

The Wellington Water Charter

1.0 What is the Water Charter?

Water is regarded as a necessity of life and the community regards reliable and wholesome water services as a pre-requisite for community development. This Charter outlines the mutual responsibilities of the Council as a service provider and water users. The Charter acknowledges the fundamental importance of water and confirms the Council's commitment to provide a well-managed system that economically and practically delivers optimum performance of our infrastructural assets. This document tells you about this commitment. It defines the relationship and responsibilities between us (service provider) and you (water users). In this charter, the words "we", "our" and "us" refer to the Wellington City Council, its employees and agents. "You" and "your" refers to the users of water provided by the Council.

2.0 To whom does this charter apply?

The Charter applies to:

- **The owner / occupier:** A person who owns or occupies property or who has an interest in property provided with water supply, waste water or stormwater services.
- **The buyer:** Any person who is responsible for paying for the services that we provide.
- **The user:** Any person who uses the services that we provide.

3.0 How are the services delivered?

There are three distinctly different types of water covered by the Charter:

3.1 Water

The Greater Wellington Regional Council is our wholesale water supplier and manages water quality to the point of supply for our reservoirs and direct supply points. Water is delivered to users' properties through a network of pipes that we own. Provision is also made for fire-fighting. The water supply service is managed by Capacity (the trading name of Wellington Water Management Ltd), which is a Council Controlled Trading Organisation.

3.2 Wastewater

Wastewater from your private drains – that is toilets, bathrooms, laundries and kitchens – is collected and delivered, through a network of pipes owned by the Council to wastewater treatment plants at Karori, Moa Point and Porirua. Commercial and industrial waterborne waste is also collected and treated. This service is also managed by Capacity.

3.3 Stormwater

Stormwater services are provided to manage rain that has run off the land and impervious surfaces such as roof-tops, roads, footpaths and driveways. It is collected in channels, drains and pipes owned by the Council and runs into streams and the harbour. This service is managed by Capacity.

4.0 Our Objectives

- 4.1 To provide effective and efficient water supply, wastewater and stormwater services.
- 4.2 To meet users' expectations for service, meeting all legal requirements and minimising negative impacts on the environment.

Mutual Obligations

This Charter records the basis of the relationship between you as the user and Wellington City Council, as the service provider.

Complaints

If you are unhappy with the service, have a complaint or wish to notify a fault, please contact:

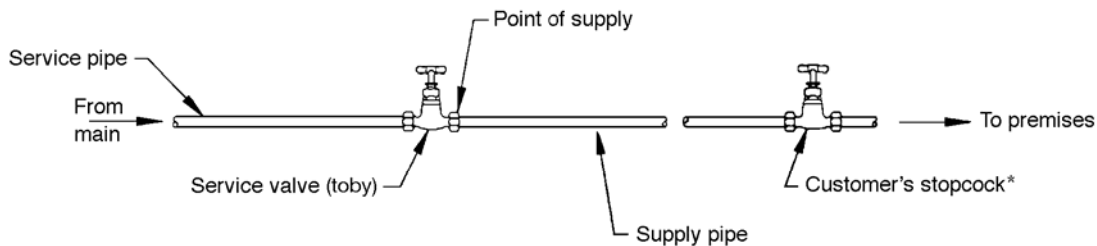
Wellington City Council
101 Wakefield Street,
P O Box 2199
Wellington

Phone (04) 499 4444
Fax (04) 801 3138
Email info@wcc.govt.nz

5.0 Rights and Responsibilities

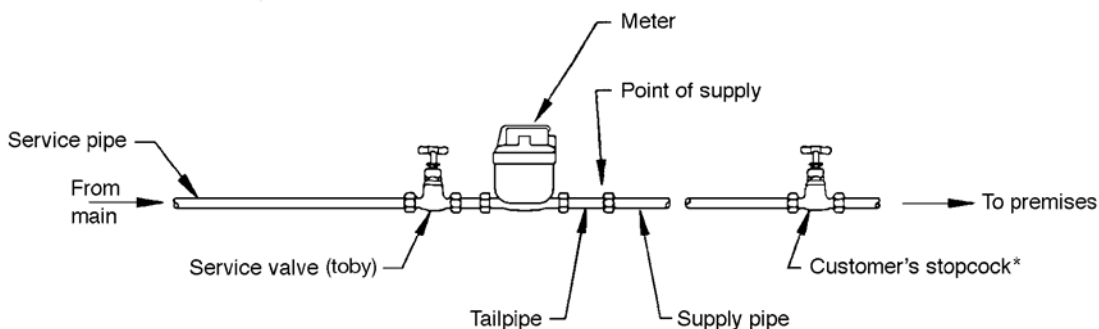
5.1 Who owns what? Water Supply	
Our Ownership and Responsibilities	Your Ownership and Responsibilities
<p>We own and are responsible for all the water mains and pipes to the point of supply which is either after the service valve or, if fitted, the water meter.</p>	<p>Water supply pipes and associated fittings from the point of supply to your premises belong to the property owner and are the owner's responsibility.</p> <p>Water meters are provided at your cost to non residential users and for residential users who have a swimming pool with capacity in excess of 10_m³.</p> <p>Residential users may request a meter. Installation costs will be applicable. Users with water meters will be charged for the volume of water they use instead of paying a targeted rate that is determined by the capital value of the owner's property.</p>

Example diagram 1, - unmetered supply



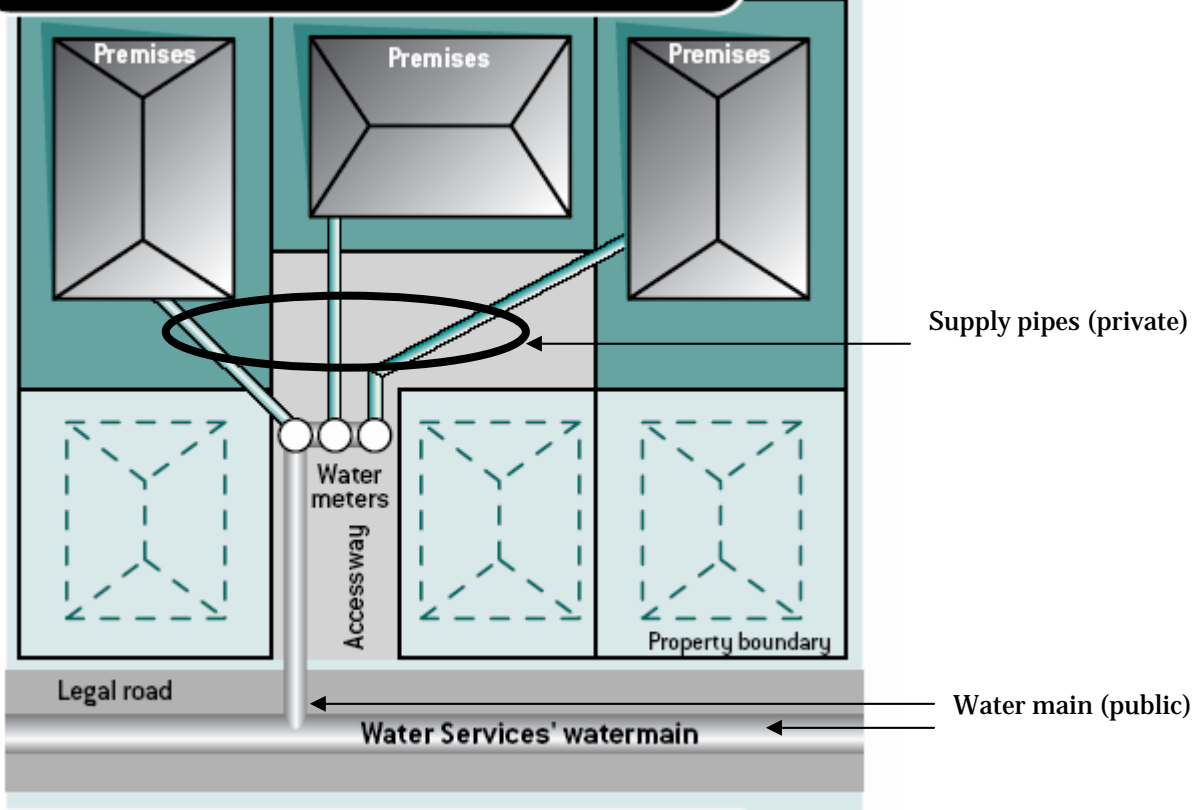
* Provision of New Zealand Building Code Approved Document G12/AS1, (means of establishing compliance with the Code)



Example diagram 2, - metered supply



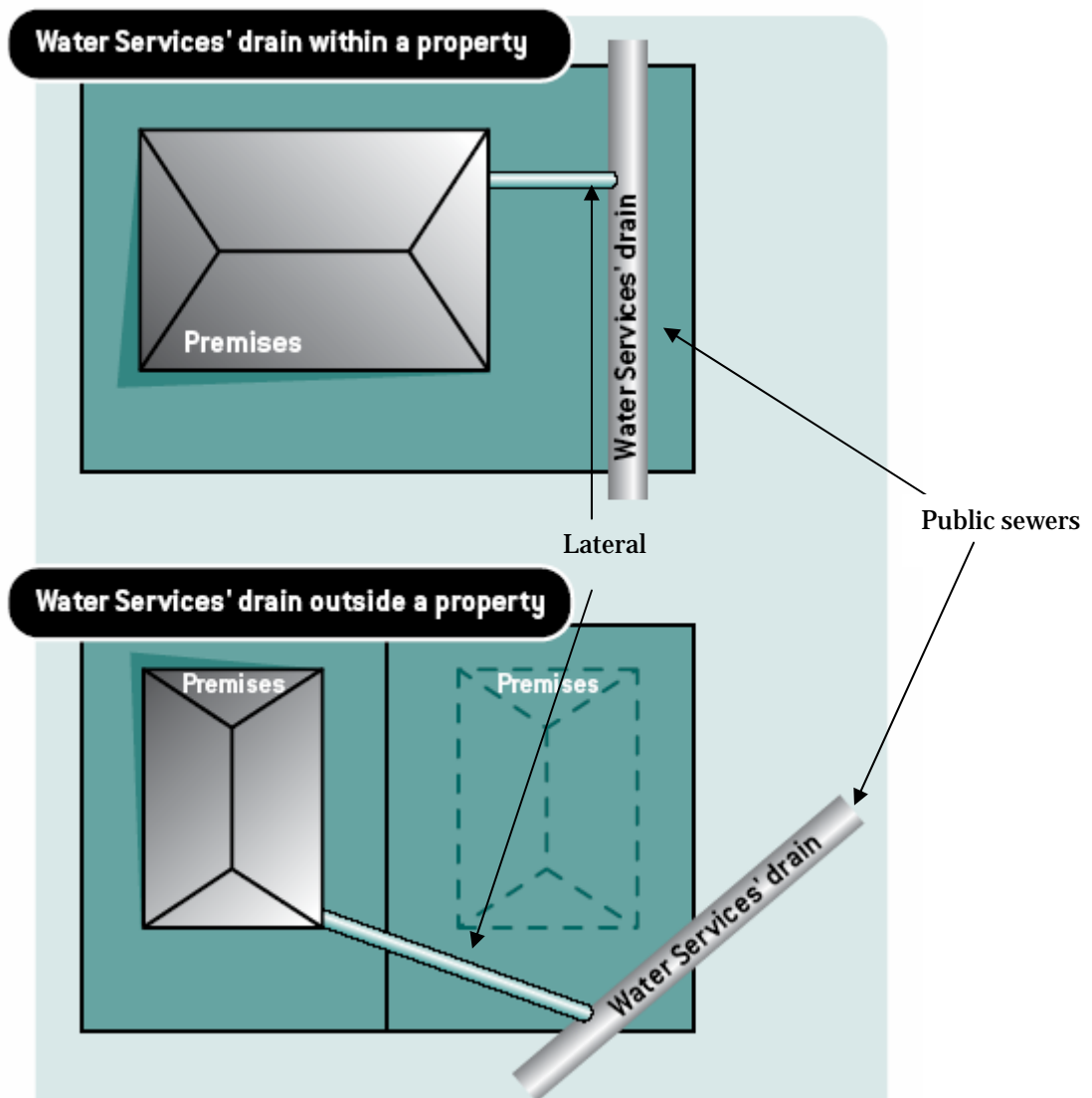
* Provision of New Zealand Building Code Approved Document G12/AS1, (means of establishing compliance with the Code)

Water meters inside property boundary up a right of way

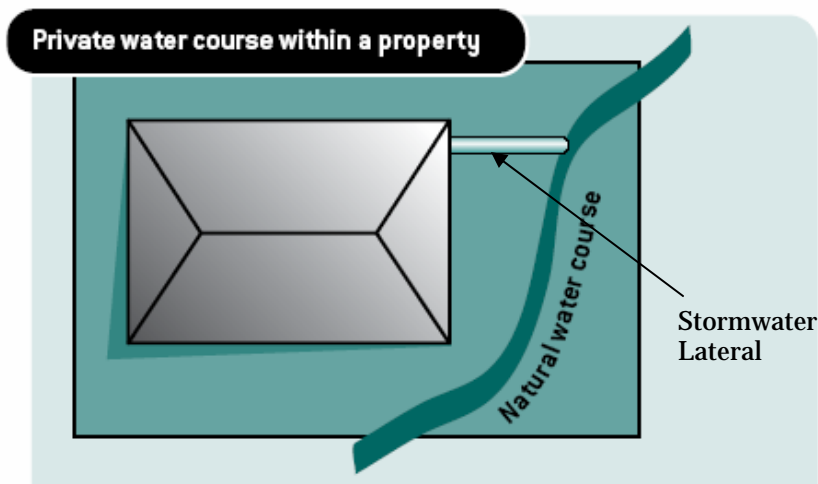


-  = our responsibility
-  = your responsibility

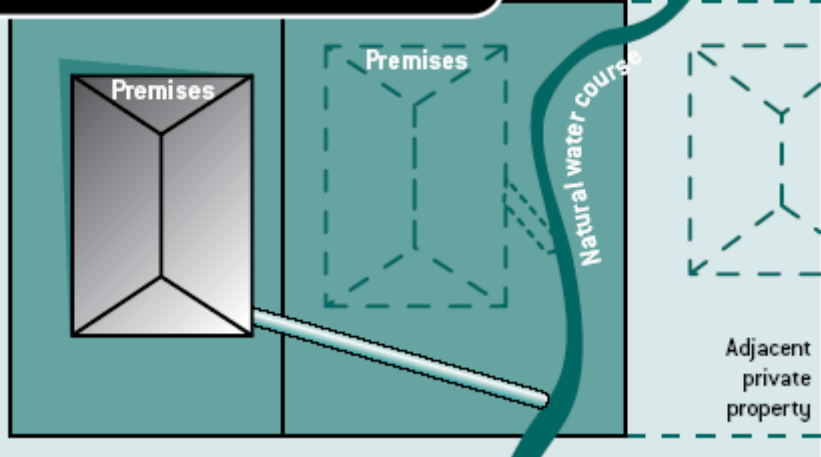
5.2 Who owns what? Wastewater	
Our Ownership and Responsibilities	Your Ownership and Responsibilities
<p>We own and are responsible for the wastewater system downstream from your connection to the public drain.</p> <p>Public drains are recorded in the Council's asset register.</p>	<p>The wastewater pipe and drain from your property to the public drain is called a lateral. The lateral often goes beyond your property boundary before it connects to a public drain. It may cross neighbouring private or public land. You are responsible for obtaining any necessary permission when working on drains outside your property boundary. This includes permission to enter onto neighbouring private property and permits for opening roads, etc. You are responsible for costs and any risks in relation to maintaining your drains and laterals.</p>



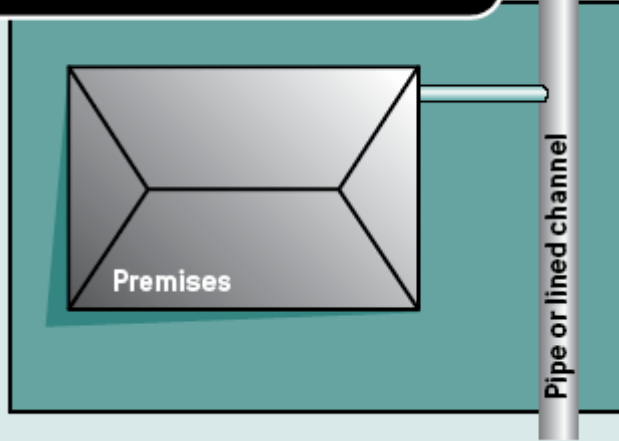
5.3 Who owns what? Stormwater	
Our Ownership and Responsibilities	Your Ownership and Responsibilities
<p>We own and are responsible for any pipe, drain, or channel specifically constructed or modified to collect stormwater and any treatment devices, where such assets are situated in public land and service more than one property, where such assets are recorded in the Council's asset register.</p>	<p>Your drains include any stormwater pipe, drain, guttering, channel or treatment device that takes stormwater from your property through to its connection with the public stormwater network. This also applies to properties that hold more than one dwelling, such as cross lease or unit title properties.</p> <p>The property owner is responsible for maintaining the condition of their stormwater pipes.</p> <p>You are responsible for obtaining any necessary permission when working on stormwater drains outside your property boundary. This includes permission to enter onto neighbouring private property and permits for opening roads, etc. You are responsible for costs and any risks in relation to maintaining your stormwater drains and laterals.</p> <p>The property owner is also responsible for any risks or damage caused by their private stormwater drain.</p> <p>Maintaining natural watercourses running through your property are also your responsibility, even though they may receive stormwater from more than one property. This includes the stream bank and stream bed.</p>



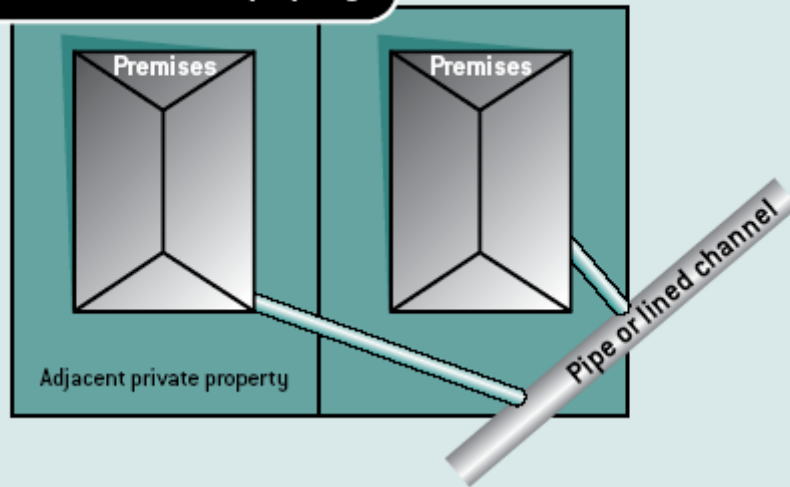
Private water course outside a property



Public drain within a property



Public drain outside a property



6.0 Service Delivery – Water Supply

	Our Rights and Responsibilities	Your Rights and Responsibilities
6.1	<p>Standards We will provide a safe and reliable water supply service and high quality drinking water that meets the latest Ministry of Health drinking water standards.</p> <p>We will not be liable for damage to any of your equipment or processes.</p> <p>The minimum flow rate is 15 litres per minute at the point of supply and pressure can range from 25 – 90 meters at the point of supply.</p>	<p>You are entitled to receive water meeting the latest Ministry of Health Drinking Water Standards. If you require water quality exceeding these standards for individual use or sensitive equipment, or processes, it is your responsibility to provide on site quality management.</p>
6.2	<p>Water Testing We regularly monitor the standard of drinking water.</p> <p>We will work with you to identify the cause of water quality concerns, including providing additional tests if necessary.</p>	<p>If you have concerns about the quality of water or believe it is affecting your health, we will investigate and conduct tests, if required. A report on the test results will be provided within five days of the complaint.</p>
6.3	<p>Location of buried services At your request we will provide plans that show the location of the Council's water assets.</p>	<p>You agree to check our plans for any underground services before commencing any excavations and pay the charges applicable for this service.</p> <p>You agree to complete any reinstatement work on public land to our specifications.</p>
6.4	<p>Firefighting We will not charge for water used for fire fighting. Council provides fire-fighting water in accordance with the Standards NZ Code of Practice for fire fighting: SNZ PAS 4509: 2003.</p>	<p>It is illegal to take water from a fire main or sprinkler system without obtaining the necessary permits.</p>
6.5	<p>Special Needs If you have special needs, in an emergency water supply shutdown we will give you priority in the restoration of water supply. Special needs users such as schools, hospitals, industry, dialysis patients, hairdressers and commercial properties will be notified at least 24 hours before a <u>scheduled</u> water supply interruption. We will also notify registered special needs users immediately prior to an <u>unscheduled</u> water supply interruption.</p>	<p>An ordinary supply is water supplied to residential properties for household use. An extraordinary supply is a category used for non household use and may be subject to special conditions. Examples include, domestic pools, commercial, industrial and business use and fire protection systems.</p> <p>If you require water for a special need, please register with us for priority service.</p>

	Our Rights and Responsibilities	Your Rights and Responsibilities
6.6	<p>Water Wastage We are committed to reducing water loss from the network through leak detection programmes and monitoring usage. Targets for reducing losses from our network are stated in the Council's Water Supply Asset Management Plan.</p>	<p>Wilfully wasting water is an offence under the Local Government Acts and offenders may be prosecuted.</p> <p>To help reduce demand on this natural resource and our supply network, you agree to conserve water where possible.</p>
6.7	<p>Water Delivery The size and complexity of the water supply network means that we cannot guarantee your water supply will be uninterrupted or your existing pressure will be maintained at all times.</p> <p>We will only turn off your water for planned maintenance or shutdowns or for events beyond our control. This may include third party damage, weather related disruptions, power failure, drought or emergency work.</p> <p>We are committed to providing a minimum of one day's notice to users for planned water supply interruptions. We will not be liable for damage to any of your sensitive equipment or processes or for any loss, damage or inconvenience that you or any person using the supply may sustain as a result of a water supply shutdown.</p>	<p>If you require an uninterrupted supply, it is your responsibility to provide your own water storage facilities or an alternative supply. You must also protect any equipment or functions that are sensitive to interruption, pressure or quality fluctuations.</p>
6.8	<p>Water Conservation and Droughts In times of drought, high demand periods and extreme circumstances, we may need to suspend some of the terms of this charter.</p> <p>We use year round restrictions on sprinklers and garden hoses to manage demand.</p> <p>We will publicly notify any water restrictions to help manage demand at peak times.</p>	<p>For the benefit of the community you agree to comply with water restrictions imposed in times of drought, high demand and extreme circumstances. You will be notified of any variation to the water supply or the charter through local media.</p> <p>Use of sprinklers and garden hoses is only allowed between 6.00am - 8.00am and 6.00pm - 8.00pm on alternate days. If you have an even-numbered address, you can use sprinklers on even days of the month and vice versa.</p>

7.0 Service Delivery – Wastewater

	Our Rights and Responsibilities	Your Rights and Responsibilities
7.1	<p>Protecting the Environment We will maintain, operate and improve the wastewater system to minimise environmental adverse effects such as wastewater discharges and odours.</p>	<p>Commercial food premises will discharge kitchen waste into grease traps.</p>
7.2	<p>Wastewater collection We agree to collect your normal bathroom, kitchen, laundry and toilet wastewater from your connection to the public drain and transport it to one of our treatment plants where it will be treated before being discharged to the environment.</p>	<p>You agree to dispose of domestic wastewater from your bathroom, toilet, kitchen and laundry into our wastewater system.</p> <p>You agree not to dispose of harmful substances such as oils, paints, solvents and pesticides into our wastewater system.</p> <p>It is illegal to drain wastewater into the stormwater network.</p>
7.3	<p>Location of drains: drainage plans At your request we will provide drainage plans that show the location of public wastewater and stormwater services on your property.</p>	<p>You agree to check our plans for any drains before commencing any excavations and pay the charges applicable for this service.</p> <p>You agree to complete any reinstatement work on public land to our specifications.</p> <p>You will obtain approval from the Council before building, altering or diverting your wastewater system.</p>
7.4	<p>Access to property We sometimes need to enter private property to complete routine inspections and maintenance of the public network.</p>	<p>You agree to allow our staff and contractors access during work hours for routine inspection and maintenance of the public wastewater network.</p> <p>You agree to ensure that manhole covers and other wastewater structures are kept visible and accessible at all times.</p>
7.5	<p>Trade waste Trade waste is any liquid waste that is discharged from commercial or industrial premises. We will inspect all trade waste consent holders' premises at least annually.</p> <p>We can provide advice on how to safely dispose of toxic materials.</p>	<p>You must apply for a separate trade waste consent and agreement to dispose of liquid waste from trade premises into the sewer.</p>

8.0 Service Delivery – Stormwater

	Our Rights and Responsibilities	Your Rights and Responsibilities
8.1	<p>Protecting the environment We provide a stormwater system that aims to protect people and property by safely and efficiently collecting, transporting, and disposing of stormwater. We take a holistic approach that takes the quality of stormwater as well as the risk of flooding into consideration.</p> <p>We work to increase public awareness about stormwater quality, flooding, and erosion effects by working closely with others, preparing public information and offering advice so that you can take informed actions to improve water quality and help restore the natural environment.</p>	<p>You agree to keep pollutants from entering the public stormwater network. Such actions will lessen the amount of pollutants entering streams and the sea and will protect the health of all the living things that have contact with these waters.</p>
8.2	<p>Protecting the Stormwater network We will operate an inspection programme to identify illegal stormwater connections into the wastewater system and enforce compliance with the relevant legislation.</p>	<p>You must ensure that your private wastewater drains are well maintained and that stormwater does not enter wastewater drains.</p> <p>It is illegal to drain stormwater into the wastewater network.</p>
8.3	<p>Maintenance of the Stormwater System We will build, maintain and operate the public stormwater system to minimise the harmful effects of pollution, flooding and erosion. The size and complexity of the stormwater system means the system cannot always cope with stormwater flows.</p>	<p>You will maintain the down pipes, gutters; stormwater drains, catch pits, soakage system and any other components of your private stormwater system in good operating condition so that rainwater is taken to approved drains.</p> <p>You will not permit garden waste, building materials or other rubbish to be washed into a stormwater drain where it could cause a blockage.</p> <p>You will maintain natural watercourses running through your property. You will prevent or clear obstructions without causing excess erosion or sedimentation to the streambed or banks.</p> <p>You will allow our staff and contractors access during working hours for routine inspection and maintenance of the public stormwater system.</p> <p>You agree to ensure that manhole covers and other wastewater structures are kept visible and accessible at all times.</p>

	Our Rights and Responsibilities	Your Rights and Responsibilities
8.4	<p>Flooding and Development We may use statutory powers to develop drainage systems to collect and dispose of stormwater, to minimise the harmful effects of stormwater on people and property.</p> <p>We encourage you to install a rainwater tank to collect rainwater from your roof for outdoor use, in the laundry and for flushing toilets.</p>	<p>You will:</p> <ul style="list-style-type: none"> • obtain approval from the Council before building, altering or diverting your stormwater system. • design culverts or bridges over natural watercourses to allow for flows from a one-in-a-hundred year storm without flooding your neighbours' property. <p>Landscaping and paving of your property will ensure that:</p> <ul style="list-style-type: none"> • gardens and grassed areas are maximised to reduce stormwater runoff • stormwater runoff is directed away from buildings and does not cause a nuisance to neighbours • stormwater does not drain into the wastewater (sewerage) network or overflow into wastewater gully traps • stormwater is not concentrated or directed onto your neighbours' property • barriers, building structures or landscaping features should not redirect a stormwater overland flow path so as to cause a nuisance to others.

9.0 Maintenance and Improvement Works

	Our Rights and Responsibilities	Your Rights and Responsibilities
9.1	<p>Repairs and Maintenance When we undertake any works, we will leave your street in a condition as good as or better than before the work started. Reinstatement work will be completed within two days of the work being finished, subject to weather and access to the work site.</p> <p>During work we will minimise disruption to traffic and pedestrians, protect public health and safety and comply with environmental standards.</p> <p>Our responsibilities in this Charter will be subject to the Council's operating budget and policies.</p>	<p>You agree to keep manhole covers visible and safely accessible for our staff and contractors at all times.</p>
9.2	<p>Faults We will efficiently operate and maintain the public water supply, wastewater and stormwater networks.</p> <p>If your system presents a significant backflow risk to our water supply network, we may require you to fit a suitable backflow prevention device.</p>	<p>Your private fittings should be compatible with the pressure and flow of the public network system.</p> <p>You will maintain your pipes, drains and other parts of your private water, wastewater and stormwater systems in a safe and good working condition. This includes no leakage, no stormwater entering sewer drains and effective operation of stormwater systems.</p> <p>You will repair any defect in your systems as soon as possible, or within a timeframe required by the Council. In general ten working days is considered an appropriate period of time to rectify a defect, unless the situation requires immediate rectification.</p>
9.3	<p>Access to your property We aim to provide you with not less than twenty four hours written notice.</p> <p>Notice will not generally be given for reading or maintaining water meters.</p> <p>In the case of an emergency, we are permitted by statute to enter your property at any time, without notice.</p>	<p>You agree to allow our staff and contractors access to your property for the purpose of maintaining public networks and systems, or to inspect the property owner's pipes and drains, if necessary.</p> <p>You agree to keep your water meter free from obstruction to allow our meter readers easy access.</p> <p>You agree to allow our staff and contractors access to your property at all times for necessary emergency work.</p>

	Our Rights and Responsibilities	Your Rights and Responsibilities
9.4	<p>Identification The Council's staff and contractors will carry identification.</p>	<p>You may ask to see identification before approving access to your property. If anyone claims to be working for the Council but cannot show identification, please contact the Council.</p>
9.5	<p>Privacy We will keep accurate records relating to your property including all correspondence we have with you.</p> <p>If any information on your property file is incorrect, we will update the file when you supply us with the correct information.</p> <p>We understand your privacy is important and will comply with the Privacy Act at all times.</p>	<p>You agree to disclose all relevant information to us and our contractors. Information we may require includes your current contact details. We require to collect information:</p> <ul style="list-style-type: none"> • for billing purposes • to keep you informed of changes to services • to undertake necessary maintenance • other reasons related to the supply of water, wastewater and stormwater services. <p>You may access your information to check that it is correct. Users may only access their own personal information.</p>
9.6	<p>Liability and loss The water supply, wastewater and stormwater systems are essential public services so we must protect them from damage or theft.</p> <p>We will not hold you responsible for tampering that occurs before you occupy a property.</p>	<p>You are responsible for damage that you cause to the networks and for damage done by other people using our services on your property. This includes family, friends, visitors, contractors and tenants (if your property is tenanted).</p> <p>You agree to not misuse, tamper or interfere in any way with the water meter or Water Services pipes, drains, and equipment and to not allow any other person(s) to do so, unless authorised by us.</p>

	Our Rights and Responsibilities	Your Rights and Responsibilities
9.7	<p>Response times The time required for responding to a complaint or a request for service can vary due to the priority that is assigned and usually services can be restored within six hours. The table below shows the expected response times according to the priority that is assigned. We will do our best to meet your expectations and will advise if this timeframe cannot be met.</p>	

Priority	Criteria	Response		
		Initial	On Site	Restore Service
1	<ul style="list-style-type: none"> • Health and safety issue • Damage is occurring to property • Public safety is compromised • Potential for public health nuisance • Potential for distress to a number of users • Residential user affected by loss of water service or waste water service 	60 minutes	60 minutes	3 hours
2	Potential for distress to a user or other circumstance that make non urgent response time appropriate		2 hours	6 hours
3	Repairs can be carried out without any significant user impact or where user notification procedures must be met		48 hours	

If you notify us of a water quality problem, we will endeavour to provide a written response within five days.

10.0 Penalties

To be fair to all users, it is important that you meet your responsibilities. **If a user breaches their responsibilities they may be prosecuted for committing an offence under the Local Government Act 2002.**

	Issue	Response
10.1	Payment for services	<p>Most users pay for their water, wastewater and stormwater services as part of their Council rates. If these users fail to pay their accounts, penalties are imposed in accordance with the Local Government (Rating) Act 2002.</p> <p>Some specific services, such as permit fees, are charged directly to the user.</p> <p>If you are billed separately from your rates charges and fail to pay the charges that are due, we will send you a reminder requesting prompt payment. If payment is still not received, we may commence debt collection proceedings, which may adversely affect your credit rating. Non payment could result in your water supply being restricted or delays in releasing permits.</p>
10.2	Water meters	<p>Water meters are provided to non residential users at your cost. A meter will be regarded as faulty if it has a margin of error greater than 4%. Where a meter is found either to be inaccurate or is not functioning for whatever reason, water consumption will be estimated based on the four previous readings, unless due to significant seasonal consumption variances such a method would be unreasonable. If we have overcharged you, we will credit your account with the appropriate amount and if we have undercharged you, we will bill you for the additional consumption.</p>
10.3	Denying access for planned maintenance or emergency work	<p>This is an offence for which you may be prosecuted.</p> <p>The Council may obtain a court order to allow its staff and contractors to enter onto your property.</p> <p>Preventing or denying access to or having uncontrolled animals that prevent access to the water meter is an offence for which you may be prosecuted. Additional charges may be imposed for special readings.</p>
10.4	Failure to carry out work or repairs	<p>If you fail to comply with a notice to repair your private water supply network or private drains, we may perform the work using our contractor and charge the cost to you. We may also take other legal action against you under any relevant statutes or regulations.</p>
10.5	Interference, tampering or misuse	<p>Interference, tampering with or misuse of the networks is an offence for which you may be prosecuted.</p>
10.6	Contamination of Public Water Supply	<p>Any person who causes or allows something that can cause harm by polluting or contaminating a public water supply commits an offence and is liable to prosecution.</p>
10.7	Approved Connections	<p>Private connections to public networks must be approved by the Council. We issue permits and licences on receipt of an application. An illegal connection is any connection that does not have the necessary consent or approval or does not comply with Council's rules. This includes unpermitted connections, stormwater piped into the wastewater network, and low gully traps that allow stormwater to flow into the wastewater network. Having unapproved connections is an offence for which you may be prosecuted.</p>

11. Compensation

We will provide our services with reasonable care and skill. If the Council is responsible for damage we should first be given the opportunity to repair or replace the damaged property. If this is not an option, compensation may be appropriate.

We may, under certain circumstances, make payments or provide services if we have failed to comply with our responsibilities set out in this charter.

Requests for compensation from us should be made in writing. If you are not satisfied with our response, you can:

- Contact the Council's Disputes Resolutions Office
- Lodge a complaint with the Ombudsman
- Pursue remedies through legal avenues, such as the Disputes Tribunal or the courts.

12. How to connect to our services

All connections and renewals are to be done by a Council approved contractor. It is your responsibility to engage an approved contractor. We charge a fee for inspecting private connections to public networks.

Buildings should be located a minimum of 300mm clear of any sewer or stormwater pipe. We may require an existing sewer or stormwater drain to be diverted to provide for this. Building over the existing sewer or stormwater pipe will only be permitted in special circumstances.

Glossary of Terms

Term	Definition
Backflow	When the pressure in the public main water supply system drops below the pressure of the private plumbing, contaminated water can flow back into the public system. For example, a washing machine pumping water to waste after a wash cycle may backflow into the water supply system if the pressure drops unexpectedly. Liquid or contaminant that can flow back into the water supply. This can be caused by a drop in pressure in the mains or a back pressure situation.
Backflow prevention device	A mechanical means to prevent pollutants (water or gas) contaminating the water supply.
Capacity	The trading name of Wellington Water Management Ltd, which is a Council Controlled Trading Organisation.
Laterals	Pipes that connect the property with the public wastewater and stormwater network. Property owners are responsible for maintaining their laterals.
Meter	Used to measure the volume of water supplied by us to your property.
Point of Supply	The point of supply to an individual user is the point on the service pipe that marks the boundary of responsibility between the Council as a service provider and water users. The point of supply occurs after the service valve or, if fitted, the water meter. For multiple ownership properties using a cross lease, or strata title and unit title or block scheme, each owner shall have an individual supply with the point of supply determined by agreement with the Council and the user or, where applicable, the body corporate.
Swales	Grassed or planted channels, often adjacent to the road that collect, convey and filter stormwater to improve water quality discharged to the environment.
Trade waste	Any liquid, with or without matter in suspension or solution therein, that is or may be discharged from trade premises in the course of any trade or industrial process.
Waste water	Water with matter in solution or suspension, domestic wastewater, or liquid trade waste, including Sewage.
Residential user	Any user who is connected at their place of residence.
Extreme circumstances	Any event that is beyond reasonable control, such as storms, drought, civil emergency or unforeseeable defects in the network.

Types of Supply	
On demand	A supply that is available on demand directly from the point of supply.
Ordinary (on demand)	Supply of water to residential properties for ordinary household use. Excludes uses covered under extraordinary (on demand) supply.
Extraordinary (on demand)	All purposes for which water is supplied other than ordinary (on demand) and which may be subject to special conditions and limitations. Extraordinary supplies include but are not limited to: <ul style="list-style-type: none"> • Domestic pools in excess of 10m³ • Business, commercial and industrial users • Fire protection systems • Temporary supplies.
Restricted Flow	A supply where a small continual flow is supplied by a flow control device and the user provides on-site storage to cater for their demand fluctuations.