

Assets/Infrastructure Meeting

Tabled Documents

6 August 2020

Item 10	Infrastructure Group Report July 2020
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Late Item	Taihape Squash Club Deed of Lease
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RANGITIKEI
DISTRICT COUNCIL

INFRASTRUCTURE GROUP REPORT

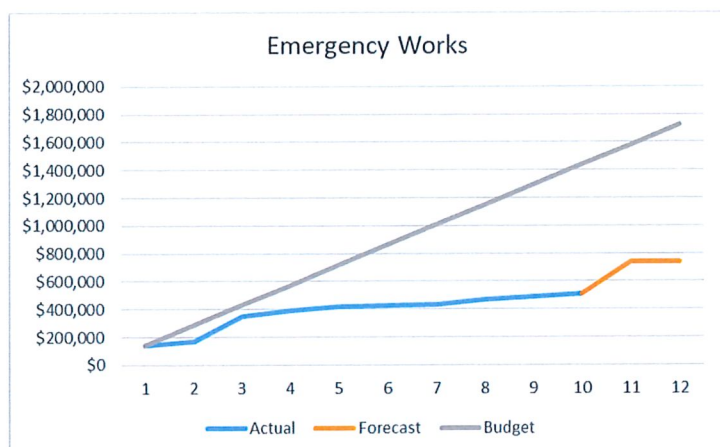
JULY 2020

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1 ROADING

1.1 EMERGENCY WORKS



Uncompleted works include Turakina Valley Road 2 at North of Macleay's, Turakina Valley Road 3 at South of Drysdale.

Protracted land entry negotiations, and resource consent requirements have delayed these projects.

The unspent budget of \$902,917 will be carried forward to the 20/21 year.

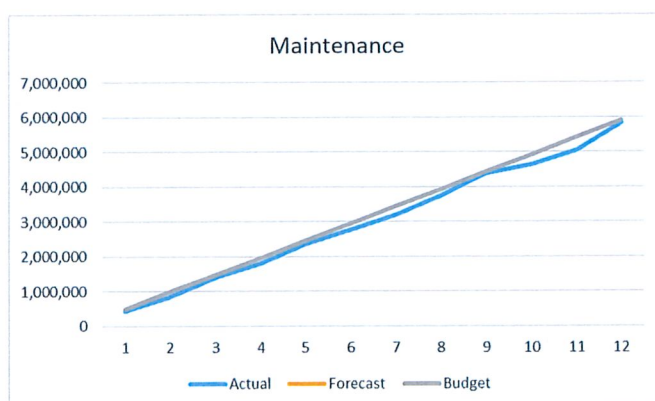
Event	Phase	Completion Due	Comments
May-18, Swan St (Construction)	July - 19	Sept - 19	Complete
July-18, Turakina-3 south of Drysdale (Construction)	Deferred to 2020/21		Awaiting Resource Consent approval.
Apr-18, Turakina-2 north of Macleay's, dropout (Construction)	Deferred to 2020/21		The remedial work has been redesigned to avoid land entry. Lodging the resource consent was delayed by the Covid-19 lockdown. The consent has been lodged on 24 th April 2020. The rock required for river protection was stock piled on site in May-June 2020.

1.2 MAINTENANCE

This work provides for the routine care of sealed pavements to maintain their structural integrity and serviceability.

The routine maintenance, cyclic maintenance and inspections were completed

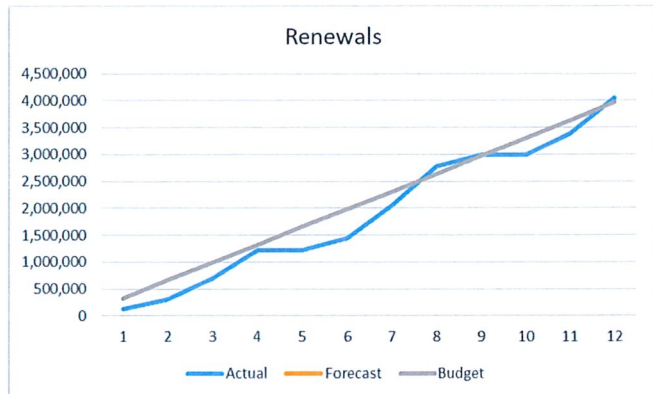
The collaborative relationship that exists has overcome the effects, delays and challenges of COVID 19 to deliver the best outcome for the financial year. It has been a successful year. The quantum and quality of work has been a result of planning and programming by the whole team.



1.3 RENEWALS

This work provides for non-routine planned periodic renewal of sealed and unsealed road pavements, drainage, and structures.

Sealed Road Pavement Rehabilitation provides for the replacement of, or restoration of strength to, sealed pavements where other forms of maintenance and renewal are no longer economic.



Rehabilitation:

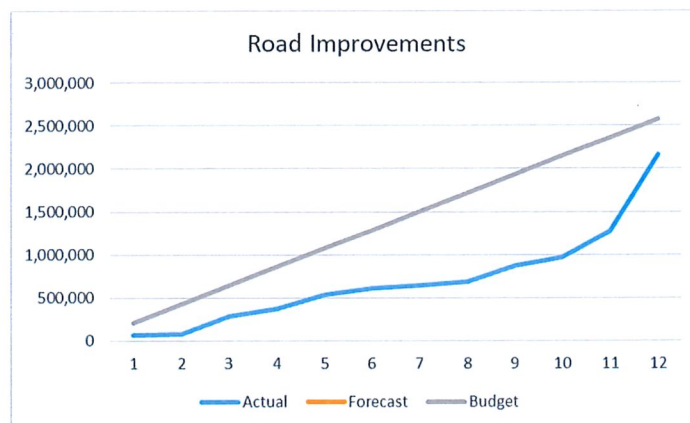
Location	Length (m)	Start Construction	Completion Due	Comments
Spooners Hill Road	500	Oct 19	Oct 19	Complete
Taihape Napier Road-2	492	Nov 19	Jan 20	Complete
Skerman Street	160	Mar 20	Jun 20	Complete
Pukepapa Road	720	Mar 20	Jun 20	Complete
Reseals	51.5 km	Jan 20	Jun 20	Complete

Structural Component Replacement:

Location	Start Construction	Completion Due	Comments
Public Trust (Suspension)	Jan 20	Feb 20	Complete
Omatane	Feb 20	Mar 20	Complete
Jacobsens	Deferred to 2020/21		

1.4 ROAD IMPROVEMENTS

This work category provides for improvements to or upgrading of existing roads within the existing or widened road reserve.



Low cost / Low Risk Projects:

Location	Start construction	Completion Due	Comments
Tennants Rd. (RP 0030-1220)	Sept 19	Oct 19	Complete
Mangahoe Rd. Guardrail	Aug 19	Oct 19	Complete
Taheke Road – geometric imp for forestry	Jan 20	Feb 20	Complete
Parewanui Road – safety footpath	Jan 20	Feb 20	Complete
Hammond St – safety footpath	Jan 20	Feb 20	Complete
Otara Road – guardrail	Mar 20	April 20	Complete
Ruahine Road - guardrail	Mar 20	April 20	Complete
Kie Kie Rd. (RP0030-3450)	May 20	May 20	Complete
Turakina Valley-2, guardrail	May 20	Jun 20	Complete
Murimotu-roadside obstacles	May 20	Jun 20	Complete
Ratana Road – roadside obstacles	Jun 20	Jun 20	Complete
Turakina Beach Road – roadside obstacles	May 20	Jun 20	Complete
Whales Line roadside obstacles	Jun 20	Jun 20	Complete
Kakariki Road – shoulder widening LHS	Jun 20	Jun 20	Complete
Okirae Rd & Kauangaroa Rd Bluff	Nov 19	June 20	Preparing a presentation of the report for roading staff and contractors to discuss risks at the bluffs and to determine practices that manage risks.

Murimuotu Rd. (RP4450-5930)	Deferred to 2020/21		
Aldworth Road – roadside obstacles	Deferred to 2020/21		
Pungatawa Rd.	Deferred to 2020/21		
Makirikiri Rd. (RP2993-4634)	Deferred to 2020/21		
Ruanui Rd . (RP 425-1500)	Deferred to 2021/22		Liaising with DoC, requires the road corridor to be legalised and a RMA resource consent due to site slope criteria and proximity to the Hautapu River.

Bridges:

Bridge	Start	Completion Due	Comments
Mangaraupi No.2	Feb 20	Mar 20	Complete
Brandon Hall- Rock armour LH abutment	Feb 20	Mar 20	Complete
Puketoi	Feb 20	Mar 20	Complete
Hawkestone: Armour RH abutment using precast concrete blocks	Feb 20	Mar 20	Complete
Gorge Road (Omatane Bridge) Structures component Replacement	Jan 20	Feb 20	Complete
Abbatoir Road Stage 1. Removing debris from under bridge	Feb 20	Mar 20	Complete
Bridge Life Cycle Management Report	Aug 19	May 20	Complete
Wellington Road Underpass wall	May 20	Jun 20	Complete
6 Bridge Capacity Assessments	Mar 20	Jun 20	Complete
Otara (Bdy) Completion of bridge strengthening project	Mar 20	Jun 20	50% complete. Remainder to be finished next financial year.
Kuripapango (Bdy) Taihape-Napier Road 2	Nov 19	Jun 20	Design: Strengthening to HN-HO capacity (50:50 with HDC). Complete.

Mangaweka Bridge

NZTA have provided guidance on how to prepare an MoU between Rangitikei and Manawatu District Councils and Mangaweka Heritage Inc. for the ongoing management of the historic bridge. Legal advice has been received on how this matter can be addressed and a draft MoU has been written. Shortly negotiations will commence between Rangitikei and Manawatu District Councils and Mangaweka Heritage Inc. to craft a mutually agreed upon MoU.

Contractors were invited to register their interest in this project at the beginning of the Pre-Implementation Phase. As a result four contractors have had early engagement throughout the design process to ensure the constructability of the new bridge. On 4 May 2020 these four contractors were invited to submit tenders. The deadline for submission of tenderers has been extended to 24 July 2020.

A Probity Auditor: Shaun McHale (McHale Group) has been appointed to oversee the Tender Process.

Indicative Project timeframe:

Call for tenders on 4 May 2020.

Tender award: August 2020

Construction: September 2020 – May 2022

New Footpaths

Location	Start	Completion Due	Comments
Parewanui Rd – (RP530-650)	Aug 19	Dec 19	Complete
Hammond St – (RP180-383)	Nov 19	Dec 19	Complete
Harris St + K&Ch (RP010-165)	Jan 20	Feb 20	Complete
Swan St	Aug 19	Sep 19	Complete
Paradise Tce walkway, Footpath + watermain replacement	Jan 20	Feb 20	Complete
Robin St + K&Ch (RP050-120)	Feb 20	May 20	Complete
Skerman St + K&Ch & pave reconstr	May 20	Jun 20	95% Complete

Taihape – Napier Road

The Taihape-Napier Road runs between Taihape township within the Rangitikei District on its western extent, to State Highway 50 at Omahu in the Hastings District on its eastern extent. The route is approximately 130km long, and takes two and a half hours to complete the journey.

RDC, in partnership with HDC, intend undertaking a strategic transport study (Corridor Management Plan) to further assess the scale of these issues and opportunities, with a view to developing a vision and long-term strategy for the corridor.

June 2020

- Initial comment on existing situation / key challenges paper provided by RDC. Comments yet to be provided by HDC.
- WSP team continue preparation for workshop session to confirm content of existing situation report and likely strategic response themes.

Forward Planning: June 2020

- Hold workshop with representatives from HDC and RDC to discuss existing situation content report and confirm suitability potential strategic responses.
- Based on workshop outcomes, WSP to develop detailed responses (considering short-medium, and long-term timeframes) and development of draft implementation plan (early July).

1.5 UNSUBSIDISED CONSTRUCTION

Sealing Mokai Road on a steep incline grade approaching a one lane bridge is programmed for unsubsidised construction was sealed in June.

1.6 HEALTH AND SAFETY

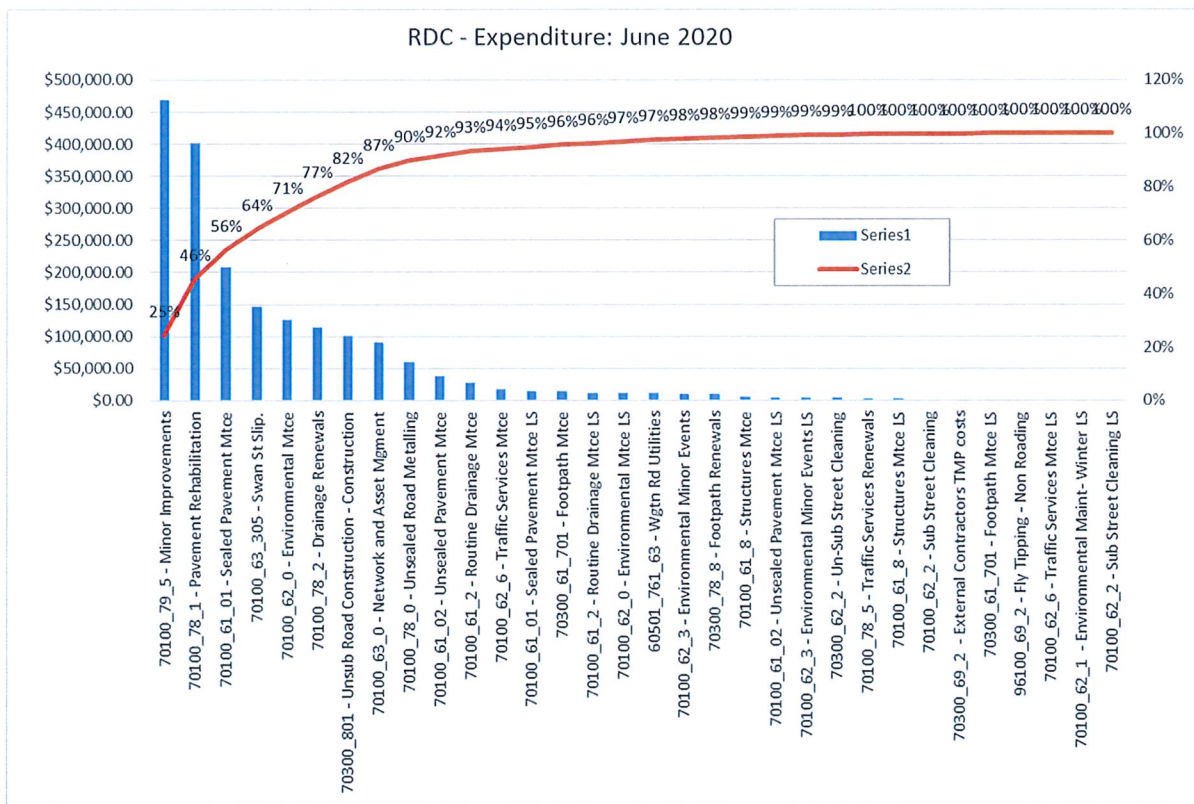
RDC - ZERO HARM REPORTING

LEAD INDICATORS															
Type	Explanation	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
Drug and Alcohol Tests	LEAD: Total number of drug and alcohol tests completed in the period for pre-employment	3	3	1	2	2	3	3	2	2	0	2	3		
Positive Drug and Alcohol Tests	The total number of positive Drug and Alcohol test results in the period	0	1	0	0	0	0	1	0	0	0	0	0		
Site H&S Conversations	The total number of site H&S Conversations completed in the period by Contractors or site	3	4	4	4	4	4	4	4	6	4	3	4		
Site Health and Safety Audits	The total number of site Health and Safety Audits completed in the period by the	12	12	8	7	5	3	3	3	4	0	5	2		
Safety Briefing	The total number of Safety Briefings completed in the month including pre-starts,	5	4	4	4	4	4	3	4	5	4	4	4		
Near Miss (Close call)	The total number of Near Misses submitted in the month by the site team	0	0	0	0	0	0	0	0	0	0	1	0		
Traffic Management Inspection	Total number of audits completed by the designated Site Traffic Manager Supervisor	0	2	1	1	0	0	0	1	0	0	1	1		
Sub Contractor Review	Number of Sub Contract Reviews completed by the main Contractor in the period	0	0	0	0	0	0	0	0	0	0	0	0		
Stop Work Action	The number of occasions when work is suspended proactively due to a member of the	0	0	0	0	0	0	0	1	0	0	0	0		
Positive Reinforcement	The number of occasions the site team have been congratulated of a proactive action or	2	3	1	3	4	4	3	2	3	0	1	1		
LAG INDICATORS															
Type	Explanation	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
Fatal Injuries	Any incidents resulting the loss of life of a transport agency, contractor or Sub Contractor	0	0	0	0	0	0	0	0	0	0	0	0		
Notifiable Injuries	Any incident required under H&S Legislation to be reported to a Statutory Authority e.g.	0	0	0	0	0	0	0	0	0	0	0	0		
Lost Time Injuries	Any work related injury or illness certified by a Medical Practitioner and compensable under	0	0	0	0	0	0	0	0	0	0	0	0		
Medical Treatment Injuries	The Management and care of a patient to effect Medical Treatment or combat disease or	0	0	0	0	0	0	0	0	0	0	0	0		
First Aid Injuries	Treatment administered by and within the qualifications of a trained first aid attendant or	0	0	0	0	0	0	0	0	0	0	0	0		
Recordable Injuries	NO NOT COMPLETE	0	0	0	0	0	0	0	0	0	0	0	0		
Serious Environmental Incidents	Environmental controls absent or construction of a device is so poor that it is likely to or has led	0	0	0	0	0	0	0	0	0	0	0	0		
Service Strikes	Contact with an above ground or buried service resulting in damage or potential damage to the	0	0	0	0	1	0	0	0	0	0	0	0		
Property Damage	Contact with third party property resulting in damage	0	0	0	0	0	0	0	0	0	0	0	0		

- During the month we had the Drug detection dogs through the Marton & Taihape depots, all staff and plant clean.
- No Incidents, accidents this month.

1.7 FINANCIAL TRACKING

Maintenance		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
141 Emergency Works September 2018	\$0	0	0	0	\$0	\$0	0	0	0	0	0	0	0
Emergency Works September 2018	55,292	13,497	13,497	\$14,396	\$14,396	\$39,993	40,578	40,919	49,826	\$55,292	55,292	\$55,292	55,292
Emergency works May 2018	1,082,243	125,728	139,771	\$320,943	\$332,039	\$302,107	303,660	304,312	306,594	\$318,656	319,015	\$460,484	614,453
Event July 13/14 2017	560,197	2,059	9,619	\$25,189	\$36,186	\$62,071	67,978	73,842	81,505	\$89,700	110,988	\$113,310	125,128
June 15 event	6,382	58	6,382	\$6,382	\$6,382	\$6,382	6,382	6,382	6,382	\$6,382	6,382	\$6,382	6,324
Storm Event Debbie .	20,000	0	0	\$0	\$1,344	\$5,239	5,239	8,864	19,911	\$20,000	20,000	\$20,000	20,000
Emergency Works - Totals	1,724,114	Actual	\$141,342	169,269	352,514	390,341	415,792	423,837	434,319	464,218	490,030	511,677	655,468
		Forecast											
		Budget	143,676	287,352	431,029	574,705	718,381	862,057	1,005,733	1,149,409	1,293,086	1,436,762	1,580,438
Maintenance													
111 Sealed Pavement Maintenance	\$1,358,477		1,818	3,712	223,786	345,682	482,458	608,152	686,992	866,647	1,198,915	1,238,122	1,319,683
112 Unsealed Pavement Maintenance	430,848		25,543	84,547	141,308	\$166,776	192,770	219,010	245,212	\$271,986	297,564	323,288	355,304
113 Routine Drainage Maintenance	\$1,125,433		98,426	182,441	252,771	\$304,855	418,269	453,197	498,129	\$567,586	629,269	655,308	695,800
114 Structures Maintenance	\$184,730		5,655	11,451	22,854	\$33,901	43,002	61,510	69,219	\$99,102	129,983	137,805	148,110
121 Environmental Maintenance	\$1,023,120		87,995	181,513	294,173	\$409,828	523,830	638,040	719,363	\$791,896	855,013	910,726	1,005,828
122 Traffic Services Maintenance	\$404,489		30,913	61,536	88,109	\$119,088	144,431	168,389	194,647	\$223,221	277,840	303,789	329,587
124 Cycle Path Maintenance	\$1,000		0	0	0	\$0	0	0	0	\$0	0	0	0
125 Footpath Maintenance	\$362,839		2,548	5,102	37,255	\$43,307	48,906	59,816	76,696	\$162,086	192,817	194,101	237,568
131 Level Crossing Warning Devices	\$15,000		0	0	0	\$0	0	2,081	40,496	\$40,496	40,496	40,496	48,382
140 Minor Events	\$420,616		18,903	37,018	96,634	\$132,283	150,970	151,283	185,867	\$190,701	195,380	200,087	217,061
151 Network & Asset Management	\$583,451		172,584	278,295	255,471	\$259,723	355,933	406,935	470,237	\$534,020	573,030	628,071	693,705
Maintenance - Totals	5,910,003	Actual	444,385	845,615	1,412,361	1,815,443	2,360,569	2,768,413	3,186,858	3,747,741	4,390,307	4,631,793	5,051,028
		Forecast											
		Budget	492,500	985,001	1,477,501	1,970,001	2,462,501	2,955,002	3,447,502	3,940,002	4,432,502	4,925,003	5,417,503
Renewals													
211 Unsealed Roads Metalling	\$435,000		\$6,866	115,036	167,928	259,723	266,152	273,966	276,799	278,131	279,139	279,139	316,131
212 Sealed Roads Resurfacing	\$1,445,000		0	195,496	231,530	198,898	199,703	701,273	1,239,353	1,239,353	1,239,353	1,425,807	\$1,425,807
213 Drainage Renewals	\$600,000		24,425	81,073	155,364	198,523	242,025	269,160	314,935	464,987	567,699	567,699	615,666
214 Sealed Road Pavement Rehabilitation	\$1,163,000		78,152	89,484	142,729	184,800	480,862	654,914	715,930	728,389	780,228	780,720	874,694
215 Structures Component Replacements	\$166,000		0	0	0	341,275	5,375	6,463	6,463	22,510	58,624	58,624	80,624
222 Traffic Services Renewal	\$150,000		12,632	15,107	26,878	0	30,759	33,841	39,532	48,805	57,095	57,095	67,052
Renewals - Totals	3,959,000	Actual	122,075	300,700	688,395	1,215,851	1,224,071	1,438,047	2,054,932	2,782,175	2,982,138	2,982,630	3,379,974
		Forecast											
		Budget	329,917	659,833	989,750	1,319,667	1,649,583	1,979,500	2,309,417	2,639,333	2,969,250	3,299,167	3,629,083



Projects Summary



Planning and
design



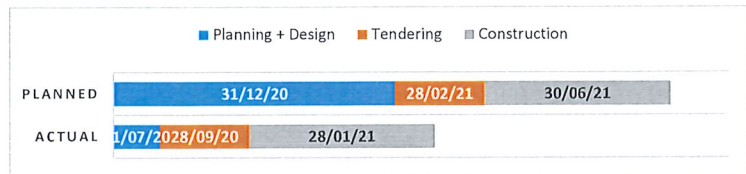
Tendering



Construction

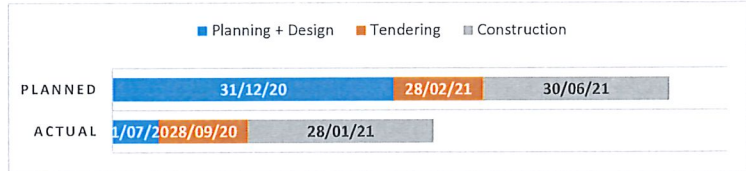
Wellington Rd Storm water

Budget Budget spend
\$100,000 0



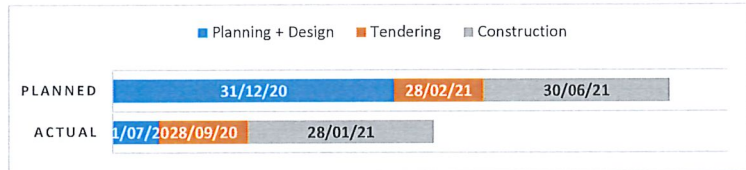
Scotts Ferry Pump Station

Budget Budget spend
\$100,000 0



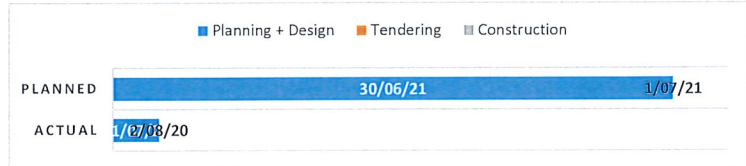
Walton St repair

Budget Budget spend
\$250,000 0



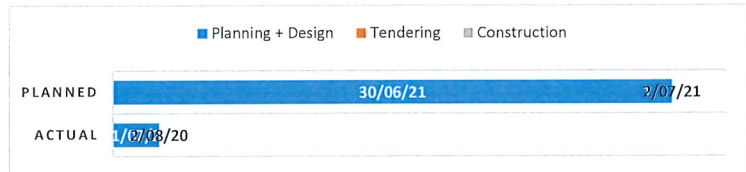
George St renewal

Budget Budget spend
\$150,000 0



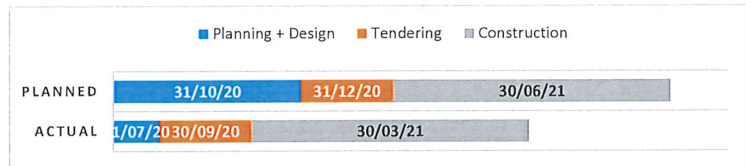
Bredins Line upgrade

Budget Budget spend
\$200,000 0



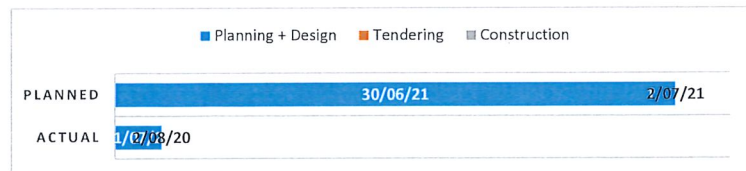
Taihpe PRV replacement

Budget Budget spend
\$400,000 0



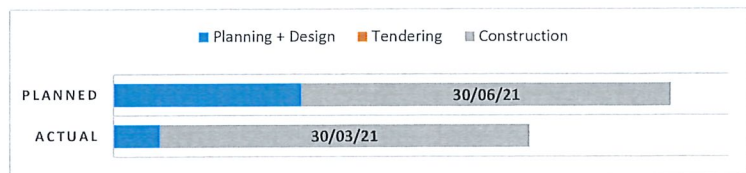
Taihpe Falling Main

Budget Budget spend
\$630,000 0



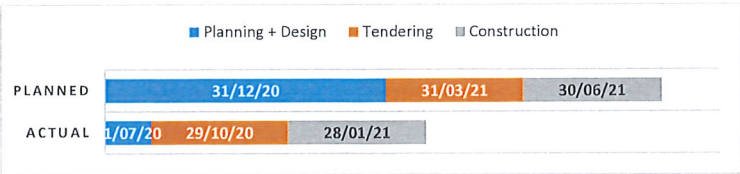
Bulls Reservoir

Budget Budget spend
\$1,600,000 0



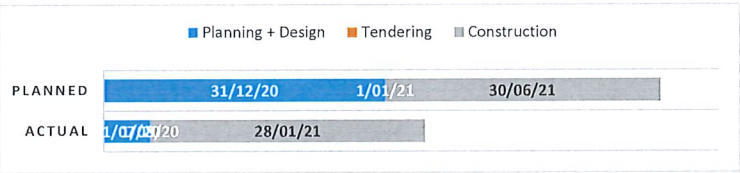
Erewhon Rural scheme renewal

Budget Budget spend
\$290,000 0



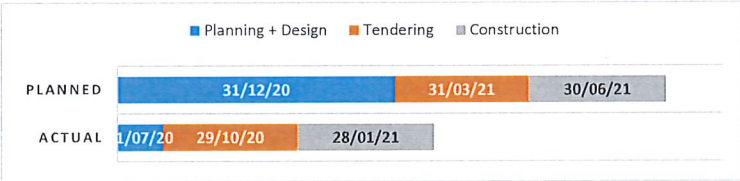
Wastewater Hautapu St

Budget Budget spend
\$300,000 0



Papakai Pump station

Budget Budget spend
\$1,500,000 0



3 WATER SUPPLY – CONSENT COMPLIANCE

Table 1 shows the compliance of each water supply scheme against consent conditions. Only those schemes for which Rangitikei District Council (RDC) is the consent holder have been shown.

RDC is authorised to abstract surfacewater and groundwater to provide water for eight water schemes. The associated limits for these abstractions were complied with for the duration of July 2020 (see Table 1 for details).

Table 1: Consent Compliance Abstraction – Water Supply (water-abstraction 1 July– 31 July 2020)

Scheme	Compliance July 2020	Comments	Actions
Marton	Compliant		No action required
Taihape	At Risk		Diversion flow data needs to be downloaded. Leak on Falling main identified on 15 May likely cause of exceedances
Bulls	Compliant		No action required
Mangaweka	Compliant		No action required
Ratana	Compliant		No action required
Erehon Rural	Compliant		No action required
Hunternville Rural	Compliant		No action required
Omatane Rural	Compliant		No action required

3.1 WATER SUPPLY – DRINKING WATER STANDARDS COMPLIANCE

Table 2 shows

The Drinking-Water Standards for New Zealand 2005 (Revised 2018) have been used to assess the six potable water schemes. As can be seen from Table 2 below all six treatment plants were compliant with the bacteria limits.

Note: DWSNZ 2005 (Revised 2018, came into effect on 1 March 2019).

Table 2: DWSNZ Compliance (1 July to 31 July 2020)

Scheme	Compliance July 2020 – Bacteria	Compliance July 2020 – Protozoa
Marton		
	Bacteria /E-coli Compliant : Not Detected	Protozoa/ UVT Achieved <95% validation Compliant – 99.99%
	Bacteriological and Protozoa compliant.	

Scheme	Compliance July 2020 – Bacteria	Compliance July 2020 – Protozoa
Taihape		
	Bacteria /E-coli Compliant : Not Detected	Protozoa/ UVT Achieved <95% validation Compliant 100%
	Bacteriological and protozoa compliant.	
Bulls		
	Bacteria /E-coli Compliant : Not Detected	Protozoa/UVT Achieved <95% validation (99.64%)
	SCADA issues are leading to no-compliance – under investigation	
Mangaweka		
	Bacteria /E-coli Compliant : Not Detected	Protozoa/UVT Achieved < 95% validation Compliant – 97.37%
	Bacteriological and Protozoa compliant	
Ratana (New bore)		
	Bacteria/E-coli Compliant : Not Detected	Protozoa Not Applicable - Secure Bore
	Bacterial and protozoa compliant.	
Huntermville Urban		
	Bacteria /E-coli Compliant : Not Detected	Protozoa/UVT Achieved < 95% validation Compliant: 99.95%
	Bacterial and protozoa compliant. Change to assessment of Differential pressure has greatly improved compliance.	

* Drinking Water Assessors have indicated a degree of leniency given that Council have no control over the couriers and delays of this nature have been occurring nation wide due to increased demand due to COVID 19. All sampling analysis has been diverted to a local Laboratory to remove this risk until issues with the couriers can be addressed.

Drinking water was safe to drink for the month of July 2020.

Catchment assessments required to reduce the required log credits from four log credits to at least three have been submitted for consideration. Any changes in compliance criteria that come about from this assessment will be back dated to 1 July 2019.

3.2 SECTION 69z OF THE HEALTH ACT 1956

Pursuant to S69z the Health Act 1956 Water Safety Plans must be in place for all plants. As a result of the Havelock North review additional critical control points need to be added to the Water Safety Plans.

We are in the process of combining all of the water Safety plans into one document. The first chapters of this document have been submitted for consideration.

3.3 WASTEWATER

RDC have seven discharge consents of which four were fully compliant for the duration of July 2020 (See Table 4 for details). The Hunterville, Bulls, and Taihape WWTPs failed to comply with the respective discharge volume limits. Hunterville failed to comply with effluent water quality conditions.

Ongoing consultation with Horizons continues to occur in relation to volume exceedances at these WWTPs.

Investigations relating to the Ratana and Marton/Bulls WWTP applications are on hold subject to obtaining land.

- Rangitikei District Council staff are responsible for land negotiations.
- Experts outside the shared services agreement are working on the Taihape WWTP AEE and Marton Bulls WWTP AEE.

Table 4: Consent Compliance – Wastewater Treatment Plants

Scheme	Compliance July 2020	Comments	Actions
Marton	Compliant		Work on centralisation project is on hold until update on land acquisition provided by RDC
Taihape	Non-Compliant	Non-compliant with discharge volume condition. High volatile suspended solids and Aluminium recorded upstream	Regular consultation with Horizons continues to occur. Cultural consultation on hold due to COVID 19 restrictions
Bulls	Non-Compliant	Non-compliant with discharge limit on 23 days.	Work on centralisation project is on hold until update on land acquisition has been prepared.
Mangaweka	Compliant		
Hunterville	Non-Compliant	Non-compliant with discharge volume condition on 16 days. Over Ammonia Limit in effluent. Meet ammonia limit downstream	Additional information provided to Horizons to process consent variation.
Ratana	Compliant		Consultation associated with consent application commenced.
Koitiata	Compliant		

4 SOLID WASTE

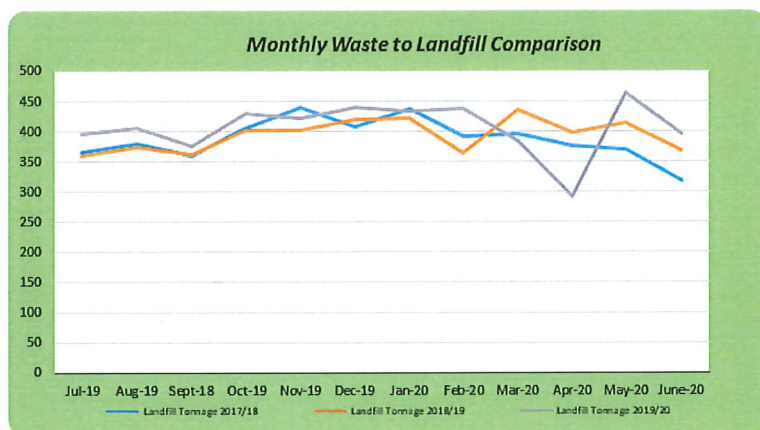
4.1 Solid Waste Transfer Station Inspections

Inspections were carried out at all the sites on Wednesday, 22 July 2020. The Bulls Transfer Station is immaculate and the operator takes great pride in keeping it tidy and organised. The Marton and Taihape sites need a number of items addressed and the Contractor has been notified. All other sites are acceptable.

4.2 Waste Transfer Station Monthly Trends

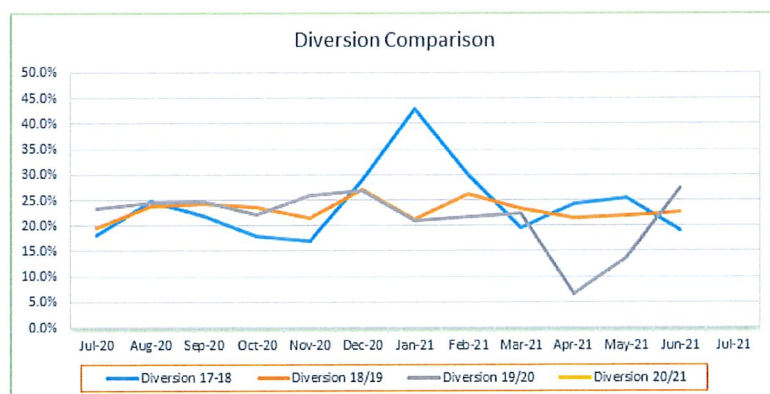
Monthly Waste to Landfill

Volumes of waste to landfill is up from the previous year's annual aggregate tonnage (2018/19 comparable month aggregate of 4,720 tonnes). June's 2020 amount is 396 tonnes giving a year to date aggregate of 4,878 tonnes. Back to normal Post Covid-19 although June was slightly lower than May 20.



Diversion Comparison

The diversion comparison measures the amount of waste diverted from the landfill for recycling or reuse. Because of Covid-19 all recycling has gone to landfill which explains the drop in diversion for the month of April. May and June have picked up considerably and we are now back up and running to the same diversion as prior Covid-19.



Late Item – Taihape Squash Club Deed of Lease

That the following recommendations from the Taihape Community Board meeting held on 8 July 2020:

20/TCB/018

That the Taihape Community Board recommend to Council that a variation to the Taihape Squash Club Deed of Lease be granted for an area of approximately 280m² for the purpose of additional squash courts.

Resolved minute number	20/RDC/280	File Ref
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That the recommendation **20/TCB/018** from the Taihape Community Board to be referred to the next Assets/Infrastructure Committee meeting for approval.

Cr Wilson/Cr Gordon. Carried

Agreement to Renew and Vary Lease

Dated: 21 August 2018

Parties

The Landlord Rangitikei District Council

The Tenant Taihape Squash Club Incorporated

Background

- A By Deed of Lease dated 22 August 2007 (the "Lease") the Landlord leased to the Tenant all of the property described in the Lease
- B The Term of the Lease expired on 31 August 2017
- C Clause 21 of the lease granted the Tenant the right or option to renew the Lease for one term of 10 years
- D The Tenant has requested renewal of the Term
- E The Landlord has agreed to renew the term from the first day of September 2017 ("the Renewal Date") on the terms and conditions recorded in the Operative Part
- F The Landlord has set standard rentals for community assets across the Rangitikei District. The Parties have agreed the rent shall be set and reviewed annually as provided in the Landlord's Policy for Community Leases

Operative Part

1. The Landlord and the Tenant agree the lease is renewed on the following terms and conditions:

1.1 Renewal Term	Ten (10) years from 01 September 2017 to 31 August 2027
1.2 Final Expiry Date	31 August 2027
1.3 Rent	\$200.00 GST inc payable in advance on 01 August of each year
1.4 Rent Review	Rent shall be reviewed from time to time in accordance with and to reflect the Landlord's Policy for Community Leases
1.5 Other Terms and Conditions	All other terms, conditions and covenants of the Lease shall apply to the Renewal Term


2. The Parties further acknowledge and agree there are no rights or options to further renewal of the Lease beyond the Final Expiry Date.

SIGNED for Rangitikei District Council

In the presence of:




Witness Signature




Chief Executive Officer

SIGNED for the Tenant,
Taihape Squash Club Incorporated



Chairperson



Member



DEED OF LEASE BETWEEN
RANGITIKEI DISTRICT COUNCIL

and

TAIHAPE SQUASH CLUB INCORPORATED

THIS DEED made the 22nd day of August 2007 **BETWEEN THE RANGITIKEI DISTRICT COUNCIL**, a local authority under the Local Government Act 1974 (hereinafter called "the Lessor") of the one part **AND THE TAIHAPE SQUASH CLUB INCORPORATED**, a duly incorporated Society having its registered office at Taihape (hereinafter with their successors called "the Lessee") of the other part.

WITNESSETH that **IN CONSIDERATION** of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee hereinafter contained and implied the Lessor **DOETH HEREBY LEASE** unto the Lessee **ALL THAT** piece of land situated at Kokako Street, Taihape, containing 286 square metres more or less **AS THE SAME** is approximately shown edged green on the plan annexed hereto **TOGETHER WITH** the right of access thereto over the land coloured yellow on the said plan (hereinafter called "the said land") **TO HOLD** the same for a term of 10 years commencing from and including the 1st day of September 2007 yielding and therefore an annual rent of \$300 plus goods and service tax at the appropriate rate in advance on the 1st day of September 2007 in each year, the first of such payments having become payable on the 1st day of September 2007 with such rent being reviewable annually as hereinafter set forth:-

AND THE LESSEE DOETH HEREBY COVENANT with the Lessor as follows:-

1. **THAT** the Lessee will pay to the Lessor the rent hereinbefore reserved at the times and in the manner aforesaid free of any deduction and **will also pay and discharge all other charges** whatsoever (including electric power) now or hereafter to become payable in respect of the occupation of the said land or any part thereof by the Lessee during the said term.
2. **THAT** the Lessee **will promptly pay and discharge all charges for water drainage and sanitation and refuse** which may be levied at any time by the Lessor in respect of the said land or any buildings erected thereon, whether this be by way of direct rating or by way of invoicing for appropriate charges as may apply in line with the rating scheme in application at the time.

3. **THAT** the Lessee will use the said land solely to provide facilities for the sport of squash racquets and if at any time hereafter the Lessor is of the opinion after making such enquiries as it shall think fit that the said land is not being used or is not being sufficiently used for that purpose then the Lessor may terminate this lease on such terms as it shall think fit.
4. **THAT** the Lessee shall not at any time during the said term transfer sub-lease mortgage charge or otherwise part with the possession of the said land or any part thereof.
5. **THAT** the area marked "F" coloured yellow on the said plan shall be the joint and several responsibility in all respects of the Lessee and the Taihape Netball Association Inc. and the Taihape Tennis Club Inc. and the Utiku Old Boys Rugby Football Club Inc.
6. **THAT** any proposal submitted by the Lessee to the Lessor requiring the consent of the Lessor hereunder and affecting any land adjacent to the said land or affecting the land coloured yellow on the said plan shall, if so required by the Lessor, be accompanied by the written approval of the Occupier or Occupiers of such adjacent land and the Occupier or Occupiers having a right of use of the said land coloured yellow on the said plan.
7. **THAT** the Lessee will maintain the said land and any buildings or structures erected thereon in good order and repair to the satisfaction of the Lessor.
8. **THAT** the Lessee shall not erect or place any buildings or other structures on the said land without the prior written approval of the Lessor.
9. **THAT** the Lessee shall not alter or make additions to any buildings or other structures erected on the said land without the prior written approval of the Lessor.
10. **THAT** the Lessee will at all times during the said term keep all fences gates or other structures and improvements now erected or made or which may hereafter be erected or made on the said land or on the boundaries thereof in good repair order and condition and so yield up the same at the expiration or sooner determination of the said term.
11. **THAT** the Lessee will insure and keep insured for the full insurable value all buildings for the time being erected upon the said land in the name of the Lessor and the Lessee for their respective rights and interests in some Insurance Office nominated by the Lessor and in the event of the said buildings or any of them being destroyed or damaged by fire or other cause then all monies

received under or by virtue of such insurance shall at the discretion of the Lessor be forthwith expended by the Lessor in re-instating or repairing the building or buildings so destroyed or damaged.

12. **THAT** the Lessee will not erect or display or permit to be erected or displayed any hoardings or advertising matter or devices of any description on any part of the said land or on any part of any building erected on the said land without prior written approval of the Lessor.
13. **THAT** the Lessee shall not do or cause or suffer or permit to be done on the said land anything which may prejudice the Lessor in its tenure or control of the said land or render the Lessor liable to any action claim demand or proceedings whatsoever and the Lessee will indemnify and keep indemnified the Lessor from and against all actions claims suits costs and demands arising out of any such action claim demand or proceedings as aforesaid.
14. **THAT** the Lessor shall not be liable for any accident injury or damage suffered by or caused to any person or property arising out of or by reason of the use of the said land by the Lessee or during the course of erection of any buildings on the said land by the Lessee and the Lessee will indemnify and keep indemnified the Lessor from and against all actions claims suits costs and demands arising out of the use of the said land by the Lessee and by its licensees invitees members servants agents and work people. If required by the Lessor the Lessee will take out a public liability insurance policy in respect of damage to third parties property for such sum as may be nominated by the Lessor.
15. **THAT** the Lessee will pay the fees and expenses of any incidental to the preparation execution and stamping hereof.

AND THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE as follows:-

16. **THAT** the Lessee paying the rent hereby reserved and performing all and singular the covenants conditions and restrictions on its part herein expressed or implied shall quietly hold and enjoy the said land throughout the said term without any interruption by the Lessor or any person lawfully claiming under the Lessor.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

17. **THAT** the rent payable hereunder shall be reviewed at the commencement of each year of the said term and shall be increased to such rent as shall be agreed upon between the Lessor and the Lessee or, failing agreement, to such rent as shall be

settled by arbitration under the provisions of the Arbitration Act 1996 and its amendments.

18. **THAT** if the rent hereby reserved or any part thereof shall be in arrears and unpaid for the space of 14 days then whether the same shall have been legally or formally demanded or not and whenever there shall be any breach or non-observance or non-performance of any covenant condition or provision herein on the part of the Lessee contained or implied or if the Lessee shall make any assignment for the benefit of or enter into any composition with its creditors or if it shall be dissolved or go into liquidation or a receiver of its assets or any part thereof shall be appointed then it shall be lawful for the Lessor forthwith without making any demand or giving any notice or doing or seeing to the doing of any act deed matter or thing whatsoever to re-enter upon and take possession of the said land or any part thereof in the name of the whole whereupon the said term and all the interest of the Lessee shall absolutely cease and determine and that without releasing the Lessee from liability for any rent due or accruing due hereunder or from liability for any antecedent breach of agreement condition or provision hereof.
19. **THAT** on the termination of this lease under the preceding clause hereof or by effluxion of time surrender breach of conditions or otherwise the said land together with all improvements thereon shall revert to the Lessor without any compensation being payable to the Lessee.
20. **THAT** nothing herein contained or implied shall be deemed to confer on the Lessee the right to acquire the fee simple of the said land.
21. **THAT** if the Lessee shall have paid the rent hereby reserved and observed and performed the covenants and provisions hereof then the Lessee shall the right or option (to be exercised by not less than 3 calendar months' notice in writing to the Lessor prior to the end of the said term) to take and accept a renewal of the term hereby created for a further period of 10 years from the expiration of the term hereby created at a rental to be agreed upon between the parties hereto or failing agreement to be settled by arbitration in accordance with the provisions of the Arbitration Act 1996 and its amendments but not in any case to be lower than the rent hereby reserved and upon and subject to the like covenants and restrictions as are herein contained excepting this present right or option of renewal so that the total term of the lease and one renewal shall not extend beyond the 31st day of August 2027
22. **THAT** these presents are intended to take effect as a Lease of part of a Recreation Reserve under Section 54 (1) (C) of the Reserves Act 1977 and of any enactment's passed in amendment or

substitution thereof and the provisions of the said Act applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore appearing.

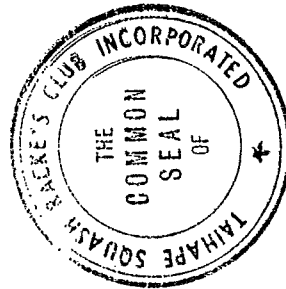
Signed and sealed on behalf of **THE TAIHAPE SQUASH RACQUETS CLUB INCORPORATED** by:

[Signature] Chairperson

(SEAL OF ASSOCIATION)

[Signature] Secretary

[Signature] Member



Signed on behalf of the **RANGITIKEI DISTRICT COUNCIL** by:

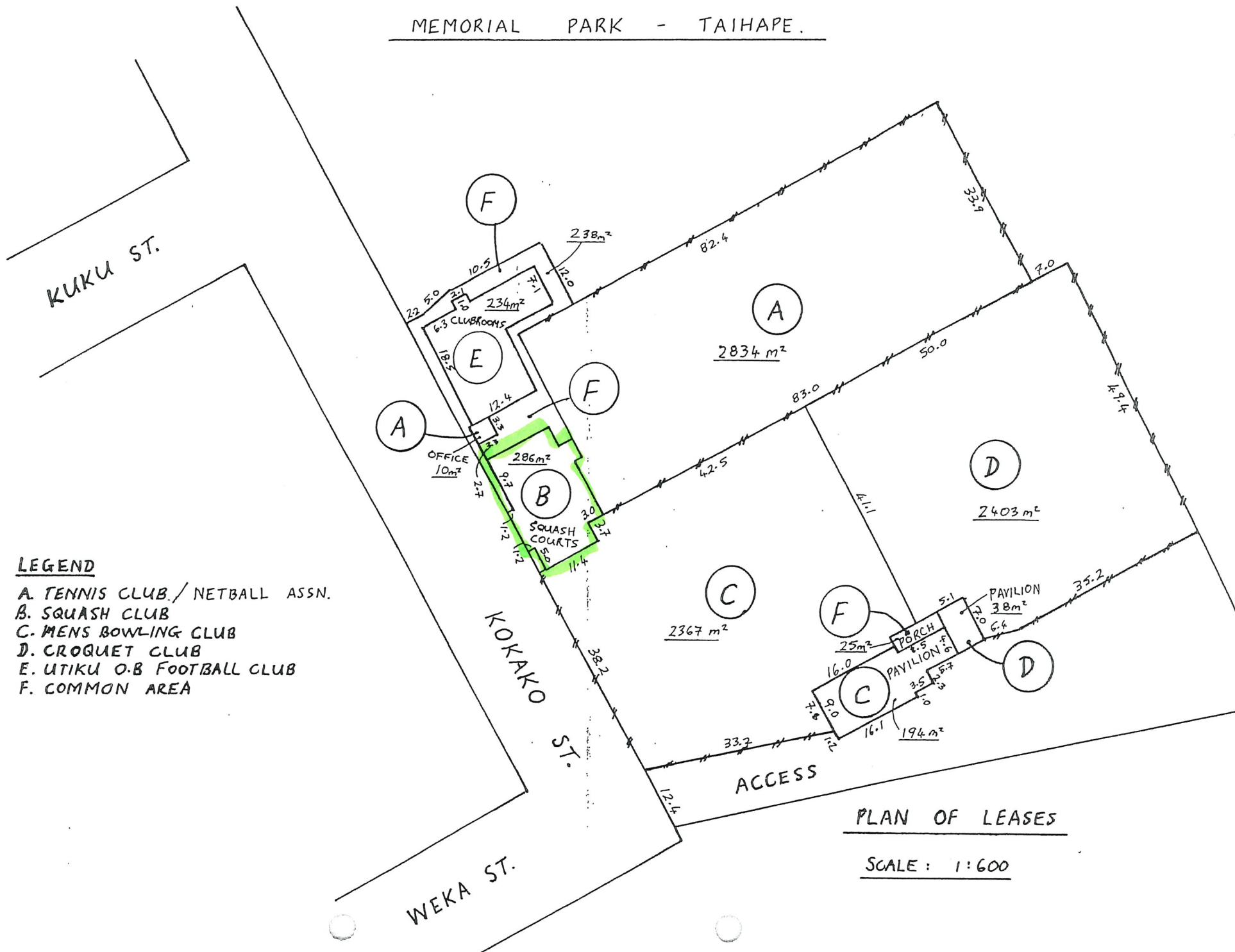
(SEAL OF COUNCIL)

[Signature] Chief Executive

[Signature] Asset Services Manager



MEMORIAL PARK - TAIHAPE.



PLAN OF LEASES

SCALE : 1 : 600