



Terms and Conditions for

Christchurch City Council

Authorised Drainlayers

to Carry Out Authorised Work

First published: February 2003

Last updated: April 2018

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## INTRODUCTION

On 1 February 2003 the Christchurch City Council introduced the Authorised Drainlayers Scheme.

Only drainlayers that are authorised under this scheme are permitted to undertake drainage work for Council involving:

- Construction of connections to public drains for new private drains
- Construction of public drains in roads (including subdivision drainage pipework that is to be vested in Council ownership)
- Renewal of public drains
- Diversion of public drains around proposed building works
- Repair of private drains in roads
- Installation of pressure sewer systems
- Installation of vacuum sewer systems

All work carried out needs to conform to the standards set out in the Council's specifications, and all materials used should be Council approved.

The Register of Authorised Drainlayers has been established to ensure that the drainlayers carrying out such work are aware of the standards and procedures required.

To become CCC authorised, drainlayers need to provide evidence to Council that they have:

- Experience in laying drainage pipes in accordance with industry best practice and are familiar with Council standards and specifications
- Completed confined spaces and traffic management training
- Health and safety systems in place
- Quality assurance systems in place
- Public liability insurance cover
- The resources to carry out the work quickly and efficiently

They also agree to be bound by the terms and conditions set out in the documents for the scheme.

## How to Become an Authorised Drainlayer:

1. Read this document.
2. Complete the application form.
3. Send application form plus the non-refundable application fee per applicant (not per company) and all required documentation to:

As hardcopy:	OR	By email:
Subject: Authorised Drainlayer Application		Subject: Authorised Drainlayer Application
Christchurch City Council PO Box 73014 Christchurch 8154		<a href="mailto:ad@ccc.govt.nz">ad@ccc.govt.nz</a>

4. In most cases an onsite technical assessment will be required before approval can be given in order to confirm that the applicant has the necessary experience and resources to carry out authorised work in accordance with Council regulations and standards.
5. Approval will be given in writing only and is only awarded to the individual and not to commercial entities. It is not transferable and can be withdrawn by the Council upon non-compliance with the rules and regulations as outlined in the Specification.

Please note that due to the large number of applications and the associated on site assessments the current turnaround time is a minimum of four (4) months. Enquiries about the scheme can be made emailing [ad@ccc.govt.nz](mailto:ad@ccc.govt.nz).

### Important Notice

It has come to our notice that confusion seem to exist among drainage contractors regarding the difference between a 'Christchurch City Council Authorised Drainlayer' and a 'Registered Drainlayer' under the Plumbers, Gasfitters and Drainlayers Act.

There is the misconception that a Registered Drainlayer (registration under the Plumbers, Gasfitters and Drainlayers Act) is automatically given approval as a Christchurch City Council Authorised Drainlayer. That is not the case.

The Plumbers, Gasfitters and Drainlayers Act 2006 defines a drain as 'a pipe or series of pipes constructed or laid for the conveyance of foulwater, stormwater or industrial liquid waste', but 'does not include a pipe or series of pipes that is vested in or under the control of or maintained ... by a local authority'.

Hence a Registered Drainlayer is registered for laying privately owned drains (i.e. on private property), whereas a Christchurch City Council Authorised Drainlayer is approved for working on Council owned and maintained assets including future assets which are to be vested in Council ownership.

## Terms and Conditions of Approval as Authorised Drainlayer

- The Council requires all Authorised Work to be performed by Authorised Drainlayers.
- The Authorised Drainlayer agrees to be bound by the following terms and conditions.

# 1 DEFINITIONS AND INTERPRETATION

## 1.1 Definitions

The following definitions apply in these terms and conditions (unless the context requires otherwise):

Appeal Committee	A committee consisting of at least three (3) of the following Council representatives: <ul style="list-style-type: none"><li>• Operations and Maintenance Manager; and/or</li><li>• Water and Reticulation Team Leader; and/or</li><li>• Asset Engineer (Reticulation); and/or</li><li>• Works Maintenance Supervisor/Auditor.</li></ul>
Authorised Work	The work described in these Conditions and outlined in Schedule A.
Authorised Drainlayer	A drainlayer approved by the Council to carry out Authorised Work.
Authorised Drainlayer's Register	A register held by the Council recording the names of Authorised Drainlayers.
Completion Certificate	A certificate issued under Clause 4.8.
Conditions	These Terms and Conditions and extends to include the Schedules attached to these Conditions.
Connection	A connection of any private drain to the Council's drainage system.
Council	The Christchurch City Council.
Effective Date	The date on which the Drainlayer is approved as an Authorised Drainlayer.
Maintenance Period	A period expiring: <ul style="list-style-type: none"><li>• In respect to trenches, 12 months after the date the trench is sealed;</li><li>• In respect to all other Authorised Work, six (6) months after the date the work has been completed to a satisfactory standard.</li></ul>
Owner	The person applying to the Council for consent to carry out Authorised Work, and extends to include any other person acting on behalf of the Owner.
Road	All land within the legal boundaries of a road and includes road as defined in the Local Government Act 2002 and reserves for roading purposes under the Reserves Act 1977.
Site	The site at which the Authorised Work is carried out.
Working Day	A day on which registered banks are open for business in Christchurch excluding Saturdays, Sundays and public holidays.
Work Consent	Council's written consent (in the form specified by the Council) for the Owner to carry out specified Authorised Work.

## 1.2 Interpretation

In these Conditions:

- a. Monetary amounts are stated exclusive of Goods and Services Tax unless provided otherwise.
- b. References to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.
- c. References to clauses are, unless stated otherwise, to clauses in these Terms and Conditions.
- d. Where the context requires, the singular includes the plural and vice versa.
- e. References to a "person" include a body corporate.

## 2 VARIATION OF TERMS AND CONDITIONS

It is anticipated that over time Council procedures and practices will change. This will involve amendments to this document to reflect these changes.

## 3 APPROVAL AS CHRISTCHURCH CITY COUNCIL AUTHORISED DRAINLAYER

### 3.1 Approval

When considering an application for approval as an Authorised Drainlayer, the Council will take the following factors into account in accordance with the allocated weights (failure on any one could be cause for declining application):

- a. Technical skills (50%) - The competence and technical skills of the applicant relevant to the Authorised Work and the availability of an adequate quality assurance plan.
- b. Health and Safety (10%) - The health and safety management plan the applicant proposes to use.
- c. Traffic Management (5%) - The procedures the applicant proposes to use to comply with the Council's traffic management requirements.
- d. Resources (10%) - The availability of adequate equipment, facilities and other physical resources to perform the Authorised Work.
- e. Management Skills (5%) - The resources and ability of the applicant to successfully manage the Authorised Work.
- f. Relevant Experience and Training (10%) - The previous experience and training completed relevant to the Authorised Work. See Clause 3.5.
- g. Track Record (10%) - The applicant's past record on completing projects to quality standards and on schedule.

### 3.2 Approval and Conditional Approval

The Council may approve the drainlayer as an Authorised Drainlayer subject to such reasonable conditions (if any) as the Council thinks fit.

### 3.3 Declinature

Where applications are declined, an outline of areas of improvement will be provided.

### 3.4 Appeals

An unsuccessful applicant, or a successful applicant who objects to the conditions of approval, may appeal in accordance with Clause 12.

### 3.5 Training Requirements

The Council requires Authorised Drainlayers to have a current CCC Confined Spaces Authorisation. See <https://www.ccc.govt.nz/consents-and-licences/construction-requirements/authority-to-access-council-services-confined-spaces> for further details.

## 4 PERFORMANCE OF AUTHORISED WORK

### 4.1 Work Consent

No Authorised Drainlayer shall commence any Authorised Work without first obtaining a Work Consent. The Authorised Drainlayer shall retain possession of the Work Consent at the Site at all times while the Authorised Work is proceeding.

### 4.2 Standards Required

The Authorised Drainlayer when performing any Authorised Work shall:

- a. Carry out the Authorised Work with all due speed and diligence in a good and workmanlike manner.
- b. Ensure that the performance of the Authorised Work is carried out by or under direct control of the Authorised Drainlayer at all times.
- c. Ensure that the Authorised Drainlayer and all persons used by the Authorised Drainlayer for the performance of the Authorised Work:
  - Exercise all due care and skill;
  - Comply with all relevant statutes, regulations, by-laws, New Zealand and Australian Standards, Guidelines, Codes of Practice and Council Standard Specifications;
  - Comply with all reasonable and lawful directions given by the Council and (to the extent that these are not inconsistent with any other requirement under these Conditions or the Council's directions) to all reasonable directions given by the Owner;
  - Obtain and maintain all licences and permits required by law for the performance of the Authorised Work;
  - Not give any warranty or make any representation on behalf of the Council to the Owner, or to any other person;
  - Upon completion of the Work, leave the Site and the completed Authorised Work in a clean, tidy and safe condition;
  - Except for Authorised Work described in Clause 5 Schedule A, supply, without cost to the Council, all materials, labour, plant and consumables necessary for the performance of the Authorised Work; and
  - Be able to be contacted by the Council at all times while performing the Authorised Work and at other times during normal business hours (except in the case of an emergency) by telephone, mobile telephone, facsimile, or other suitable communication device.

### 4.3 Authorised Work on Property (other than on the Owner's Property)

If it is necessary for the Authorised Drainlayer to enter upon, or restrict access to, property other than the Owner's property, ("neighbouring property") while performing the Authorised Work, the Authorised Drainlayer shall respect the neighbour's right to privacy and unrestricted access. In particular:

- a. The Authorised Drainlayer shall not enter the neighbouring property, nor carry out any work likely to affect that property, without obtaining the neighbour's prior written consent;
- b. Clearly visible personal identification, which must include a photograph, shall be displayed by each person engaged or employed by the Authorised Drainlayer at all times while they are on any neighbouring property;
- c. The Authorised Drainlayer shall ensure that all persons entering neighbouring property deal with the neighbour in a polite and professional manner, and that they carry out the Authorised Work with the least interruption to the neighbour's privacy, access to services and (where appropriate) means of access by foot or by vehicle;
- d. The Authorised Drainlayer shall leave the neighbouring property in a clean and tidy condition at least as good as found.

### 4.4 Damage to Property

If the Authorised Drainlayer damages any property while carrying out any Authorised Work, the Authorised Drainlayer shall promptly notify the Council and the owner of such property accordingly and shall, at the Authorised Drainlayer's cost, arrange for such damage to be made good to the reasonable satisfaction of the owner and the Council.

### 4.5 Notification Before Work

The Authorised Drainlayer shall notify the Council Contracts Engineer or Maintenance Supervisor, except in the case of an emergency repair, at least 2 Working Days prior to commencing Authorised Work, to enable audit inspections to be undertaken by the Council as the work proceeds.

### 4.6 Traffic Management Plan

The Authorised Drainlayer shall submit a TMP, except in the case of an emergency repair, at least 2 Working Days prior to commencing Authorised Work if the Site is in a Road, in whole or in part, using the TMP for Christchurch website (<http://tmpforchch.co.nz>).

### 4.7 As-Built Plans

The Authorised Drainlayer shall provide construction and as-built records as specified in IDS: Part 12 – As-Built Records and the relevant part of the IDS (i.e. IDS: Part 6 Wastewater Drainage, clause 6.3 – Quality Assurance Requirements and Records and 6.19 – As-Built Information).

The particular requirements for as-built records for water supply assets are set out in CSS: Part 3 clause 19.0 – As-Built Records.



## 4.8 Completion Date

Upon completion of the Authorised Work, restoration of the Site in accordance with these Conditions and the removal of all materials and plant from the Site the works will be deemed to be complete, and the maintenance period will begin.

## 4.9 Maintenance

The Authorised Drainlayer will remedy any defects in workmanship or materials, or any slumping to trenches, forming part of the Authorised Works which are notified to the Authorised Drainlayer in writing during the Maintenance Period. Defects shall be remedied within three (3) Working Days (excluding the date of service) of service of the notice identifying the defect or slumping.

## 5 HEALTH AND SAFETY

- a. The Authorised Drainlayer shall comply with the Health and Safety at Work Act 2015, and all reasonable requirements notified by the Council from time to time.
- b. The Authorised Drainlayer will provide the Council with a copy of its Health and Safety Management System (manual or overall H&S Plan), a Site Specific Health and Safety Plan (SSSP or similar) prior to work starting, and (if appropriate) a Traffic Management Plan for each Authorised Work, and will comply with such plans.
- c. No person shall enter a manhole or other confined space in or about, or forming part of, the Council's drainage system without having attended adequate training and having obtained an entry permit from Council. Procedures for entry into confined spaces are outlined in the Council document 'Guidelines for Entering and Working in Confined Spaces'. These requirements are a minimum that must be met by all those entering a CCC Owned Confined Space.
- d. The Authorised Drainlayer shall report promptly to the Council:
  - Any hazardous or potentially hazardous situation relating to the Site which the Authorised Drainlayer is unable to remedy immediately. The Authorised Drainlayer shall also promptly notify the Owner and the occupier of any neighbouring property which is affected, or may be affected, by the hazard.
  - Any accident or injury to any person resulting from the performance of Authorised Work no later than 24 hours after the event.
  - Any improvement notice given to the Authorised Drainlayer under the Health and Safety at Work Act 2015 within 24 hours of receipt.
  - Any incident that is regarded as notifiable to the Regulator no later than 24 hours after the event.

## 6 COMPLAINTS REGISTER

The Authorised Drainlayer shall:

- a. Deal with any complaints received from any member of the public in a polite and professional manner, investigate all complaints and take appropriate remedial action.
- b. Ensure that a Complaints Register is maintained at all times which accurately and legibly records:
  - The name, address and phone number of the complainant;
  - The time, date and method (i.e. phone, letter or fax) of the complaint;
  - Brief details of the complaint;
  - The actions taken in response to the complaint and the time and date on which that occurred; and
  - Details of any follow up action.
- c. Notify Council of any complaints received and make the Complaints Register available for inspection (or copying at the Council's expense) during normal business hours on any working day during the terms of this Agreement.

For the purposes of this Clause, any complaint, letter or fax shall be deemed to be part of the Complaints Register.

## 7 INSURANCE

- a. The Authorised Drainlayer shall take out and maintain at his own cost at all times while these Terms and Conditions have effect, Public Liability Insurance in the joint names of the Authorised Drainlayer and the Council for any damage, loss, or injury for an amount not less than \$1,000,000 or such other sum as the Council may from time to time reasonably require. The policy shall also be extended to cover claims for vibration and loss of support to a minimum of \$250,000. The policy shall be effected with an insurance company approved by the Council and on terms reasonably acceptable to the Council.
- b. The Authorised Drainlayer will on each anniversary of the Effective Date, or whenever requested by the Council, provide to the Council a copy of the Certificate of Currency for the policy (a broker's certificate is not acceptable for this purpose).
- c. The Authorised Drainlayer will immediately notify the Council if:
  - The policy is cancelled;
  - A claim notification is rejected; or
  - A claim notification is accepted but then rejected.

## 8 INDEMNITY

The Authorised Drainlayer shall keep the Council indemnified against all claims, actions, losses and expenses (including legal expenses on an own Solicitor/client basis) of any nature which the Council may suffer or incur or for which the Council may become directly or indirectly liable in respect of or arising out of, or in connection with:

- Any accident, or injury to any member of the public or damage to property arising from any occurrence in or near the Site wholly or in part by reason of any act error or omission of the Authorised Drainlayer; or
- Any breach of these Conditions by the Authorised Drainlayer; or
- Any failure by the Authorised Drainlayer to comply with the lawful and reasonable directions of the Council; or
- Any breach by the Authorised Drainlayer, in relation to a Site, of any provisions of any legislation, regulations and by-laws, including, but not limited to the Health and Safety at Work Act 2015.

## 9 SUSPENSION OF REGISTRATION

- a. The Council may immediately by written notice suspend the Authorised Drainlayer's registration if:
  - The Authorised Drainlayer is in breach of an obligation under these Conditions and has not acted within the reasonable time stated in a written notice given by the Council to remedy that breach; or
  - The public liability insurance policy effected under Clause 8 is cancelled and replacement cover is not able to be effected immediately; or
  - Pending compliance with the notice or reinstatement of insurance cover.
- b. Upon service of the suspension notice the Authorised Drainlayer may not thereafter commence, or continue to carry out, Authorised Work.
- c. Nothing in Clause 9a shall be construed so as to prevent any other Authorised Drainlayer from being engaged to undertake work for which a consent has been issued or to complete work already begun.

If no action has been taken to resolve the cause of the suspension, or to lodge an appeal under Clause 12, within three (3) months of service of the suspension notice the Council may by notice in writing cancel that Authorised Drainlayer's registration.

## 10 CANCELLATION OF REGISTRATION

- a. If the Authorised Drainlayer:
- Receives three (3) or more written breach notices (or strikes) in any 12 month period requiring the remedy of breaches with these terms and conditions (notwithstanding compliance with those notices);
  - Is convicted of an offence under the Health and Safety in Employment Act 1992 and the Council reasonably believes that conviction, if it had occurred before registration, would have precluded approval of an application for registration;
- then the Council may by notice in writing cancel the Authorised Drainlayer's registration.
- b. If registration is cancelled under Clause 10a, that drainlayer may not reapply for registration until after the expiry of 12 months from the service of notice of cancellation.
- c. Clauses 9b and 9c shall apply to a cancellation, with references to "suspension" read as "cancellation".

## 11 TRANSFER OF WRITTEN NOTICES (STRIKES)

- a. If an Authorised Drainlayer who has received written breach notices changes employers then all notices which were issued to him in the 12 months prior to the transfer will be transferred over to the new employer.
- b. If an Authorised Drainlayer joins a company that has received written breach notices within the 12 months prior to the transfer due to breaches with these terms and conditions at company level (i.e. notices issued to the company rather than the individual) then those written notices will apply to that Authorised Drainlayer.
- c. Written breach notices issued at company level will apply to all newly authorised drainlayers.

## 12 APPEAL PROCEDURE

- a. Any person:
- Whose application under Clause 3.1 is declined or is issued subject to conditions;
  - whose registration is suspended under Clause 9a;
  - whose registration is cancelled under Clause 10a;
- shall have a right to appeal to the Appeal Committee.
- b. Any appeal shall be made by notice in writing to the Appeal Committee, setting out the reasons for the appeal, within 14 working days after the date of the Council's notice, or within such further time as may in any case be allowed by the Appeal Committee.
- c. The Appeal Committee shall as soon as practicable, consider the appeal. The Appeal Committee shall give at least five (5) working days' notice to the Authorised Drainlayer of the commencement date and time, and the place, of a hearing of an appeal.

The Appeal Committee may dismiss the appeal or uphold the appeal wholly or partly and shall give notice in writing to the Authorised Drainlayer of its decision and the reasons for it.

## 13 GENERAL

- a. Assignment - The Authorised Drainlayer's registration is personal and may not be assigned.
- b. Relationship Between the Parties - Nothing expressed or implied in these Conditions shall constitute either party as the partner, agent, employee or officer of, or as a joint venture with, the other party, and neither party shall make any contrary representation to any other person. The relationship of the Authorised Drainlayer to the Council is that of any independent contractor.
- c. Waiver - No waiver of any breach, or failure to enforce any provision, of these Conditions at any time by the Council shall in any way limit or waive the Council's right to subsequently require strict compliance with these Conditions.
- d. Prejudice - The exercise by the Council of its rights of suspension under Clause 9a or cancellation under Clause 10a shall not in any way prejudice the Council's rights in respect of any prior breach of these Conditions.
- e. Future Changes - It is anticipated that over time Council procedures and practices will change. This will involve amendments to this document to reflect these changes.

## SCHEDULE A – SCOPE OF AUTHORISED WORK

### 1 CONSTRUCTION OF CONNECTION ON A PUBLIC DRAIN FOR A NEW PRIVATE DRAIN

This work provides for construction of a connection point on an existing public drain, to which a private drain is to be connected. Where there is no connection, the work provides for the construction point (either a saddled connection, an inserted wye junction, or a stub pipe and dropper if required from a manhole) on a public drain. This work may be on private property or in Road.

### 2 CONSTRUCTION OF NEW PRIVATE DRAINS IN ROAD

This work provides for construction of a new private drain in a Road from an existing connection on a public drain to the property boundary.

### 3 RENEWAL OF A PUBLIC DRAIN AFFECTED BY BUILDING OR OTHER WORKS

This work provides for the renewal of an existing public drain which will then have a building constructed over it. It also provides for the renewal of a drain which will have other works carried out near or over it that could compromise the integrity of, or future access to, the drain for maintenance or renewal purposes.

### 4 DIVERSION OF A PUBLIC DRAIN AFFECTED BY BUILDING OR OTHER WORKS

This work provides for the diversion of an existing public drain on a new alignment clear of a proposed building or other works. The work will ensure that there will be adequate future access to the drain for maintenance or renewal purposes. It may also lessen the risk of damage to the drain.

### 5 REPAIR OF PRIVATE DRAINS IN ROAD

This work provides for the repair of private drains in Road found to be damaged and causing blockages to these drains. This work may also extend to the connection on the public drain if required.

### 6 INSTALLATION OF LOW PRESSURE SEWER SYSTEMS

### 7 INSTALLATION OF SEWER VACUUM SYSTEMS

## SCHEDULE B – GENERAL SPECIFICATION OF AUTHORISED WORK

This is not intended to be a formal technical specification. The Authorised Drainlayer will be expected to use materials and methods conforming with those set out in the Council's Standard Specifications CSS Parts 1 to 7:

<http://www.ccc.govt.nz/business/constructiondevelopment/constructionstandardspecification.aspx>

Important note: The Authorised Drainlayer shall be liable and responsible for any consequences in law arising from any spill of sewage from any part of the wastewater system caused by any act or omission by the Authorised Drainlayer.

The following matters require special care and attention:

- Safe site practices are to be used at all times;
- Sufficient tools and resources are to be available to adequately perform the tasks without any undue delays;
- Correct notification procedures are to be followed for the work;
- Prior approvals are to be obtained before work starts on site;
- Sufficient technical expertise is to on site and correct methods are to be used to handle and install water pipes (including manufacturers recommended methods of handling and storage of materials);
- Quality assurance checks (adequate to the nature of each individual job) are to be used during the work to ensure that the work has been carried out correctly and that the materials are as specified on Council's Approved Materials' register.

Refer to Council's CSS and IDS for QA checklists and hold points.

## SCHEDULE C – PROCEDURE FOR AUTHORISED WORK AT OWNERS COST

### OWNER APPLICATION

- a. The Owner (or the developer) or their agent applies to the Council for consent to carry out a development involving drainage works.
- b. The Application is processed as part of the building consent procedure. The PIM will identify if the work involves Authorised Work.
- c. The CCC Residential / Commercial Consents Unit issues the consent and advises the owner that Authorised Work is involved and that road opening and inspection fees are payable.
- d. The Owner is also advised that Authorised Work can only be carried out by an Authorised Drainlayer. A list of Authorised Drainlayers is attached to the PIM.
- e. The Owner negotiates with and appoints an Authorised Drainlayer to carry out Authorised Work.
- f. The Owner pays all fees involved at the time the consent is uplifted.

### AUTHORISED DRAINLAYER RESPONSIBILITIES

- a. The Authorised Drainlayer shall ensure that the Owner has obtained the relevant approvals and paid the fees involved.
- b. If the Authorised Work is within a Road, the Authorised Drainlayer is required to submit a TMP using the TMP for Christchurch website (<http://tmpforchch.co.nz>).
- c. The Authorised Drainlayer is required to notify the relevant persons or authorities within the prescribed times specified in these Conditions.
- d. If the Authorised Work requires access within other properties, the Authorised Drainlayer shall obtain the necessary permissions.



## SCHEDULE D – PROCEDURE FOR REPAIR OF PRIVATE DRAINS IN ROADS

### OWNER HAS BLOCKED DRAIN:

- a. The Owner calls a drainlayer.
- b. If the drainlayer suspects that the blockage is caused by a fault in the lateral located in the road, the drainlayer shall take a CCTV video or other evidence of this and call the Council' Contracts Engineer on 941-8376 or 941-8375 to report the problem.
- c. If no evidence of a fault is found the Owner pays for all work.

### REPAIR WORK:

- a. The Council, based on the evidence from the drainlayer, decides the extent of the repair required.
- b. If the drainlayer is an Authorised Drainlayer he is given an order number to carry out the work, (this work should be done promptly to avoid the possibility of a second blockage).
- c. Otherwise an Authorised Drainlayer is appointed to carry out the repair.
- d. The Council inspects the work as it proceeds.
- e. The Authorised Drainlayer shall take as-built information and submit to Council.

### PAYMENT AND MAINTENANCE:

- a. The Council will pay for the repair work, including the cost of clearing of the original blockage, on receipt of an invoice from the Authorised Drainlayer.
- b. The Authorised Drainlayer is responsible for the maintenance of the work as specified in this document.