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Submitter	Ack	Page	Section	Para	Error / barrier	Suggested Fix	Recommended Change	Comments
Alec Louverdis, Nelson City		23			"Utility Operators may assist by marking.....". This seems to be a deviation from our first drafts. One would think that UO's have an obligation to mark their services on site at no cost as this is their service. Any reason why the "may" is in?	Change may to must.	No change.	The required duty is to provide sufficient information to effectively locate the utilities on site. The onus is on the UO to determine the most efficient method. It is in their interest to ensure that the information is sufficient.
Alec Louverdis, Nelson City		23		4th	Nowhere is the issue of cost addressed with respect to observation/standovers by UO staff. This also seems to be a deviation from previous drafts where it was proposed that where UO's need to supply standby or observe digging around their services that this should be at their cost.	State explicitly.	No change at present.	There may be circumstances where the cost should reasonably be borne by either of the parties and this should be able to be equitably resolved by the parties beforehand. The code avoids being too prescriptive in favour of allowing the UO to determine their risk and appropriate action in response. If they cannot agree, there is a tension between creating unnecessary costs and interest that a utility has in protecting their asset. However where a contractor has damaged a UO services, then time spent by UO staff on site should clearly be paid for by the contractor.
Alec Louverdis, Nelson City		36/ 37	6.15/ 6.15.2		The provision for the Corridor Manager to recover costs for reinstatement of road markings and street furniture seems to have been removed. These costs should not fall on the CM just because they can do them	Causer pays.	No change.	Reasonable conditions provide for the costs of reinstatement to be met by UO. Refer to section 6.22 , particularly the third paragraph and the Template of Reasonable Conditions particularly paragraphs 10 and 26. Also note 12.3.2 and the principle of causer pays.
Alec Louverdis, Nelson City		54	9.4.1		This one I have a major issue with. I thought the whole purpose was for the UO to apply for the CAR to accept full responsibility. Is delegating this responsibly not at odds with this philosophy? We place all the responsibility on the UO for all work yet seem to be allowing a third party to apply for the CAR on their behalf - how will this work? This is the exact problem we are now facing	No delegation.	No change at present.	There is no agreement that this is a "problem" and it is how most corridor managers manage their own maintenance i.e. the works to be done are handled by their agents. The code defines the principals as UO and Corridor Manager, and that those parties are fully responsible for their agents. It was never intended that UOs apply for their own CARs, but that they are fully responsible for the actions of their agents. Should a CM determine that an agent is found to have acted inappropriately, then it is a matter between the principals, ie the corridor manager and the utility operator to resolve.
Alec Louverdis, Nelson City		54	9.4.2		No definition of "sufficient scale" exists. This seems too open-ended.	Would it not be better to simply require a retrospective CAR for emergency work as the same conditions as for planned works would apply.	No change.	Most emergency work would be complete before the CAR was written. There is little point in writing a CAR for the purposes of setting conditions for work that is already done. The point about getting a retrospective CAR is in setting a baseline for the warranty. The work then has to be of "sufficient scale" to be warranted. That level of requirement is one for the immediate parties to decide and they should be reasonably able to agree on it - but it cannot be done for them.
Alec Louverdis, Nelson City		56	9.8		Second paragraph - "The CMmust advise the UO that the works are accepted as complete".	I assume that this in no way removes the responsibility from the UO for all works done	No change.	In our view this issue is dealt with in 6.22 .

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Michael Chadderton, A J Broom Road Products NZ Ltd	31	6.6.2 Temporary Surface Reinstatement	This specifies temp surfacing as “ must be cold mix asphalt... ”	Could this not be "with materials as durable as the surrounding pavement"?	No change.	It also says "... or an equivalent approved by the Corridor Manager." As a temporary surface it may not need to be as durable as the surrounding pavement.	
Michael Chadderton, A J Broom Road Products NZ Ltd	32	6.6.3(a)	The requirement for steel plates is “... must be skid resistant, ” but what is a reasonable measure of skid resistance in this application?	Specify.	No change.	There is no measure per se other than the specific requirements for the road surface, but anyone using steel plates is liable (common law) for damages costs that arise for creating an unusual situation on the road. Such surfaces can be treated.	
Michael Chadderton, A J Broom Road Products NZ Ltd	33	6.6.5(d)	“... chip sealed evenly with a bitumen emulsion complying with TNZ... ” This excludes the BRP Road Patch from consideration.	I suggest an “or an alternative approved by the Corridor Manager..” type approach.	No change.	The Code is based on current industry accepted practices. The Code can be amended as industry accepted practices change. Also note that these can be varied through local and special conditions where circumstances are appropriate. However, the Code itself must cover circumstances that meet all requirements.	
Michael Chadderton, A J Broom Road Products NZ Ltd	33	6.6.6	The requirement for joint sealing is “... an approved hot poured rubber bitumen... ” and this excludes the BRP Road Patch from consideration.	I suggest an “or an alternative approved by the Corridor Manager..” type approach.	No change.	The Code is based on current industry accepted practices. The Code can be amended as industry accepted practices change. Also note that these can be varied through local and special conditions where circumstances are appropriate. However, the Code itself must cover circumstances that meet all requirements.	
Michael Chadderton, A J Broom Road Products NZ Ltd	33	6.6.8	Requirement for trenches in chip seal carriageways states, “ Chip seals must be laid in accordance with TNZ specification... ” and this excludes the BRP Road Patch from consideration.	I suggest an “or an alternative approved by the Corridor Manager..” type approach.	No change.	The Code is based on current industry accepted practices. The Code can be amended as industry accepted practices change. Also note that these can be varied through local and special conditions where circumstances are appropriate. However, the Code itself must cover circumstances that meet all requirements.	
Michael Chadderton, A J Broom Road Products NZ Ltd	33	6.6.9	Current texturing asphalt reinstatement requirement states, “... TNZ specifications TNZ P/4 or TNZ P17... ” and this excludes the BRP Road Patch from consideration.	I suggest an “or an alternative approved by the Corridor Manager..” type approach.	No change.	The Code is based on current industry accepted practices. The Code can be amended as industry accepted practices change. Also note that these can be varied through local and special conditions where circumstances are appropriate. However, the Code itself must cover circumstances that meet all requirements.	
NZTA Auckland	91	General Conditions	15th	Paragraph 15 appears to suggest that even if work is started under the agreement the validity of the agreement ends after 6 months. The intent seems to be that if work has not started within the six months, then the agreement is no longer valid.	Amend the wording to read, “Unless the works stated in the agreement have started on the site, the agreement will only remain valid for 6 months from the date of approval on the Works Approval Notice.”	Accept change.	Agree that the current words do not appear to meet the intent of the expected outcome.

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Glenn Broadbent	Y	24	Figure 1: Standard trimming for trench cuts.		This drawing appears not to comply with the trenching & reinstatement requirements of "Doing it right, a guide for working in the road in the Auckland Region" A guide developed & endorsed by Auckland Region Road Controlling Authorities and in particular Auckland Utility operators Group. This conflict would make it difficult for Utility operators to comply with both codes.	Replace figure 1 with the various details within the 'Doing it right' document or refer directly to that document.	No change.	Working group has agreed all the technical requirements and the specific detailed diagrams to be included in the Code. This included representatives of the major urban areas (specifically Auckland). The Code once adopted will replace existing codes and therefore there should not be any ongoing conflicts. Note that simple and easy-to-use information for Contracor is an issue that will be addressed during the implementation phase.
David Hutchison, Chief Civil Engineer, Downer EDI Works Limited		27	6.5.4	3rd	Needs clarification since the materials involved exhibit different behaviours between their loose and compacted states.	I proposed that the phrase in bold font be added: "All materials including bedding must of be sufficient quality and strength following placement and compaction to support the imposed loading, including traffic and road construction loading."	Accept change.	Agree that the words are required to meet the technical requirements and also are plainly common sense.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	16	5.6.6		The Code assumes that it is physically possible to co-locate all utilities in transport corridors. However because of the potential for mutual thermal heating and other interference to nearby assets (such as transferred voltages), this is not necessarily the case for electricity assets. Further, other infrastructure located near to electricity assets could cause interference to the performance of electricity assets.	Transpower considers that electricity assets should be treated separately and the exclusion in clause 5.6.6 should apply to all electricity assets carrying 110kV or greater (ie not just greater than 110kV).	No change.	It is not possible to treat any utility separately as they all have to be integrated to optimise the existing space in transport corridors, subject to technical constraints identified in the CAR. The exclusion in 5.6.6 is because of exclusions to access to roads meaning that any access is at Corridor Manager discretion.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	16	5.6.6		Given the potential for interference by and to electricity assets, Transpower considers that electricity assets should be treated separately and submits that the exclusion in clause 5.6.6 should apply to all electricity assets carrying 110kV or greater (ie not just greater than 110kV). Alternatively the exclusion should apply to electricity assets carrying greater than 110kV or 100MVA. Although clause 6.9 refers to the separation requirements contained in various "codes/regulations", these deal only with mechanical/physical interference and do not deal with all electrical and thermal interference issues relating to electricity assets.	Transpower considers that electricity assets should be treated separately and the exclusion in clause 5.6.6 should apply to all electricity assets carrying 110kV or greater (ie not just greater than 110kV).	No change.	Reference is s.24(5) of the Electricity Act (still existing) which excludes "... electricity at a voltage of more than 110 KV and a capacity of more than 100 MVA" from any right of access to roads except for works suspended above roads. Otherwise there are rights of access and such access when requested must be managed.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y		3.2(c) and 3.3(c)		Because interference by and to electricity assets is so complicated, the Corridor Manager won't necessarily be capable of determining whether or not interference with or to electricity assets will occur. The Corridor Manager may not therefore be able to impose conditions pursuant to clauses 3.2(c) and 3.3(c) to ensure that no interference occurs to or as a result of high voltage electricity lines and this is another reason why it seems sensible to exclude high voltage electricity assets from the Code.	Exclude high voltage electricity assets from the Code.	No change.	It is not possible to treat any utility separately as they all have to be integrated to optimise the existing space in transport corridors. There are rights of access and such access when requested must be managed.

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Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	5.6.6	Transpower understands that one of the key aims of the Code is to manage access to transport corridors so that any disruption to traffic is minimised. In terms of Transpower's assets, the maintenance of overhead lines, wouldn't typically cause any interference to the normal operation of transport corridors. However, the maintenance of underground cables could cause interference depending on the installation concerned.	To avoid unnecessary administrative efforts, Transpower considers that the exclusion in clause 5.6.6 should cover both the maintenance and installation of electricity assets, other than the maintenance of underground cables where it is necessary to dig up road or rail corridors.	No change.	From experience this is not the case since even when stringing cables by helicopter on-road protection works need to be done to protect the public. Work on the road will interfere.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	Whole Code	Transpower is concerned that the Code requires various agreements to be reached between Utility Owners and Corridor Managers (for example in clauses 5.16 – construction techniques and 6.5.4 – trench reinstatement) in situations where Resource Management Act processes might mean that Transpower needs to reach separate agreement on the same matters for the purpose of avoiding, remedying or mitigating environmental effects. Those separate agreements might be with other departments of local authorities or with other Utility Owners that have consents or designations on, over or under transport corridors.	Transpower submits that the requirement to reach agreement with Corridor Managers should be deleted from the Code.	No change.	Reference is s.24(2) of the Electricity Act. Not legally allowable as right of access exists only if the Corridor Manager is given notice to set reasonable conditions, let alone that it ignores Corridor Managers other than local authorities. The RMA does not per se grant any such right of access.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	3.8 or 5.6	Transpower submits that clause 2.8 relating to dispute resolution or clause 5.6 relating to the general provisions for the placement of utilities should specify that priority must be given to infrastructure of national importance. That would be consistent with clause 8.4.4 where ONTRACK may adopt a prioritisation process for public utilities provided in the national interest.	Transpower submits that clause 2.8 relating to dispute resolution or clause 5.6 relating to the general provisions for the placement of utilities should specify that priority must be given to infrastructure of national importance.	No change.	What about road and rail? That has also been defined by the Environment Court as infrastructure of national importance and it is those parties that the disputes are likely to be with. Note that Corridor Managers must have criteria for prioritisation of space and it is there rather than the Code where such issues should be addressed. Suggest that this is a matter for liaison.
Andrew Renton, Asset Development Engineering Manager, Transpower New Zealand Limited	Y	5.5	Because of the significant scale and the nature of Transpower's assets it is necessary to plan works decades in advance and secure routes as the opportunities arise (which would appear to be in accordance with the objectives of the Code). To this end Transpower installs ducts and other assets when opportunities present to enable future works to proceed with minimal future disruption.	Transpower therefore submits that the references in clause 5.5 to "unused" ducts or other assets should be deleted. Unused ducts, structures or assets are not necessarily "spare" or redundant when viewed in light of the planning period that Transpower needs to consider.	No change.	Suggested that this is by agreement and would not be then considered unused.
Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	15 5.6.1	The need for a key situation which requires specific conditions, restrictions and advice notes should be inserted as a new sub section "(i) Designated Corridors"	1. Change both the sub heading from eight to "nine" and first paragraph to "Nine key situations ... " 2. Add a new sub section "(i) Designated corridors". It might be prudent to advise how Designated Corridors are managed under the Resource Management Act somewhere in this Code as is done for "Railways". This could be brief but state that all the information regarding Conditions and Restrictions is contained within the District Plan which is the only recognised legal document under the RMA.	No change.	Not necessarily the case e.g. State highways which are generally designated corridors.

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Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	7	3.2		Omission of Corridor Managers responsibility to ensure that the existing Requiring Authorities who have Designated corridors Conditions and Restrictions inclusive of Advice Notes are met and that the requisite RMA approvals are granted prior to works proceeding	Insert sub section (g) "Corridor Managers shall ensure that current Designated Corridors require and receive the approval in accordance with s176 of the RMA from the Requiring Authority at time of application". It might be better to insert a new section 3.7 (and subsequently renumber 3.7 'Conflicts of Interest' to 3.8) with regards to "Requiring Authorities" as has been done for Corridor Manager for Rail reflecting their responsibility to locate, approve works etc.	No change.	Not widely applicable to a national Code. Advice to road controlling authorities is not to allow secondary designations as it restricts their own access.
Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y				The opening paragraph states that 'motorways' are covered specifically in Chapter 7, there is no mention of Designated Corridors. Corridor Manager Approval can not be granted without approval from Requiring Authority	Insert a Chapter on Designated Corridors and the requirement to obtain both the Corridor Managers and the Requiring Authorities approval. Insert a Chapter similar to Railways (8) and Motorways (7) capturing descriptive and practical guidelines for other Utilities to obtain approval. The insertion of a Chapter for Designated Corridors may require a flowchart/form for others to utilise as an easy application to the Corridor Manager when obtaining approval. This has been recommended and results in no change to the current forms used by Councils as the s178 approval is performed simulataneously.	No change.	NZTA is the requiring authority and its requirements are covered.
Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	11	5.2		It is noted that a paragraph for State Highways states that there is a specific Statutory Duty to have a written approval There needs to be a similar paragraph stating that there needs to be written approval for any Designated Corridor which must be obtained from the Requiring Authority.	For existing Designated Corridors there is a specific statutory duty to obtain the Requiring Authorities Approval under s176 of the RMA unless prior Agreement has been reached between the respective Utilities".	No change.	For State highways the requiring authority is NZTA who are also bound by the utility legislation for rights of access and this is also the case for a number of other road authorities. Therefore this wording would not be correct in all cases.
Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	10	4.5	3rd	Sharing of electronic information.	Reword paragraph 3 to include a statement that electronic information may be provided in PDF format only and following the approval of the Utility Operator. This information shall be used as a guide only. The recommendation above may be reworded but the intent is to ensure that no live data is transmitted without prior authority and that any electronic information used by others is for reference only.	No change.	Overly onerous and not necessarily applicable. This should be resolved between specific parties as some information (such as contact names etc.) could simply be exchanged by e-mails and this change would make it restrictive to do simple things. Should be horses for courses and the Code does not need to specify.
Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	71	Entire page		The Requiring Authorities have specific Agreements with Territorial Authorities and other Utility Providers whereby specific Dispute Resolution has been agreed to and are Confidential. In these cases the Chapter 13 opening paragraph should state that this "may" be used (not must).	Amend the opening paragraph to allow for other forms of resolve to any dispute.	No change.	Road controlling authorites in general are requiring authorities and would not agree that this is the case. Written for a specific instance that does not bear up in actuality.

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Peter Owbridge, Refinery Auckland Pipeline Controller, The New Zealand Refining Co Ltd - Private Bag 9024 - Whangarei	Y	78	Schedule A - Definitions		Omission of definition of "Requiring Authority".	Insert definition of Requiring Authority and refer to this in the definition "Corridor Manager" as well. Definition: - "A network utility operator approved as a requiring authority under section 167".	No change.	Not the sole requiring authority involved.
Jim Coe, Managing Director, BureauCo Limited	Y	2	1.3(c)		Includes "Transit" and not "NZTA".	Make the change.	Accept change.	Change of organisation requires update.
Jim Coe, Managing Director, BureauCo Limited	Y	7	3.2	Explanatory	Is the wording of 'road controlling authorities' meant to be 'road corridor manager' here? Road Corridor Manager is not a defined term - should it be?	Replace; define?	No change.	Reference is to a road controlling authority doing works on the road rather than a Corridor Manager performing duties under this Code. The reference is correct.
Jim Coe, Managing Director, BureauCo Limited	Y	59	10.3		Should for three paragraphs be labelled "[Explanatory:]"?	So mark.	Accept change.	This section is explanatory.
Jim Coe, Managing Director, BureauCo Limited	Y	66	11.1		Should this section be in non-italic font or labelled "[Explanatory:]"?	So mark.	Accept change.	Remove italics as this is the purpose and intention of the chapter.
Jim Coe, Managing Director, BureauCo Limited	Y	78	Schedule A - Definitions	'Corridor'	Definitional comment around Ontrack is inconsistent with page 48, section 8.2, paragraph 1	Make consistent.	No change.	Accept that it appears inconsistent, but the law is convoluted and on their advice it was easier to accept that the rail provider is Ontrack and they will assist to ensure the right group is targetted.
Jim Coe, Managing Director, BureauCo Limited	Y	78	Schedule A - Definitions	'Corridor Manager'	Is the definition's wording as intended?	Check.	No change.	It is as intended. It would have helped if the concern was documented.
Jim Coe, Managing Director, BureauCo Limited	Y	81- 82	Schedule A - Definitions	'Works (a) Major Work'	By definition, list should include 'Project Work', however it is recognised that this in turn raises an issue with Notice 'Type of work:' classifications used.	Check, and if agree, add to bullet pointed list.	No change.	Project works is defined as planned major works, which means that the whole definition of major works would apply rather than having it as a bullet point.
Jim Coe, Managing Director, BureauCo Limited	Y	84	Schedule B	'Preliminary Notice'	While listing of 'major work situations' is consistent with the existing Code (SNZ HB 2002:2003); it is inconsistent with Works (a) Major Work definition at pages 81-82.	Check, and if agree, make consistent.	Accept change.	The notice on p.84 needs to be consistent as this Code replaces the previous Code and the change is a conscious one.
Jim Coe, Managing Director, BureauCo Limited	Y	87	Schedule B	'Works Completion Notice'	At bolded statement "A written statement confirming with the conditions of the CAR". Such conditions are only applied in WAN. Also should include notice number.	Check and if agree, replace 'CAR' with 'WAN' plus add number.	Accept change.	Conditions are in the WAN.

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Jim Coe, Managing Director, BureauCo Limited	Y	88	Schedule B	'Maintenance Notice'	At "This is to advise warranty audit of CAR No.". Logically would apply to the WCN (if numbered as suggested above). Equally, "... has been completed of the CAR.", would be changed to WAN (plus number if as suggested above).	Check, and if agree, replace 'CAR' with 'WCN'.	No change.	Process is registered with the CAR and the numbering should be consistent. The WCN itself refers to "...work on CAR No.".
Jim Coe, Managing Director, BureauCo Limited	Y	43- 47	Chapter 7		The Code appears to enable NZTA to administer 'project works' and 'works' in roads (highways etc.) under the same processes that it enables Councils to administer local roads (inference drawn from Chapter 3, Roles and Responsibilities, section 3.2). Given this is a reasonable conclusion to draw, it would appear that the administration of motorways require different processes to administer 'project works' and 'works', as summarised at page 47. Acknowledging at all times that the specifics of each 'road' type will vary; it would seem most effective to maintain consistency of business processes within all transport corridors for all parties.	Consider all business processes associated with motorways to be managed under the same Code processes as established for roads (highways etc.) and local roads. Should NZTA internal requirements need to differ from other transport corridors, then they could, but stakeholders would have a nationally consistent process framework.	No change.	There is very little right of access to motorways and the legislation recognises this as in most cases motorways are not roads for the purpose of utilities. There has been direct negotiation with NZTA and the Code recognises the extent to which access to motorways is likely to be granted and the difficulties of working in such an environment.
Jim Coe, Managing Director, BureauCo Limited	Y	48- 52	Chapter 8		The Code appears to enable Ontrack to administer 'project works' and 'works' in the rail corridor under the same processes that it enables Councils to administer local roads (inference drawn from Chapter 3, Roles and Responsibilities, section 3.3). However the Code appears to also enable Ontrack to administer the rail corridor for 'project works' and 'works' under different processes to how Councils administer local roads and NZTA roads (highways etc.). Acknowledging at all times that the specifics of rail will vary from road (or motorway if remains handled as in Code presently); it would seem most effective to maintain consistency of business processes within all transport corridors for all parties. In addition there does not appear to be any mention of the process by which maintenance 'project works' and 'works' of existing corridor assets owned by any party is to be handled. In absence of any clarification, this presumably means that the Code enables Ontrack to administer such works under the same processes that it enables Councils to administer local roads and NZTA to administer roads (highways etc.)	Consider all business processes associated with the rail corridor to be managed under the same Code processes as established for roads (highways etc.) and local roads. This would then also cover maintenance. Again, should Ontrack internal requirements need to differ from other transport corridors, then they could, but stakeholders would have a nationally consistent process framework.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.

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Jim Coe, Managing Director, BureauCo Limited	Y	General Comment	As a practitioner in this field we note a range of matters which, through our operational experience to date with Councils, utilities and contractors, suggests some additional thought is required to attain alignment between the espoused concepts/intents as discussed and detailed in the Code document; and their practical delivery in a systematic and standardised way for all stakeholders. We suggest that our clients are looking for innovative ways to drive business improvement through practical implementation of these business processes across all transport corridors.	Briefly some examples offered for consideration are: (1) there is a need for a Project Work Liaison Notice process as contemplated within the existing Code (SNZ HB 2002:2003) and as evidenced in espoused concept/intent within this Code document. This would manage project work contemplated for motorway and rail (as well as for NZTA roads and Council local roads). (2) that the text and notice form relating to 'maintenance' activity as contemplated is in reality a "warranty" process and thus we suggest it would be better served to be named thus. (3) there are a number of notice forms which as laid out do not consider operational practicalities of marrying requirements under different existing codes/rules established by road controlling authorities (or Corridor Managers under the new Code) regarding timing of provision of documentation such as TMPs and generally the administration of all such documentation.	No change at present.	Noted but recommend that given the effort that has gone into the software design of the forms that they be operated as is and reviewed needs-based when the Code is reviewed.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	10	4.5	4th	Unison considers the accuracy measures to be very narrow targets, as over time other asset locations can subsequently be relocated. However, by the inclusion of "where practicable", utility companies are given some assurance that this and other factors specific to the site will be taken into account.	No change at present.	Actually the accuracy measures are very loose in roading terms. And the location data should not be tied to anything that is likely to change. It should be possible to locate the asset independent of any other assets.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	10	4.5	5th	Unison agrees that final plans showing the completion of any works affecting any utility structures must be made available to all stakeholders. However, we have concerns with the time limit of "made available no later than 3 months after the completion of any works...".	No change at present.	It is considered that this sort of time lag may cause unreasonable delays for other parties who subsequently want to do works in the vicinity and a possible abrogation of common law duties. In agreement all of the parties who considered this were prepared to accept three months because it creates higher duties of care in the interim and because there are ways of establishing the position of utilities that do not need significant delays after the job is done and indeed should mostly be done during the job to establish the vertical position.

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Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	12	5.5.1	3rd paragraph, bullet point (b)	Unison understands that in certain situations a corridor will become heavily congested and therefore space will be at a premium. Therefore, ideally redundant or abandoned infrastructure is removed so the space can be utilised by another Utility Operator. However, we consider that the 'causer pays' principle should apply, which would also have the benefit of motivating the Utility Operator to nominate abandoned infrastructure for removal. Or, at the very least a reference that the cost allocation of any decisions to remove or recycle infrastructure is to be made in accordance with the 'Cost Sharing' sections in part 12 of the Code.	No change.	The words are "must consider" with no absolute duty to commit funding and that is not unreasonable if we are considering "New Zealand Inc". However, this does not prevent the owner nominating which utilities are redundant or abandoned so that the space can be reused.	
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	13	5.5.2		Unison has concerns in respect to this section, in respect to the indication that unused ducts can be easily transferable for use to another Utility Operator.	The reasons for this concern are the following: 1. Colour of the duct is specific to the Utility Operator, 2. The position of the duct is specific to the Utility Operator, 3. Separation of the duct from other cables (use and safety considerations), and 4. Ownership of the duct is not altered, but if the Utility Operator owner wanted to use the duct at a later date, is there an implication that there will be a cost involved under the 'causer pays' principle to the owner? There is also concern that the Utility Operator must have a specific purpose in mind when installing the duct, otherwise the duct could be made available to another Utility Operator. Spare ducts are installed for unforeseen circumstances, like a cable failure so a replacement cable can be installed without excavating. It is not inconceivable that the duct is needed for another reasonable purpose not originally anticipated, for example a customer requirement could change the plans of the Utility Operator.	Only changes in part at present. Suggest that this is reconsidered at each review in that there is a possibility of this not being used as intended.	Not easily transferable because of the ownership issue and the decision rests with the asset owner. However, in response: 1. OSH Guide is referenced in 6.4 and Schedule F, but it is also noted that at present there is disparity between the guide and practice and all duties of care are with the one doing work. Transfer of ownership will need transfer of as-built data for future location including colour of ducts so that location data, including anomalous duct colours, can be provided to other parties; 2. Not acceptable for sustainability once the corridors become congested as it implies that first-comers have higher rights than others. It is recognised that because of other issues (such as interference) the transfer of established ducts between utility types will be limited; 3. Transfer between types may be limited but if installed for a particular use then it must be acceptable to use for the same use by others; 4. Nothing is intended to be implied. Overall this cannot be a concern because works should not be done on the road in speculation. There must be a purpose for the works, although advancing works in the pipeline to avoid two openings of the road is not unreasonable. If such This is necessary to give a clean, new edge to the work to match the new surface up to. It would be very unusual for this to be achieved with the first cut. If the first cut was considered generally adequate to match up a robust surface reinstatement then it would not be worded as such.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	23	6.5.2	4th	The current wording could cause some confusion, if the first cut is adequate for a robust surface reinstatement.	Unison considers that the clause should be qualified, so that a second cut is only required if it is needed for a robust surface reinstatement.	No change.	

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Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	31	6.6.3	1st	Often with a large project, it is more practicable and efficient for the Utility Operator to complete the trenching along the whole stretch of road before doing the final seal. Unison believes that there needs to be recognition that any timeframes for permanent resurfacing is project dependent.	Unison considers that the seven day time period could be unreasonable if the Utility Operator is undertaking a large project.	No change.	For carriageway work in high trafficked areas it is likely that removal of the work site and temporary surfacing to run traffic on will be required for all peak traffic periods. Such temporary surfacing is unlikely to last much more than a week without needing to be replaced. For long work sites in lower trafficked areas the impact on the public is more reasonably managed by keeping the worksite to a reasonable length and providing a reasonable running surface. It is recognised that the cost preference by the Utility Operator is to do the work all in one go, but it should also be recognised that this is often achieved by transferring costs to others. Overseas this is compensated for by charging lane rentals by extent of effect, which is currently only applied in this country to some roading contracts.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	38	6.21	3rd	Unison has concerns that this could result in an onerous and costly exercise for work that is going to cause little disruption. The definition of "major work" in Schedule A, means work that is deemed 'major' by the Corridor Manager.	We believe that the decision of whether a work is "major" should be decided in conjunction, between the Corridor Manager and Utility Operator. We also request that the examples provided in Schedule A are reviewed in the context of section 6.21 (e.g a road closed for more than two minutes).	Accept change in part.	The words for a communication strategy are changed to "must be considered". These are considered reasonable safeguards and an appropriate level for requiring that there should be communication because of the common law rights of access.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	39	6.22		Unison considers that if the Utility Operator has reinstated the road corridor or other property affected by the work, to the conditions set by the Corridor Manager, this needs to be taken into account. The Corridor Manager may have specified particular reinstatement practices that the Utility Operator does not agree with, and yet the Utility Operator will be responsible for any resulting deterioration or damage to the works and assets.	Changes to warranty.	No change.	If the Utility Operator does not agree with the reinstatement practices then the Code allows for the conditions to be disputed. Otherwise, it is the Utility Operator's workmanship and the responsibility should be accepted.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	48- 52	Chapter 8		Unison is supportive of ENA/EEA's response on the rail chapter of the Code.	It would be beneficial to all Code Stakeholders, if further work and engagement was undertaken to ensure barriers to the rail corridor are minimised, whilst taking into account Ontrack's considerations.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	53	9.3.1	2nd	Unison considers that the information required in this clause to be very onerous for a preliminary notice. For example, in subdivisions the final depth of the cables may not be known because the trench is supplied by the developer. The lines business will only provide the developer with the minimum requirements.	The qualification of "where available" needs to be clearly highlighted, due to the wording "must be submitted".	No change.	It should not need to be highlighted if the wording is correct.

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Amanda Reid, Regulatory Affairs Analyst, Unison Networks Limited	55	9.6	3rd paragraph, bullet point (a)	One project sometimes encompasses a couple of roads (e.g. an intersection). Enough information should be provided within the one WAN.	Unison recommends that "road" is changed to "project".	No change.	The paragraph says "may" because the roads may belong to more than one road controlling authority. Therefore the change cannot be fully encompassed.
Michael Voss, Southland District Council	22	6.2	2nd	Ensure that placement of utilities is optimised for future users.	Add extra bullet point "(n) In an alignment that does not constrain the future installation of utilities."	Accept change.	Sustainability is a reasonable goal.
Michael Voss, Southland District Council	23	6.4	3rd	Other instances for using subsoil drains.	Add "...up to 1 metre or along a buried watercourse" to the first sentence.	No change.	Is a buried watercourse likely to be always locatable? Implies a duty that may not be reasonable.
Michael Voss, Southland District Council	34	6.7		Ensure the maintenance response time.	"...Noticeable settlement, within the maintenance period , in road carriageways..."	No change.	There may be a need for response outside the maintenance period. This is a limitation that is not required.
Michael Voss, Southland District Council	40	6.23.2		Response times for remedial works not set.	Suggest a "not to exceed timeframe of 20 days rather than "agreed".	No change.	Not acceptable for highly trafficked roads. New words would allow for a dangerous situation to develop when the response time might need to be less than 24 hours.
Michael Voss, Southland District Council	41	6.24		The case is similar for excavation work.	Add section about excavation work.	No change.	More adequately covered in 6.4.
Michael Voss, Southland District Council	54	9.4.1	2nd	Simplify further.	Add a second sentence to the second paragraph under minor work "... otherwise agreed. A generic Traffic Management Plan will suffice unless siting conflicts require site a specific plan."	No change.	There are a number of situations where this may not be true, especially in urban areas.
Michael Voss, Southland District Council	70	12.3.5		Simple depths are not an appropriate means of recording vertical location in case simple changes in height (even reseals) change the depth below surface.	Add "For assets below the carriageway the utility operator shall ensure means other than simple depths are recorded to locate the buried asset. This is to permit resealing and other road works without resorting to extensive location surveys for underground assets."	Accept change but do not make the change here.	Agree that depth is not a good measure as surface levels change regularly. However, this section is about cost allocation and is not an appropriate place for this change. Suggest add "[Explanatory: Note that for assets below the carriageway the utility operator must ensure means other than simple depths are recorded to locate the buried asset in the future given that surface level changes (reseals, pavement works etc.) will occur over time.]" as an additional paragraph after the fourth paragraph in 4.5.
Michael Voss, Southland District Council	70	12.3.8		Parent company needs to accept responsibilities and liabilities.	Add additional bullet point "(d) Where a third party is no longer extant or traceable, then the parent utility Operator assumes the same responsibilities as that would be assumed by the third party above."	No change.	Stated specifically in 3.5.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	16	5.6.6	While it is important to recognise that there are specific operational and safety issues related to high voltage power cables and high pressure gas pipes, there are suitable processes, independent of this Code, that are specifically designed to provide adequate protections for those assets. Therefore other than the safety aspects, our submission is that to provide consistency across all utilities and assets there should not be any exemptions to the assets covered by this Code.	Vector submits that Paragraph 5.6.6 be removed.	Considered that the statement in 5.6.6 is a legal requirement.	It is not considered that this is an error because of the limitations within the Electricity Act and therefore this statement is legally required because of the issues with ability of access. Reference is s.24(5) of the Electricity Act (still existing) which excludes "... electricity at a voltage of more than 110 KV and a capacity of more than 100 MVA" from any right of access to roads except for works suspended above roads. For assets of these types specific agreements for access will be needed but the Code could be applied if included in the agreement.

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Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	44 - 45	7.5, 7.7	References made to NZTA and Transit New Zealand will become dated. The aim should be to publish an enduring document.	Remove references to NZTA and Transit New Zealand and leave references generically as Corridor Manager.	Accept changes in part.	Changes already made apart from the specific reference in 7.5 as the legislation particularly mentions the agency.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	48- 52	Chapter 8	References made to ONTRACK will become dated. Again, the aim should be to publish an enduring document.	Remove references to ONTRACK and leave references generically as Corridor Manager.	No change at present.	The Code will be subject to regular review and can be dealt with at that stage. At this stage ONTRACK is the sole provider and the Code is not likely to be affected ahead of the next planned review.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	54	9.4.2, 6.23.1	Where emergency works are necessary, despite being excused some of the entry approvals, there is still a necessity to identify the location of other utility assets for safety purposes.	Amend Paragraph 9.4.2 to read: "When emergency work is required, the Utility Operator shall be excused from the road corridor pre-entry notice in writing requirements but shall identify the location of other utility assets prior to works starting and the notification requirements shall be in accordance with 6.23.1. If the work is of sufficient scale to require a follow-up formal approval for warranty purposes, then the CAR must be lodged as soon as practicable but no later than two working days after the work starts." Amend the fifth paragraph of Paragraph 6.23.1 to read: "Where any work is rendered urgent and necessary by any defective equipment or other emergency, the Utility Operator shall be excused from the road corridor pre-entry notice in writing requirements but shall identify the location of other utility assets prior to works starting, and shall provide information to the Corridor Manager on the location and nature of this work as soon as practicable..."	Accept change in part.	Accept that the requirement to follow the Code requirements is implicit and may well lead to instances where the rush to settle emergencies causes other problems. However, 9.4.2 is about notification processes so it is more appropriate that the change is in 6.23.1 and saying this in two places is not necessary.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	12	5.4, 5.5	Paragraph 5.4 provides that a Corridor Manager may request a Utility Operator to install additional ducts for use by that Utility Operator or other utilities. Vector has concerns that on one hand Paragraph 5.4 provides installations for future proofing, but then in Paragraph 5.5 if the eventual owner does not utilise its ducts or redundant pipe, it loses its rights to its ducts should the corridor become congested.	Vector submits that Paragraph 5.5.1 'Redundant or Abandoned Utilities' should be focused only on those corridors where the Corridor Manager can provide evidence that the capacity of utilities has been exhausted and there is still requirement for further access. Vector therefore recommends that the following amendment be made to Paragraph 5.5.1: "Where the Corridor Manager can provide evidence that the road corridor is capacity constrained and there is a requirement for further access and that access prevented by the congestion, Utility Operators must provide information on redundant utility structures or assets such as unused ducts on request by the Corridor Managers or other Utility Operators in order to ensure the corridor is being utilised most efficiently and effectively."	No change.	The conflict between 5.4 and 5.5 is not in fact there since if the Corridor Manager wants the extra ducts, 5.4 requires that the Corridor Manager pay for them. It is expected therefore that the Corridor Manager would own these assets and make them commercially available for the use of others. Otherwise it is not clear that the proposed change adds to the clarity of the Code and may be ambiguous in itself.

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Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	12	5.4, 5.5	Paragraph 5.4 provides that a Corridor Manager may request a Utility Operator to install additional ducts for use by that Utility Operator or other utilities. Vector has concerns that on one hand Paragraph 5.4 provides installations for future proofing, but then in Paragraph 5.5 if the eventual owner does not utilise its ducts or redundant pipe, it loses its rights to its ducts should the corridor become congested.	Furthermore, Paragraph 5.5.2 provides that ducts may only be installed with a stated purpose within a reasonable timeframe. Otherwise other parties may use these ducts. We have concerns that should other parties be given Vector ducts planned for its future works that consideration should be given to the use that we may wish to put its ducts in the future. Vector also has concerns over the criteria to be used for the Corridor Manager to decide whether a Utility Operator's assets could 'not be reasonably used'. Vector submits that further consideration is given to what criteria a Corridor Manager should apply in granting a Utility Operators asset to another Utility Operator. Given the importance of property rights to promoting efficient investments, there needs to a high threshold before any ownership rights are disturbed. This section also needs to address the issue of compensation where the ducts owned by one party are to be used by another. That compensation should be set at the cost of installing new ducts at the time that they are needed.	Accept change in part.	Some changes have been made to clarify in part the issues raised and to try to make it clear that this is not the manner that it is intended that it should be dealt with.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	20	5.16	Vector seeks that the decision over the construction techniques used (trenchless construction versus open trench construction) must lie with the party undertaking the work. However Vector does support the principle of Requiring the Utility Operator and the Corridor Manager to agree on the technique used may result in invoking the Dispute Resolution Process. In general cases a Utility Operator is likely to prefer to adopt trenchless construction over open trench techniques for convenience and to reduce reinstatement costs etc. However, in instances of congested corridors etc., the party undertaking the work may opt to perform open trench construction techniques in order to manage the safety and asset damage risks associated with the work.	Vector submits that the party taking the risk for the excavation should be the party ultimately responsible for determining the construction technique employed. However Vector does support the principle of consultation between the Corridor Manager and Utility Operator over the type of activities and methodologies used.	No change.	This overlooks the ability to consider technical requirements under reasonable conditions where this may be reasonably required such as avoiding trenching in the carriageways of heavily trafficked roads.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	22	6.3	The tables specifying minimum depth of utility services included in previous drafts of the Code have been removed. This creates uncertainty between the Corridor Manager and Utility Operator and for Utility Operators over the minimum depth of burial for utility assets. Vector does not accept that the Corridor Manager should dictate minimum depth for each utility installation as their interests for minimum cover conflict with that of the Utility Operator.	Amend Paragraph 6.3 to read: "Underground utility works shall be installed at the depth as agreed between the Corridor Manager and Utility Operator and as specified in the Works Approval Notice (WAN).	Accept change in part by removing clause.	The issue of depth is well covered in section 5.7 and Schedule D and no other references should preclude this or cause confusion. For this reason this clause is unnecessary as, while it does not change the outcome, it does not add to the clarity of the Code.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	92	Schedule C: Condition 23 Template of Reasonable Conditions	The tables specifying minimum depth of utility services included in previous drafts of the Code have been removed. This creates uncertainty for Utility Operators over the minimum depth of burial for utility assets. Vector does not accept that the Corridor Manager should dictate minimum depth for each utility installation as their interests for minimum cover conflict with that of the Utility Operator.	Vector also submits that General Condition 23 in Schedule C (Template For Reasonable Conditions) be removed as the minimum cover requirements and pipe location parameters have been removed from the Code.	No change.	The issue of depth is well covered in section 5.7 and Schedule D and this reference in the WAN is to ensure that the Code requirements are followed.

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Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	41	6.26	Vector is concerned that Paragraph 6.26 provides the Corridor Managers ability to specify the terms required in a Utility Operator's, and their contractors, public liability insurance. Vector has assets across more than 40 Council areas and under this clause, as it is worded, could be subjected to a multitude of terms stipulated which may inhibit our ability to acquire insurance.	Vector submits that this clause should be reviewed to remove the ability for Corridor Managers to specify terms of the Utility Operators public liability insurance.	Accept change.	Change as noted under ENA/EEA submission.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	48- 52	Chapter 8	Vector submits that Chapter 8 Access to the Rail Corridor is not consistent with the principle outcomes sought by Government through this reform (e.g. improving corridor access for infrastructure development), but instead it aims to enshrine existing legislation. It is consistent with the stated objective at Paragraph 1.1 of the Code, namely: "The Code seeks to provide a consistent and cooperative framework for Corridor Manager and Utility Operators to manage the corridor while providing for the access rights of Utility Operators."	Vector submits that Chapter 8 in its entirety be rewritten to be consistent with the Government's stated objectives for the Code and not to simply enshrine current legislation. We submit that this Chapter should be reconsidered and drafted more in line with the previous chapter on Access to Motorways. With respect to the instructions accompanying the request for submissions, Vector disagrees that Chapter 8 was agreed through a consensus process. Vector also submits that all existing Railways legislation be amended to reflect the changes intended by the proposed Utilities Amendment Act and in particular to remove the need for a Deed of Grant for access and to remove the need for annual grant fees. Should the existing Railways legislation be amended, the existing Deeds of Grant subjecting Utilities to relocation of their assets at any time by Railways without compensation should also fall away. This would be consistent with the intention of the Code.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	55	9.7	Subsection (c) of Paragraph 9.7 requires the Utility Operator to provide As Built plans to the Corridor Manager after the provision of the Works Completion Notice. Vector submits that it is not appropriate, to provide the Corridor Manager with As Built plans as this creates multiple sources of information and may lead to inaccurate data being relied upon. It is more appropriate that the As Built utility information is held by a single organisation and that organisation should be the Utility Operator. Vector believes that the Corridor Managers do not have sufficient resources to maintain the As Built information as well as the Utility Operators and thereby creating significant risk if any utility information held by the Corridor Manager is relied on for any activity.	Vector submits that rather than providing the As Built information to the Corridor Manager, the Utility Operator should provide assurance to them as part of the WAN that the As Built information is being held and is available from the Utility Operator's systems.	Accept change.	Agree that it is clearer if the words "on request" are added after the word "available" in the fifth paragraph of 4.5. Note that it is all parties and Corridor Managers do not want the liability of holding as-built information other than their own.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	68 - 70	Chapter 12	Heading Chapter 12 Cost Sharing: Vector has serious concerns about the wording of Chapter 12 as it currently stands. The key principle covered by this section is meant to deal with the allocation of costs when assets need to be relocated in transport corridors, rather than how costs are shared.	Vector seeks that Section 12 be renamed "Asset Relocations and Costs".	Change name, but suggested name not agreed.	Agreed to change the chapter heading to "COST ALLOCATION" as only a small part of the chapter is about cost sharing. Government's position is: for any industry code to be approved, it must include a section on "cost sharing/allocation" and this chapter is intended to be the means to address this. It is expected to refine this chapter over time, but not to relitigate it now.

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Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	68	12.2		Vector is concerned that Paragraph 12.2 contains far too much detail attempting to describe what current legislation contains.	Vector seeks removal of all the references to historical legislation in Paragraph 12.2. The Paragraph is not a correct summary, and it does nothing but confuse the intention of the Code.	On hold as a new section is to be added as reviewed and recommended by Chapmann Tripp Sheffield Young.	It is considered that it is important in this section, which sets out the current legislative position (and a means of addressing the future changes), that being legally correct is very important. CTSY have provided an amended version that does this and 12.2 will be amended to include it.
Lindsay Cowley, Manager of Strategic Relationships,	Y	69	12.3	3rd	Vector is concerned that the third paragraph under Paragraph 12.3 is unnecessary as it adds nothing to the intention of the Code.	Vector seeks that the third paragraph under Paragraph 12.3 be removed.	No change.	It is a specific part of the legislation and is included so that the parties do not feel restricted in finding a solution that is mutually beneficial.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	69	12.3.2		This paragraph should be amended to focus on the key principles of cost allocations intended by the Code.	Any reference to Corridor Managers being able to fetter the key principle should be removed, e.g., the introduction of parameters to help Corridor Managers avoid their obligation to pay costs for relocations.	No change at present.	It is not clear that the paragraph in question does this or even implies it.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	70	12.3.6		Vector submits that this paragraph is not appropriate for inclusion in a section on Asset Relocations and Costs as it is already covered under the sections detailing the applications for access.	Vector seeks that Paragraph 12.3.6 be removed.	No change.	Noted, but not agreed.
Lindsay Cowley, Manager of Strategic Relationships, Vector Ltd	Y	70	12.3.8		Vector is concerned that this Paragraph that sets out examples of miscellaneous situations that may mean that the principle of the Code should not apply. It is Vector's submission that the only relevant and appropriate part of this paragraph is subparagraph (b) that deals with interference between power and telecommunications assets.	Vector seeks: o Paragraph 12.3.8 be deleted in its entirety; and o The following words be added as a new paragraph under 12.3.5 Wrong located services: "12.3.6 Interference Utility assets may have to be relocated because it interferes with another utility. The causer pays rule applies. (Note: The New Zealand Committee for the Coordination of Power and Telecommunication Systems, NZCCPTS, has produced a guide which sets out principles for determining the apportioning of costs between electricity and telecommunications network operators in certain circumstances.)"	No change at present.	Other parts may also be relevant to other parties.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	10	4.5	5th	This wording is unclear to members who were concerned that they would have to provide, on a wholesale basis, copies of all as built plans to Corridor Managers. However we understand the intention is that UNO's hold the information (to ensure best accuracy management), but practicable) after the completion of any works affecting that the information is made available upon request. There are also some situations (detailed in Unison's submission) where 3 months is not achievable – we recommend a 'where reasonably practicable' at the end of the sentence.	We recommend that the last paragraph be reworded to read: "Final "as built" plans must be prepared by the party carrying out works as soon as practicable and be available on request from the utility operator generally no later than three months (or when reasonably practicable) after the completion of any works affecting any utility structures."	Add words for request but note it applies to Corridor managers' plans of their services as well.	Agree that it is clearer if the words "on request" are added after the word "available" in the fifth paragraph of 4.5. However, it is considered that the 3-month time lag may cause unreasonable delays for other parties who subsequently want to do works in the vicinity and a possible abrogation of common law duties. In agreement all of the parties who considered this were prepared to accept three months because it creates higher duties of care in the interim and because there are ways of establishing the position of utilities that do not need significant delays after the job is done and indeed should mostly be done during the job to establish the vertical position. Note that it is all parties.

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Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	68	12.2	The document lacks clarity as to what the current legislation allows for, and what it will post the introduction of the UAAB – the heading says 'current legislation' yet the text incorporates changes that are yet to be promulgated as we read it. We have made some suggested amendments in the appendix, including a suggested couple of new subheadings to make the distinction between those works covered by the Electricity, Gas and Telecommunication Acts and Other Works clearer. It may also be advisable to be even clearer in terms of what the current legislation allows for. We also consider that the chapter fails to spell out clearly enough that causer pays is the primary principle. The code currently has too much emphasis on the few exceptions where other principles need to be considered by parties. Our recommended rewording is attached as an appendix to this document.	Members consider that without the wording changes submitted (as a minimum) there will be a barrier to implementation as it is not clear enough what the expectation on cost allocations are. This lack of clarity could lead to dispute and inconsistency. Change paragraph 1 to read: "Cost allocation provisions are set out in the Electricity Act 1992, Gas Act 1992, Telecommunications Act 2001 and the Government Rooding Powers Act 1989." Change paragraph 2 to read: "The following is a summary of the implications of these legislative provisions, and those that will be enshrined in legislation (including the decision to bring the Telecommunications Act into line with the other utilities' legislation) once those signalled by Government have been introduced through the proposed Utilities Access and Amendment Bill." Then put in a sub-heading with a following new paragraph: "12.2.1 Works Covered by the Electricity, Gas & Telecommunication Acts Given the guidance provided in legislation, in most cases where utilities are located in the transport corridor the principle of 'causer pays' should hold – all costs arising from an action should be met by whoever is causing that cost to be incurred." Before the last paragraph add a new sub-heading: "12.2.2 Other Works"	On hold as a new section is to be added as reviewed and recommended by Chapman Tripp Sheffield Young.	It is considered that it is important in this section, which sets out the current legislative position (and a means of addressing the future changes), that being legally correct is very important. CTSY have provided an amended version that does this and 12.2 will be amended to include it. However, the new paragraph does cause some legal problems and as the legislation does allow for separate agreements it is considered that this should be held over until this whole chapter is reconsidered in a review.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	69	12.3.2	The existing wording around 12.3.2 is unclear – ENA/EEA understand that the concerns given in the example are to be managed through risk assessments of depth placement etc and through the LTCCP's, however our objection is regarding the way the example has been worded in 12.3.2 - it implies that the contracting out of legislated cost arrangements could be included as a reasonable condition before access terms are agreed. We do note that there is nothing to stop parties coming to an agreed arrangement and that optimisation principles, collaboration and innovative solutions should be encouraged and explored in these cases.	Make the following changes: "Given the guidance provided in legislation, in most cases where utilities are located in the transport corridor the principle of 'causer pays' should hold – all costs arising from an action should be met by whoever is causing that cost to be incurred. Corridor Managers should consider this when it comes to approving utility location. For example, if the economic life of a road is say 40 years and the causer pays principle is applied, then a Corridor Manager will need to be careful in approving the location of utilities in a road if the utility has an economic life beyond the life of the road. Section 5.7 outlines a process for assessment (including the risk management process) that is useful for these cases. "	Accept change in part.	Improve clarity by removing the last two sentences as they may mislead the intent. However, there is also concern that some of the changes proposed may give the wrong focus, in particular that this is not just about depth.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	70	12.3.8	Consider for clarity the first sentence in 12.3.8 be amended.	Change the first sentence in 12.3.8 to read: " Occasionally , situations may arise where cost apportionment will depend on the circumstances."	Subject to further discussion as reason is unclear.	It is not clear how the proposed change in wording provides increases in clarity.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	70	12.3.8	Bullet point (a) Example to move utilities to allow access for new utilities.	If this is to be included what guidance is proposed – if it is not causer pays?	May need to be developed further in the future as needs arise.	In strict interpretation of the Code it may be that this is not causer pays. The Corridor Manager may require the utility to move (and seem the causer), but does so at the request of another party(s). There is no other recourse in law to do so if no other agreement can be reached. There may also be other circumstances that are even less apparently clear, therefore there has been no attempt to be specific until circumstances arise to be addressed.

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Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	48- 52	Chapter 8	ENA and EEA have had significant concerns over the rail chapter for some time. The chapter remains 'as issued' by Ontrack and there has by no means been the same level of engagement or agreement that there has been for the other chapters. While we acknowledge what is written is a useful start we submit that a qualifying statement has to be issued at the start of the Rail chapter to indicate this chapter requires further development.	In our view, the chapter does not adequately consider how rail legislation interacts with utilities' legislation, nor how the rail corridor could better contribute to a more optimal and efficient use of transport corridors for the placement of utility infrastructure. As drafted, significant and unnecessary barriers, and uncertainty, remain around access to the rail corridor. Huge gains could be made by coordinating works in the rail corridor, improving security of tenure, clarity and agreement around the setting and review of charges, and by streamlining access processes to better reflect jobs (for example better differentiation of process for level crossings versus works that go along the corridor), while recognizing Ontrack's safety, public ownership and transport service requirements. Until addressed these factors will continue to form significant barriers to utilising the rail corridor for utility infrastructure.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have be recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	48- 52	Chapter 8	As it stands the chapter is written as a 'one size fits all'.	We would like to see the process sections refined to set out what is required for: (1) New applications (versus access to existing works) (2) Repairs and maintenance to existing works (3) Emergency work situations (4) Level crossings	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have be recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	48	8.3	re 8.3 "ONTRACK permits utilities to access the railway and railway premises (i.e. the track and corridor outside the track), but the principal use of the rail corridor is for the operation of trains. ONTRACK must ensure, and give priority to, safety and the ability to carry out rail activities in granting access for other activities. ONTRACK takes a pragmatic approach to access applications, with each application undergoing a comprehensive feasibility study."	It would be desirable to at least delete the term 'comprehensive' from before 'feasibility study', but the concern more broadly relates to the chapter's failure (as noted above) to distinguish the processes required for new applications versus access to existing works, or for level crossings etc.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have be recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	48	8.6.1	8.6.1 By way of a guide for applicants, ONTRACK notes that applicants must: "a) Provide evidence that alternative routes (not including crossing the corridor) have been investigated and are impractical". It seems this statement is interpreted in a different way by different people. Some read it that you have to provide evidence that alternative routes have been investigated and are impractical UNLESS you are applying for access across a level crossing when that is an impractical consideration. Others are reading it in the opposite way – i.e. when you are applying for a level crossing access you have to have to prove all alternatives are impractical and have been investigated.	Suggested fix – reword for clarity.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have be recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	48	8.2	The last three paragraphs definitely need more work and consideration from a policy and legal perspective. More clarification is needed e.g. in the para re s35(4). Which aspects of the utility acts are seen as over-riding this? Is it just "existing works" or is it more? What does the final paragraph mean exactly?	Suggested fix – reword for clarity.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have be recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.

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Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	52	8.9.3	Does this accurately reflect the legislation? Doesn't the nominal charge section refer only to level crossings? Importantly, what or who is a public body is not defined.	Suggested fix – reword for clarity.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	52	8.9	A legal review would be needed to confirm this, but Section 75 of the Railways Act 2005, Subsection 6 (b) seems to imply that there can not be a charge for making an <u>application for access</u> to railway by easements or for works - if this is correct the code does not reflect this.	Suggested fix – reword for clarity.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	49	8.4.2	The importance of keeping the tracks open and running is not disputed, however this statement is absolute and does not hint at any possibility that in some cases (e.g. on Sundays or other low peak times) alternatives could be considered e.g. providing bus services for passengers. Also there are times e.g. track maintenance/rebuilding (and significant works are currently planned in the rail corridors) when Ontrack itself needs to cease services, and an undertaking by Ontrack to communicate when these are going to happen to utilities, could provide a useful window to coordinate activities.	Suggested fix – reword for clarity.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	50	8.6.1	Bullet point (g) What would seem important in g) is that the other companies get to advise Ontrack of the considerations for the integrity their assets, so that Ontrack can set these as reasonable conditions (e.g. reinstating fill, locating and protecting assets from damage etc) rather than their 'consent.' In short regarding the rail chapter, in our view far more work is needed to ensure the holistic legal framework is assessed and reflected properly, and that far more could be done to ensure barriers to the rail corridor are minimised, while at the same time ensuring Ontrack's concerns and requirements are addressed.	We submit that a qualifying statement has to be issued at the start of the Rail chapter to indicate this chapter requires further development.	No change at present.	There are no rights of access to rail. These are the extent to which Ontrack is currently prepared to play ball and therefore they have been adopted by the Code. However, there have been recent changes to the rail environment and further discussions will be held with them to see if improvements can be made to this chapter.

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Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	13	5.5.2	Our concern is that as worded the benefits from installing additional ducts (thereby preventing the need for as many reopening of roads) will not be maximised - although we are in agreement that roll out of ducts should not go without checks and balances. It is not clear whether a UNO may use their duct for another reasonable purpose from the one that it was installed for (e.g the placement of fibre optic cable), or if a stated purpose could include more than one use (e.g for cable failures or future capacity upgrades). We recommend some wording change around that, and also to reflect that there may be practical limits on how ducts can be interchanged between users. Where a utility retains ownership there should be commercial agreements governing the transfer of ducts to another owner	Recommend wording to read: "Ducts may only be installed with a stated specific purpose/s. If they are not reasonably used for that purpose, or another reasonable purpose or within a reasonable timeframe, the above provisions may be applied where the road corridor is capacity constrained. Other parties could make better utilisation of these assets and this may yield alternative lay positions for new utilities. If spare and unused ducts and their alignment are not required, these should be made available where reasonably practicable to another Utility Operator or the Corridor Manager for their use on commercial terms. Whether or not they are reasonably used for the purpose for which they were installed, the ownership of the ducts is not altered by any lack of good faith and the ducts remain as assets of the Utility Operator who installed them. Where a utility retains ownership there should be commercial agreements governing the transfer of the use of those ducts to another. Where agreement cannot be reached between the parties then the disputes resolution section of this Code will apply (see Chapter 13). It should be noted that practical considerations may limit the ability for use to be transferred to another service provider – colours of ducts and lay positions may be specific to utility operators. That is there are safety and technical considerations that need to be taken into account. "	Accept change in part. Suggest that this is reconsidered at each review in that there is a possibility of this not being used as intended.	Changes have been made for clarity but overall change may not be acceptable from a sustainability viewpoint once the corridors become congested as it implies that first-comers have higher rights than others. It is recognised that because of other issues (such as interference) the transfer of established ducts between utility types will be limited; but if installed for a particular use then it must be acceptable to use for the same use by others. There must be a reasonable purpose for the works, although advancing works in the pipeline to avoid two openings of the road is not unreasonable. If such works do not eventuate e.g. for a planned development that because of, say, economic conditions gets postponed indefinitely; then the expectation in congested corridors is that these would be declared as unused. The Electricity Act does not give rights of access other than for specific works, but purposes agreed with the Corridor Manager that have not been superceded do not make ducts unused or redundant. Ducts are not easily transferable because of the ownership issue. However in response, OSH Guide is referenced in 6.4 and Schedule F, but it is also noted that at present Covered in the definition, which refers back to the Local Government Act definition of road.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	N/A	Whole Code	We note that the code is silent on whether it covers paper or unformed roads and rail. Earlier discussions as part of the Code development concluded that they would be included but this is not specifically stated in the document. Our preference is that they be specifically included (rather than rely on a belief that because they are not specifically precluded it is assumed that they are included). This provides clarity around additional options for RCA and utilities to use.	We submit that DG/NZUAG need to discuss as we understand its basis for inclusion was reference to an outdated version of the Act. However the implications of a change at this stage will need to carefully considered, and may require further consultation.	No change.	Covered in the definition, which refers back to the Local Government Act definition of road.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	16	5.6.6	The Electricity Act was Amended in 2004/5 removing the 110kV cap.	We submit that DG/NZUAG need to discuss as we understand its basis for inclusion was reference to an outdated version of the Act. However the implications of a change at this stage will need to carefully considered, and may require further consultation.	No change.	The Brookers version of the Act, including the 2008 amendment, still contains sections 24(5) and 24(6) that apply the cap.
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	22	6.3	This section is very briefly worded - it reads in total "Underground utility works shall be installed at the depth specified in the Works Approval Notice (WAN)." As this chapter can be read as a stand alone we think for clarity this section must cross reference Section 5 and in particular 5.7 which provides guidance around the process for establishing utility depth.	We recommend the addition of the following sentence - "Section 5.7 sets out suggested processes for Corridor Managers and Utility Operators to engage in to determine optimal depths."	Accept change in part by removing clause.	The issue of depth is well covered in section 5.7 and Schedule D and no other references should preclude this or cause confusion. For this reason this clause is unnecessary as while it does not change the outcome, it does not add to the clarity of the Code.

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Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	41	6.26		A barrier identified re " The Utility Operator and every contractor must hold a current public liability insurance policy. The terms and value of this policy may be specified by the Corridor Manager and must be reasonable for the circumstances. This must allow for sufficient cover to indemnify the Corridor Manager against any claims of loss for damage to property of the Corridor Manager or parties claiming against the Corridor Manager that may arise out of, or in consequence of, the construction or maintenance (or lack thereof) of the work. The period of cover must extend for a minimum period of two years from the date of the completion of the works or longer if required by the Corridor Manager but not, in any circumstances, longer than six years." is that some Utilities may have services that fall across the boundaries of multiple councils (one as many as 27) and it is not feasible to expect them to take into account the wishes of all, and take out x different insurance policies accordingly. We recommend a rewording of the second sentence	We recommend that the paragraph be reworded - "The Utility Operator and every contractor must have sufficient public liability indemnity. The Corridor Manager may wish to discuss with the Utility Operator the terms and value of this . The indemnity should provide sufficient cover to indemnify the Corridor Manager against any claims of loss or damage to property of the Corridor Manager or parties claiming against the Corridor Manager that may arise out of, or in consequence of, the construction or maintenance (or lack thereof) of the work. The period of indemnity must extend for a minimum of two years from the date of the completion of the works or longer if agreed between the Corridor Manager and Utility Operator but not, in any circumstances, longer than six years."	Accept change but also note consequent change to second paragraph.	Agree that the main purpose is to provide indemnity and that there may be a need for choice. Change 6.26 to read: 1st para - "The Utility Operator and every contractor must have sufficient public liability indemnity. The Corridor Manager may wish to discuss with the Utility Operator the form of indemnity and the terms and value of this. The indemnity should provide sufficient cover to indemnify the Corridor Manager against any claims of loss or damage to property of the Corridor Manager or parties claiming against the Corridor Manager that may arise out of, or in consequence of, the construction or maintenance (or lack thereof) of the work. The period of indemnity must extend for a minimum of two years from the date of the completion of the works or longer if agreed between the Corridor Manager and Utility Operator but not, in any circumstances, longer than six years." 2nd para - "The indemnity must cover all reasonably foreseeable risks normally applicable to construction work in transport corridors including vibration or dust damage to property and compensation costs due to removal of support to land ."
Tanya Ashby, Electrical Networks Association & Peter Berry, Electrical Engineers Association	Y	98	Schedule D: Processes	Guidelines for Working Around Trees in the Road Reserve	This section is overly prescriptive and we believe needs to allow for more context to determine procedures and hand digging distances around trees. The requirements for work around tree work may vary given the context (e.g a narrow urban street or protected tree or rural road).	We recommend this the section be re-examined to ensure the approach is the most optimal outcome in terms of tree protection and the efficient use of the road corridor and placement of utilities.	No change at present.	The section is prescriptive because it is in response to District Plan issues. Suggest that this is not a change to consider in isolation and needs to be reviewed and agreed between affected parties.
Claire Cohen, Infratrains	Y	5	2.4, 2.6	Principles	In Chapter 2, namely 'principles supporting the code', it is stated (in 2.4) that Parties must foster 'technical excellence' and should keep up with changing standards of best practice. Further, in 2.6, it is stated that each Party must ensure that works are completed 'to the expected standard.'	InfraTrain is concerned that, although there is a clear implication here that personnel will be skilled appropriately to do the job, there is no specific principle or guidance regarding what the appropriate training might consist of. For example, there is no mention of a qualification that, if possessed, would indicate that someone has the skills for the job. Without an explicit statement of the relationship between training and skills, contractors may fail to train adequately – especially where success in tendering is seen to relate to (lowest) price. The result, as many local authorities have experienced, is low quality work and expensive re-working	No change at present.	Training is essentially an implementation issue. We need more information on what training is available for what topics before we can include this in the Code
Infratrains	Y	64	Chap 11		Training is implicated in Chapter 11 (Compliance), since it is stated that a work plan 'showing how quality and the key contract requirements are to be achieved' should be included in all quality assurance systems.	Include a specific statement on the need for training	No change at present.	It is accepted that training is an issue for Utility operators and providers to resolve and that for the Code, training is essentially an implementation issue. We need more information on what training is available for what topics before we can include this in the Code