provided in Schedule 5 Appendix C 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.

4.1.2 Trade waste

Refer to Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007.

4.1.3 Domestic waste water 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 4.2.

4.1.4 Payment of connection charges

Refer clause 14.0 for payment of connection charges.

4.2 Subdivision

Where a new public sewer is required as part of a subdivisional development, the developer shall provide all the sewerage works subject to the approval of the design and construction of the works. These will be covered by the Rules in the District Plan. Section 10.1 of the District Plan regulates subdivision while section 10.2 deals with financial contributions.

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 Council, irrespective of property boundaries.

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

5.2 Single ownership

For single dwelling units the point of discharge shall be located at the boundary as shown in figure 2.1 or as close as possible where fences, walls or other permanent structures make it difficult to locate it at the required position. The approval of other positions must be by the Council and recorded on the drainage plan.

Where a private sewer discharges into a public sewer on that same private property, the point of discharge shall be the upstream end of the pipe fitting which forms the junction with the public sewer.

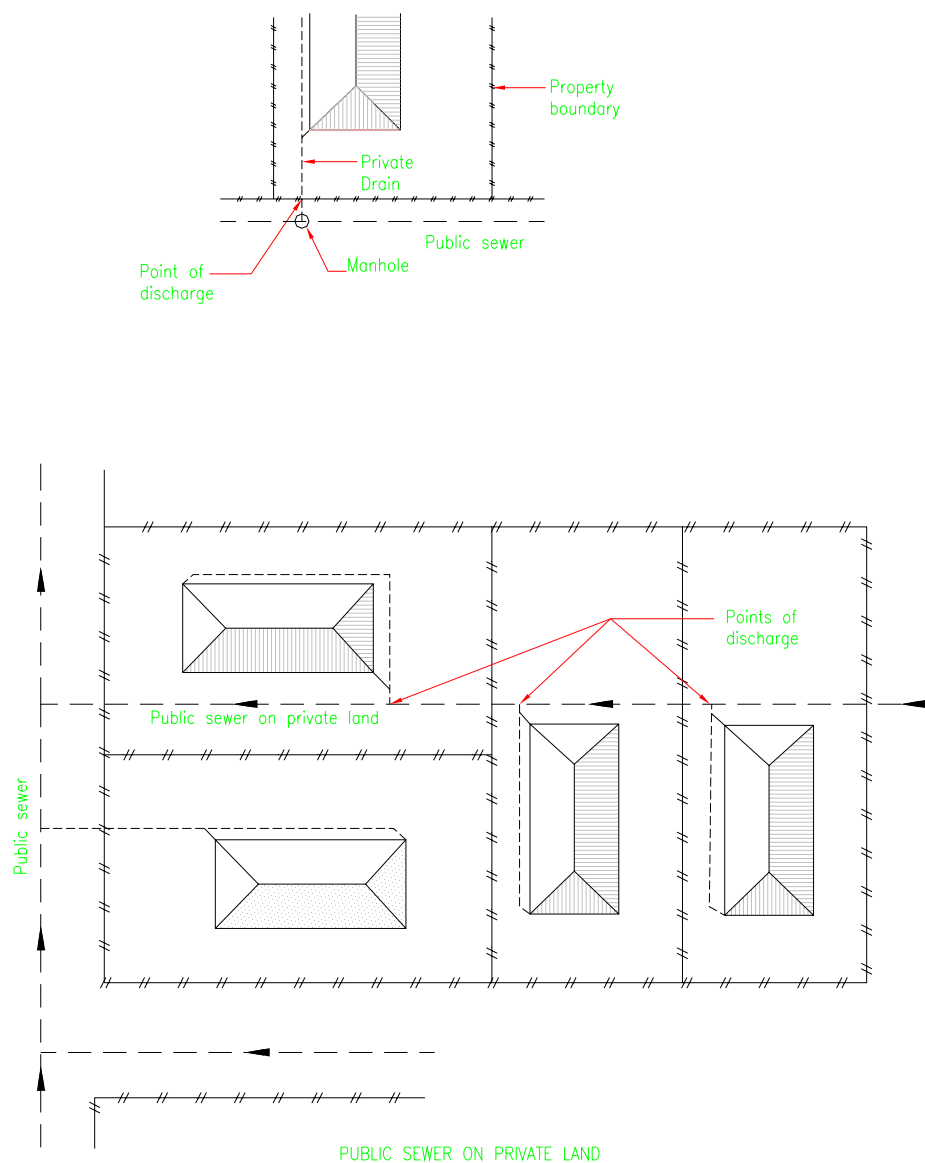


Figure 2.1 - Point of discharge location - single dwelling units

5.3 Layout

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

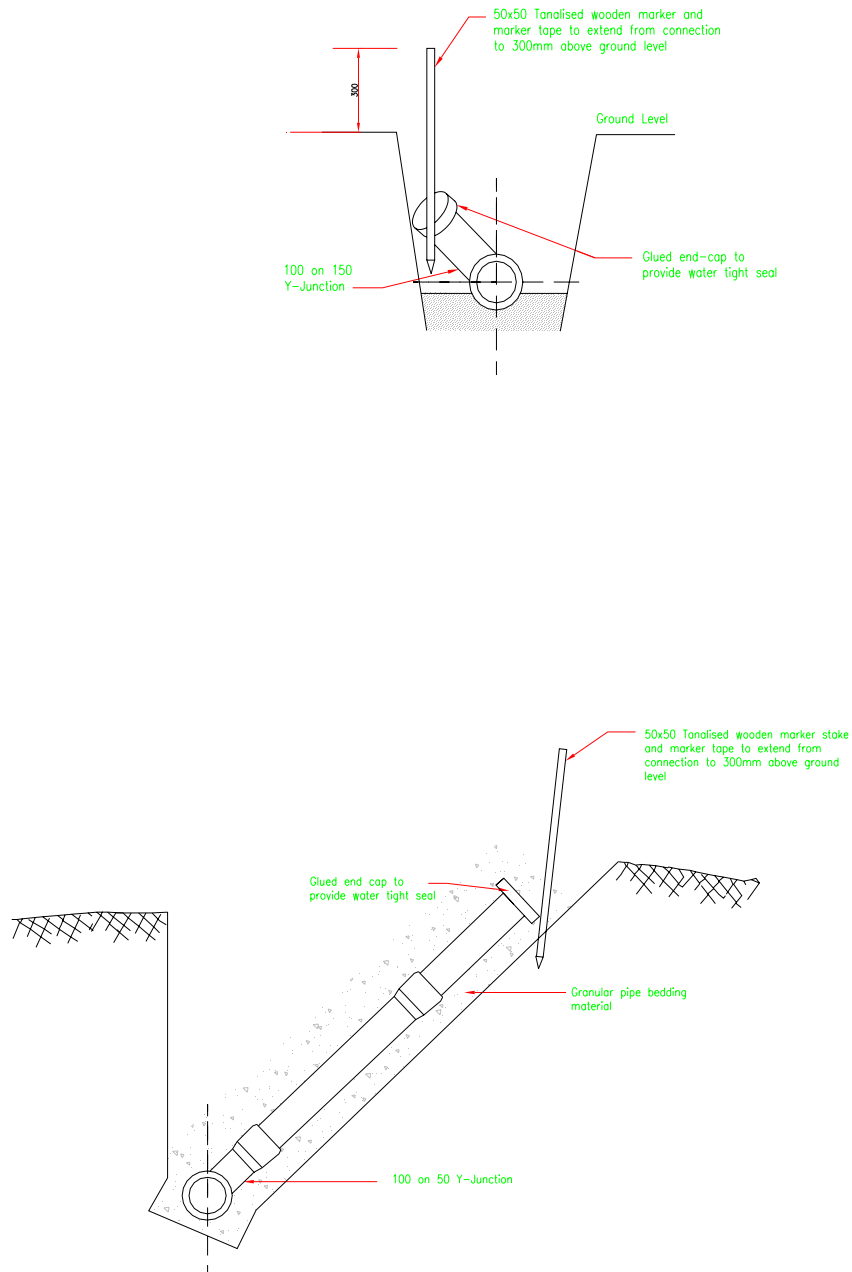


Figure 2.2 - Typical layout at point of discharge

5.4 Multiple ownership

5.4.1

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). Each owner shall have an individual private sewer with the point of discharge determined by agreement with the Council.

5.4.2

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 drains

5.5.1

Common drains shall not be permitted unless by agreement with Council.

5.5.2

Any permitted common private sewer shall serve a maximum of 2 single dwelling units as determined by agreement with the Council, and may also have one point of discharge only (in common).

5.5.3

All permitted 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 the annual plan of the Council. 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). Examples of the levels of service are shown in table 2.1.

Table 2.1 - Level of service

Current level of service	Measure	Target 2006-09	Target 2009-16
Provide efficient reliable wastewater system to meet the reasonable needs of the urban and commercial communities	Number of dry weather service overflows as a result of blockages or failure of the public wastewater system each year.	No more than 15	No more than 12
	Develop a Trade Waste Bylaw and a Wastewater Bylaw	By 30 June 2008	Review in 2013
	Compliance with trade waste consent conditions will be monitored and enforced.	All trade waste consents granted are monitored for compliance with conditions of consent by 30 June each year from 1 July 2008	All trade waste consents granted are monitored for compliance with conditions of consent by 30 June each year
	Comply with the Resource consent conditions	Substantial compliance	Substantial compliance
Quality customer communication, consultation and service provided.	Incidents of noise and odour complaints within a 1km radius of pump station recorded.	<5 complaints	<5 complaints

Note – taken from Hauraki Community Plan 2006-2016

7. Liability

The Council shall endeavour to meet the level of service requirements of clause 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

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 clause 6.

8.2 Restrictions

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 authorized 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

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 sewer.

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 sewer, or that the customer has not been negligent in discharging a non-acceptable wastewater, then the Council shall reimburse the customer for actual and reasonable drainage costs. If otherwise, the Council shall recover the costs of the 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 sections 171 to 173 of the Local Government Act 2002.

Note that the law does not differentiate between a sewer on private or public land, i.e. the occupier or owner cuts down or removes the tree at their expense with no compensation payable.

12. Working around buried services

12.1 Drainage plans

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 Location

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 10 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 Damage to existing services

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 Damage reporting

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

13.1.1

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 which is more onerous than is contained in the New Zealand Building Code.

13.1.2

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.

13.1.3

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.

13.1.4

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.

13.2 Inflow and infiltration

13.2.1 General

Stormwater shall be excluded from the wastewater system by ensuring that:

- (a) There is no direct connection of any stormwater pipe or private sewer to the wastewater.
- (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.

13.2.2 Contaminated stormwater

Stormwater which is contaminated may be accepted as a trade waste discharge. Refer to the Part 4 (Trade Waste and Wastewater) of the Hauraki District Council Consolidated Bylaw 2007.

13.2.3 Large impervious areas

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.

13.2.4 First foul flush

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.

13.2.5 Private drains

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

13.3 Pump stations

13.3.1 General

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

13.3.2 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.

13.3.3 Multiple ownership

A private wastewater pump station serving more than one residential dwelling unit will not be permitted unless by agreement with the Council.

An Council agreement would require 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" would 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 Council.

13.4 Swimming pools

Customers with swimming or spa pools shall be required to demonstrate that the pool private sewer 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 Discharge payments

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

14.2 Payment schedule

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.

15 Breaches and remedies

15.1 Powers

15.1 .1 Powers of enforcement

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 2002 provides general enforcement measures and also deals specifically with trade wastes and drainage. Other relevant pieces of legislation are more indirect in application. The Local Government (Ratings) Act 2002 allows for action to be taken when rates are unpaid, and payment for discharge can be treated as a rate.

15.1 .2 Relevant legislation

The relevant legislation includes:

Local Government Act 2002	Part 9
Health Act 1956	Part 2
Building Act 2004	Part 5

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.

SCHEDULE 5 APPENDIX A – TRADE WASTE AND WASTE WATER

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 LotDeposited 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 **HAURAKI DISTRICT COUNCIL** the rentcharge hereinafter mentioned does hereby encumber the land for the benefit of the **HAURAKI DISTRICT COUNCIL** with the annual rentcharge 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.....200.....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 rentcharge 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 **HAURAKI 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 **HAURAKI DISTRICT COUNCIL** shall be entitled to all the powers and remedies given to Mortgagees and rentchargees by the Land Transfer Act 1952 and the Property Law Act 1952.

SCHEDULE 5 APPENDIX B – TRADE WASTE AND WASTE WATER

EXAMPLE OF A DEED OF COVENANT

THIS DEED made the.....day of.....200...

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

AND THE HAURAKI 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 public sewer and a foul public 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 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 saidor 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 saidor 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.....)

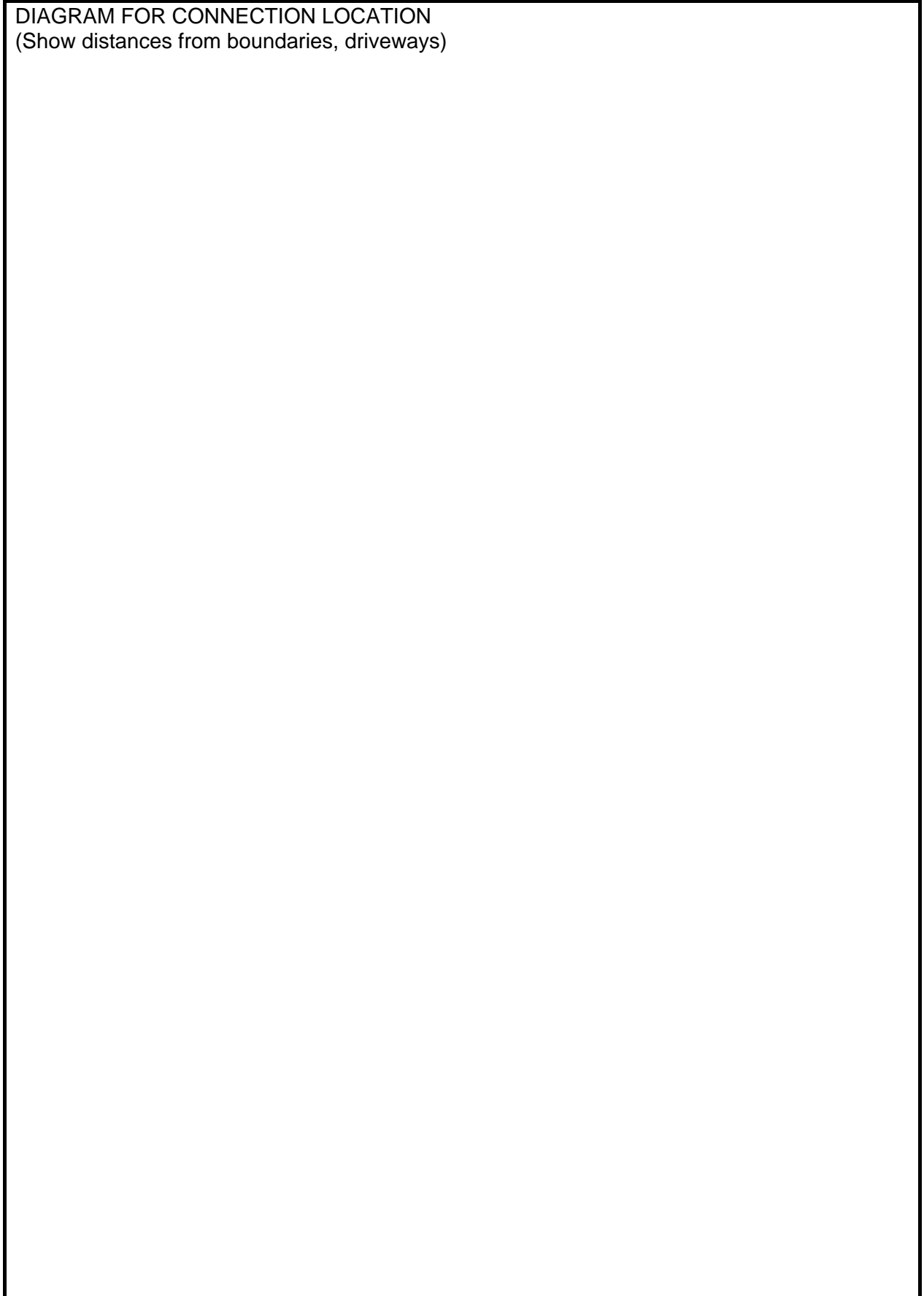
in the presence of)

THE COMMON SEAL of)

THE.....COUNCIL)

was hereto affixed in the presence of)

DIAGRAM FOR CONNECTION LOCATION
(Show distances from boundaries, driveways)



SCHEDULE 5 APPENDIX D – TRADE WASTE AND WASTE WATER

POINT OF DISCHARGE LOCATION

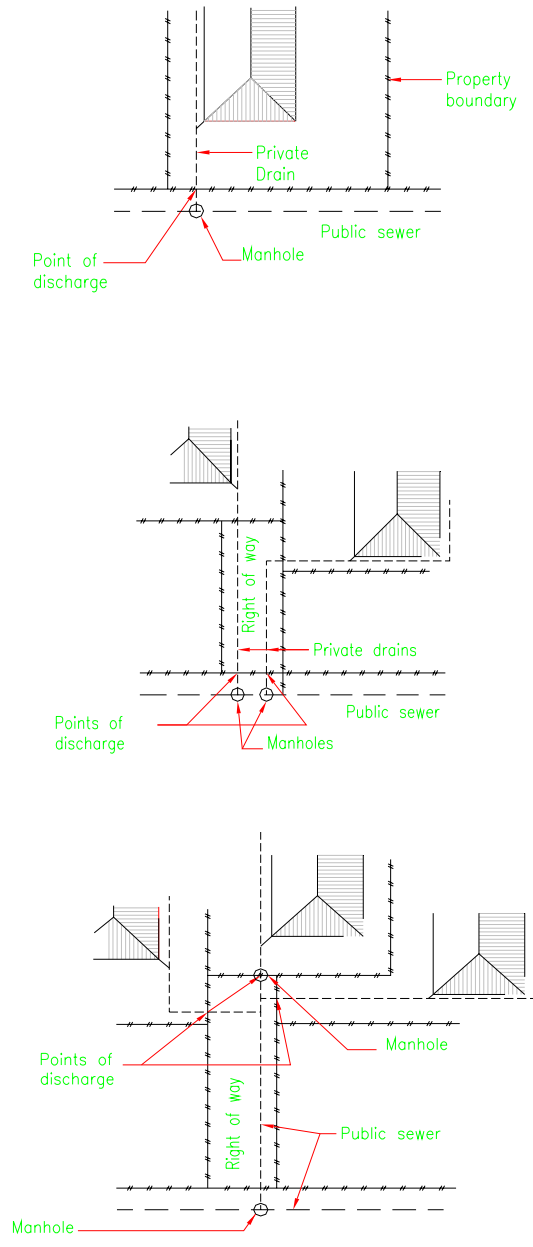


Figure D1 – Location of points of discharge

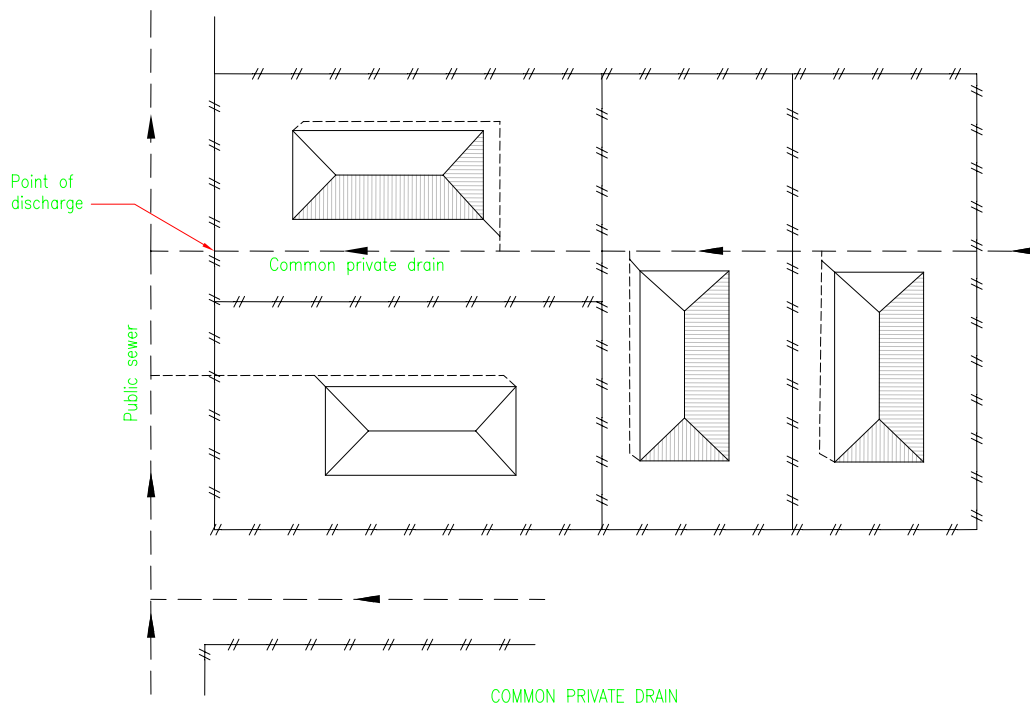
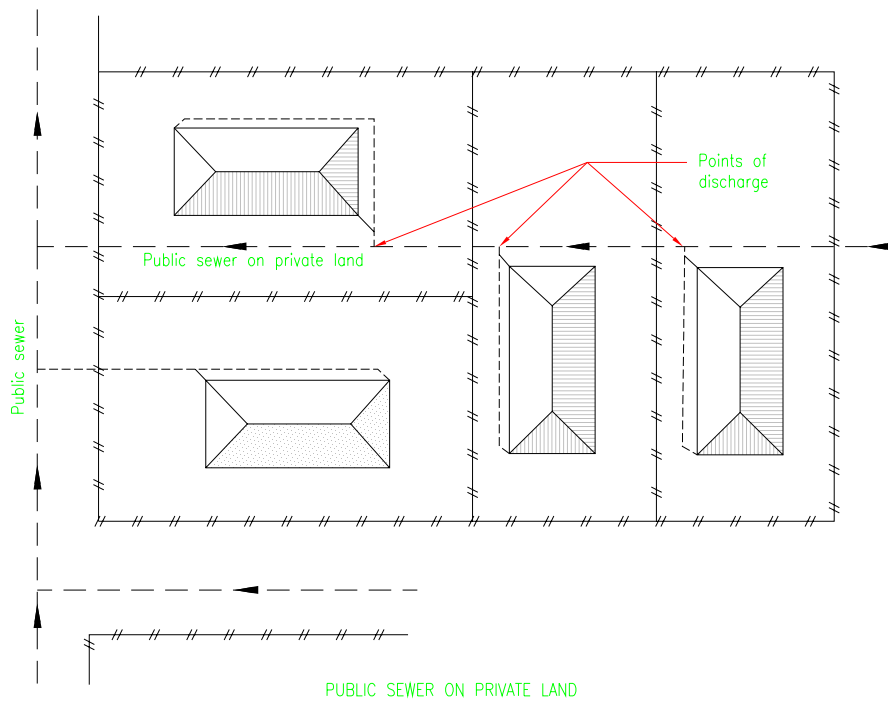


Figure D2 – location of points of discharge

SCHEDULE 5 APPENDIX E – TRADE WASTE AND WASTE WATER

LAYOUT AT POINT OF DISCHARGE

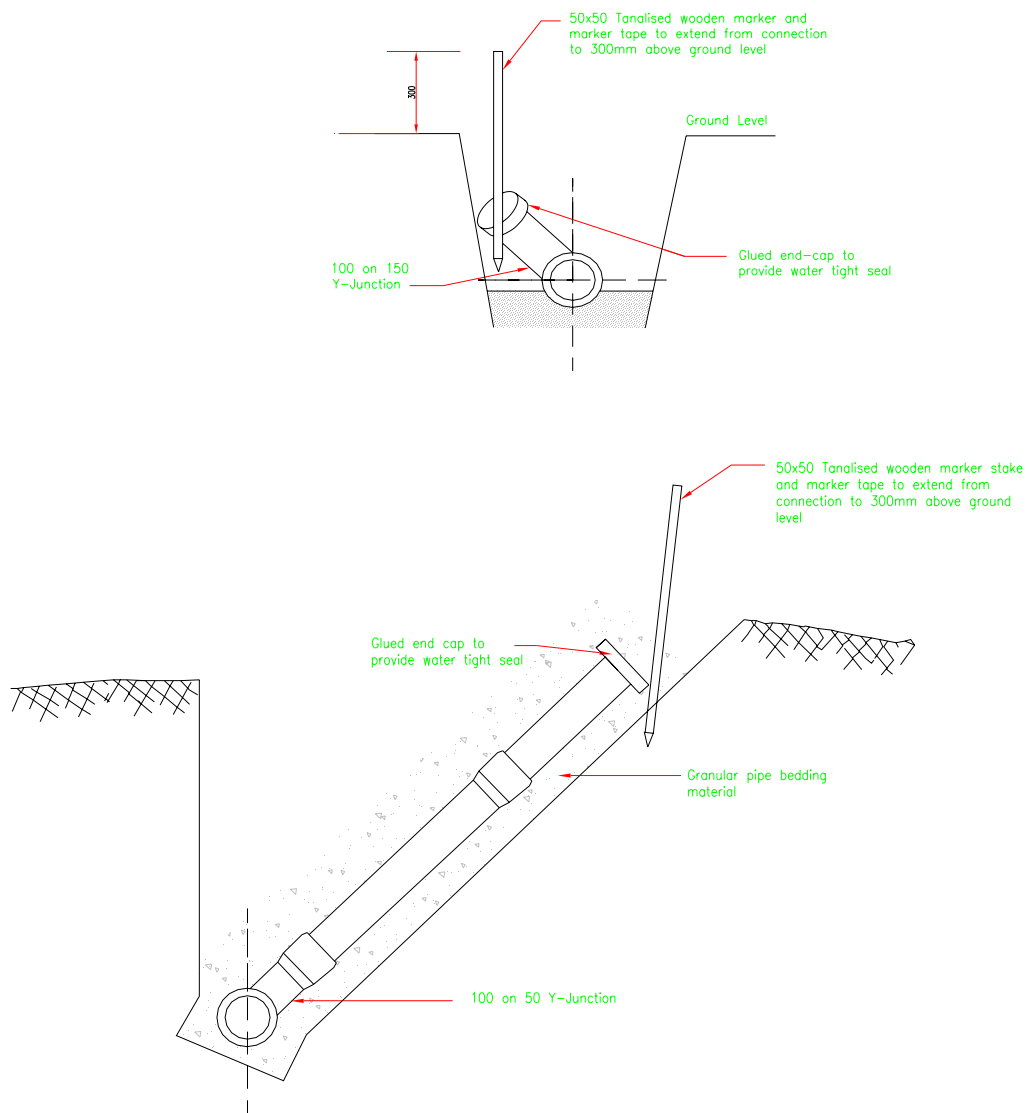


FIGURE E1 – layout at point of discharge

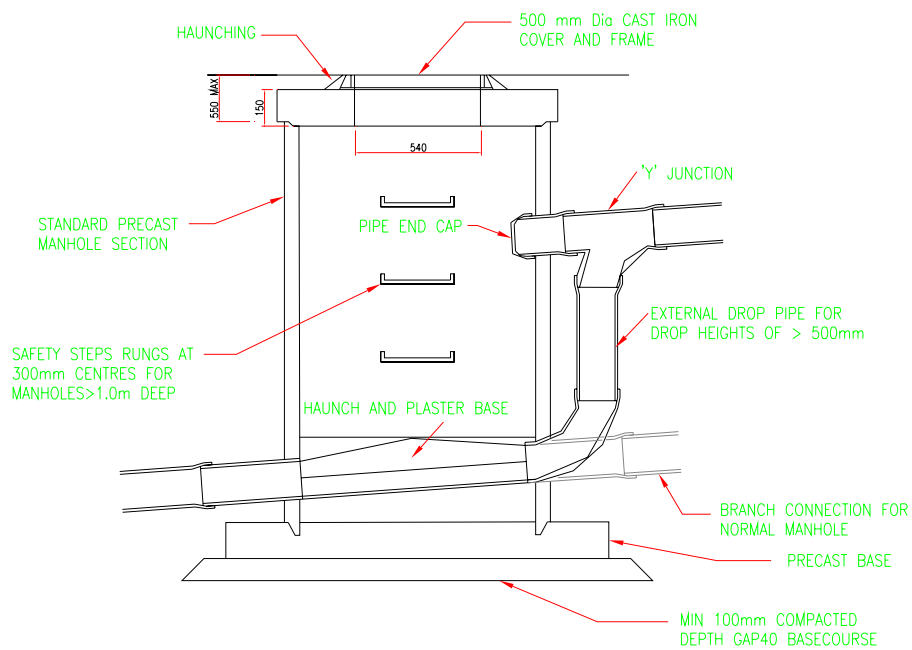


FIGURE E2 – layout at point of discharge