

Agreement details

Building Consent



I

(applicant's full name)  
(address of applicant)

Phone

Email

of

give notice that I will be undertaking work at:

(address of where work is to be carried out)

1. Prior to any work being undertaken on the above property, the Applicant will provide to Council dated photographs ("Inspection Photographs") of Infrastructure Assets along all road frontages to the site and on site. The Inspection Photographs will be provided as part of the application for a building or resource consent. The purpose of the Inspection Photographs is to provide a record of the condition of the Infrastructure Assets prior to work commencing.
2. If the Applicant is not prepared, or otherwise fails to provide Inspection Photographs, then Council will require a bond, in lieu of any damage to its assets in accordance with the schedule of fees.
3. At the completion of the scheduled work, the Applicant will request Council to undertake a final inspection of its Infrastructure Assets to determine whether any damage has occurred when compared to the Inspection Photographs. Where the photographs are insufficient or otherwise unsatisfactory, the work required of the Applicant to fix any damage to Infrastructure Assets will be at the sole discretion of Council.
4. The Applicant shall use best endeavours to ensure that there is no damage to Infrastructure Assets. Where damage does occur, the Applicant is required to fix the damage, at the Applicant's cost and to the satisfaction of Council. The work required to fix any damage must be completed within four (4) weeks of the date of final inspection by Council.
5. Where the Applicant does not, within the required period, fix damage to Infrastructure Assets to the satisfaction of Council, the Council may undertake the work and pass the entire cost, including administration costs, on to the Applicant. That cost will amount to a debt to Council and must be paid within fourteen (14) days of invoice.
6. In addition to costs associated with fixing Infrastructure Assets incurred by Council, the Applicant will be responsible for all collection and debt recovery costs, including all legal and court fees on an indemnity basis. The Applicant will also pay the Council \$100.00 in liquidated damages for every day that costs incurred by Council remain unpaid, after the fourteen (14) days required for payment. The liquidated damages required under this clause shall not exceed the total costs incurred by Council to fix damage, together with any collection or debt recovery costs.

Explanation

1. Along the road corridor, on or around most prospective building sites, the Horowhenua District Council ("Council") owns assets including footpaths, kerbing and channel, road surface, street furniture, tobies, trees and berms. These are called "**Infrastructure Assets**". Whilst acknowledging that on occasion, damage is unavoidable, Council wants to ensure that those assets are not damaged, or that any damage is rectified at no cost to the ratepayer.
2. The purpose of this Agreement is to ensure that those involved in building work use their best endeavours to avoid damage to Infrastructure Assets, and will fix any damage that is caused. A simple example is access to a building site over a Council footpath. The footpath is damaged by heavy machinery. It is the Applicant's responsibility to put the damage right.

Signature

Name of person signing: (please print clearly)

Dated

**OFFICE USE ONLY**

*Date received*

*Initial photos received on*

*Received by*

*(print name)*

*Final Infrastructure Inspection Date*

**COMMENTS**