

#### Rodney Local Board workshop programme

Date:11 September 2024Time:10.00am - 2.00pmVenue:Kumeū Meeting Room, 296 Main Road, KumeūApologies:No apologies received

	Local Board Services / Members only administrative time 9.45 – 10.00am								
ltem	Time	Workshop item	Presenter	Governance role	Proposed outcome(s)				
1	10.00 – 10.45am	Vector limited - Electricity distribution network <b>Supporting information</b> • Presentation	Matt Britton (Communications Manager)Teina Teariki Mana (Community Engagement)Marko Simunac (General Manager - Electricity Operations and Maintenance)	Keeping informed	An opportunity to receive an update on Vector's limited electricity distribution network				
2	10.45 – 11.45am	Future waste services for Kawau Island <b>Supporting information</b> • Presentation	Sarah Le Claire (Waste Planning Manager) Tanya Browne (Waste Planning Advisor) Yasmin Hall	Keeping informed	An opportunity to receive an update on the Futura waste services for Kawau Island				

			(Relationship Advisor)		
	11.45 – 12.30pm	Break			
3	12.30 – 1.30pm	Categorisation, deconstruction and community led recovery	<b>Caroline Tauevihi</b> (Senior Stakeholder Specialist)	Keeping informed	An opportunity to receive and update on the Categorisation, deconstruction and community led recovery programme
		<ul><li>Supporting information</li><li>Presentation</li></ul>	Leanne Roche (Community-led Recovery Manager)		
			<b>Kaiya Irvine</b> (Community-led Specialist)		
			Kris Bird (Homes and Houses Deconstruction Manager)		
4	1.30 – 2.00pm	Leigh Village Reserve - develop local park Supporting information	Claire Bodmin (Senior Project Manager) Geoffrey Pitman (Area Operations Manager)	Keeping informed	An opportunity to receive an update on the Leigh Village Reserve – develop local park
		<ul> <li>Memo</li> <li>Lease agreement</li> </ul>			
		School letter of support			
		<ul> <li>Requirement for lease renewal</li> </ul>			

Role of Workshop:(a) Workshops do not have decision-making authority.

- (b) Workshops are used to canvass issues, prepare local board members for upcoming decisions and to enable discussion between elected members and staff.
- (c) Members are respectfully reminded of their Code of Conduct obligations with respect to conflicts of interest and confidentiality.
- (d) Workshops for groups of local boards can be held giving local boards the chance to work together on common interests or topics.

# Presentation for Rodney local board

11 September 2024





# Agenda

- Introductions
- Vector's role in the electricity system
- Projects in your network area
- What happens in a storm
- Planning for the future.



## Vector's role in the electricity system



## The role of lines companies



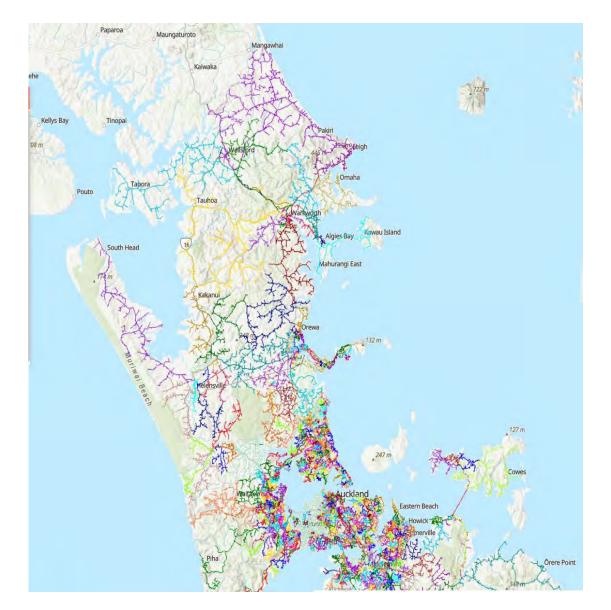


## Vector's network





## Vector's network





## Projects in your network area





#### All power to you and your community! An update from Vector

We know the severe weather in your area this year has been extremely challenging, and that your area is growing quickly. You may have questions about what Vector is doing to manage both of these dynamics. Our team has recently met with members of your community and we wanted to share the update with more of you.

We'd like to assure you that our planning has anticipated additional demand on the electricity network, and we are well progressed to handle thousands of new connections. We're also working hard to mitigate the impact of severe weather causing outages. There are some inherent challenges with a rural network with one of the most significant being the impact of trees on our lines during windy weather. We have been asking for a change in regulations for years, to allow increased tree trimming to reduce the impact on our power supply.

Over the past five years we've invested more than \$60m into the area, but as we face the challenges of decarbonisation and climate change the requirement for investment will continue. Here's some of our activity:

- We're in the final stages of laying a new underground cable, all the way from Wellsford to Warkworth, to boost capacity for the future, and increase reliability. This has been a huge project with \$50 million invested over four years. Thanks for your patience with our crews, and the traffic management that's required to complete the work safely.
- We've built a new substation at Big Omaha so power supply is more evenly spread and fewer customers are attached to an individual line. This means, if an outage happens, not as many people will be affected as they have in the past.

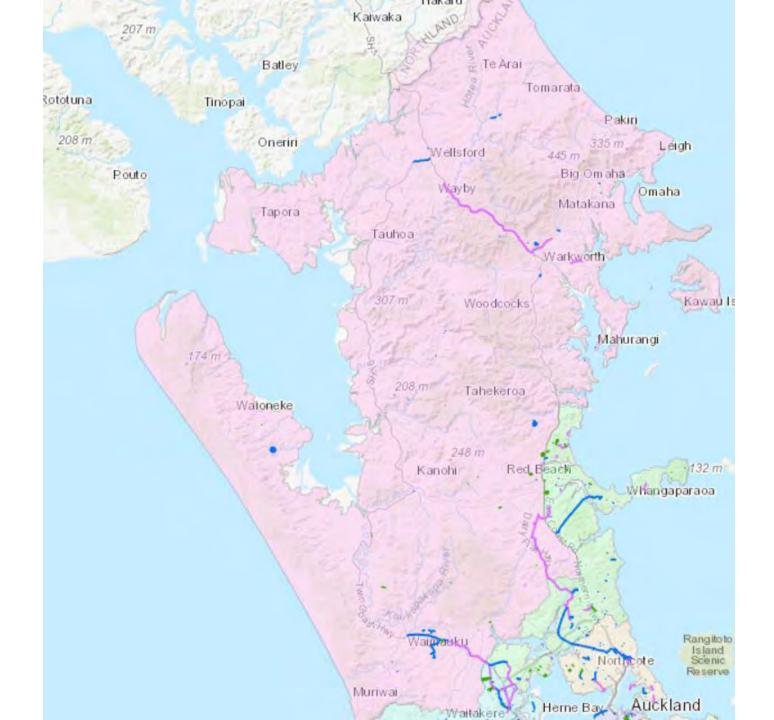
- Electric vehicle uptake in the Warkworth area is forecast and on track to grow more than 8 megawatts by 2032 – that's about as much electricity needed to power 4,000 new homes!
- Battery energy storage systems in Snells Beach and Warkworth South are being used to make sure power supply matches demand.
- A battery energy storage system was installed at Tapora to give customers in that area around 2-3 hours of electricity in the middle of a power outage.
- A new voltage regulator was installed in Te Arai to improve power quality and stop the lights flickering.
- A substation installed in Kaukapakapa in 2020 has helped to reduce the number of customers impacted when we experience faults of on our network.

Vector's role in the energy system is as your electricity distribution business – or lines company. The power goes from the generators to Transpower, then to us and we deliver the energy to your home or business.

"Huge amounts of careful planning and work has already been happening in your area to meet the changing demands of business and residential customers. There's a lot of exciting growth in your area, and with that means increased power demand. So, we're making sure we're always one step ahead."

> SIMON MACKENZIE, VECTOR GROUP CHIEF EXECUTIVE







## What happens in a storm



#### Power Restoration



- Crews will only work when safe to do so
- Sometimes we need to stand crews down if conditions worsen (e.g. if winds increase)
- Public messaging to stay away from downed lines or damaged network equipment.



#### Impact of vegetation





#### Access restrictions

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WHEELA?

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Krippnet

#### Impact of third-party damage









# vector Engagement

Infrastructure Resilience Planning & Coordination



- Vector is a member of both the NZ Lifelines and Auckland Lifelines Councils
- Membership enables Vector to build relationships with other infrastructure companies
- Insights and knowledge are shared across companies in order to coordinate activities aimed at reducing infrastructure vulnerabilities.

Emergency Planning & Response



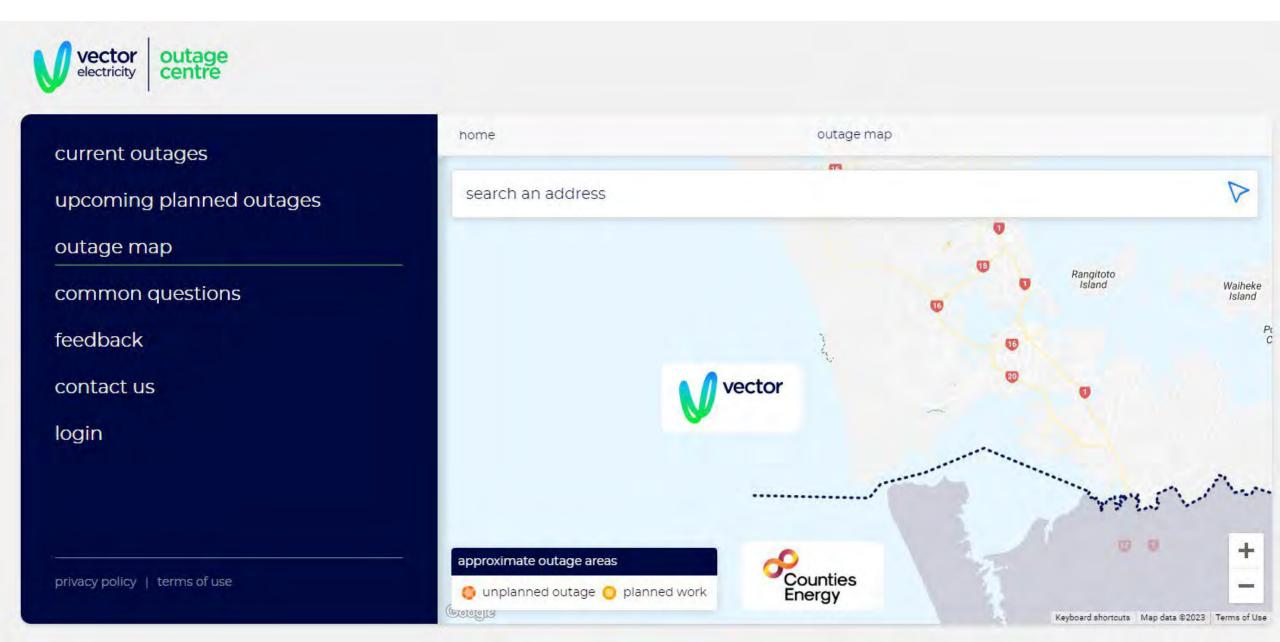
New Zealand

Lifelines



- Vector engages with both NEMA and AEM to help prepare for emergency related events
- In an emergency Vector engages with AEM through Auckland Council's Lifelines Coordinator. The Lifelines Coordinator collects and shares information across organisations and within civil defence operations to support smart decision making and efficient recovery of services.

#### Our Outage Centre (vector.co.nz)



#### Practical tips during outages

- Don't touch or use any electrical appliances while barefoot in damp or wet conditions.
- Stay at least 10 metres away from damaged power lines and electrical equipment.
- Be aware that streetlights and traffic lights may not be working.
- Use a torch instead of candles (it's safer)
- Switch off sensitive electrical equipment, (TV, computer etc) as they can be affected when power is restored.
- Keep the fridge closed so food lasts longer. Move food to a friend's fridge, store it in a chilly bin with ice or move it to your freezer. A 1/2 full freezer will be okay for up to 24 hours and a full freezer for 48 hours. See www.nrc.govt.nz/civildefence/ in-an-emergency/food-safetyin-power-cuts-and-floods/

Make sure elements on your stove, and all heaters and appliances are turned off. so they don't come back on without you noticing.

If you are in a rural area and have backup generators for water, fencing etc, check you have additional fuel for these.

If you are concerned about health and safety, please contact your doctor, or go to the local hospital, or if it is an emergency, call 111.

Important information about the power outage you are experiencing

vector

Sorry you are still without power. We understand how difficult this can be and are doing everything we can to get it restored as soon as possible.

Here are some practical tips and answers to common questions.

tricity cables are underground, e roots can damage them severe storms it may take our rews a few days to assess the Jamage and start repairs We rely on specialist crews such as arbonists and traffic management. We may need them to do certain work before we can access a site to restore power. If a Vector truck leaves your rhood before your power is back on, please know that we are not ignoring your problem, and we will return to repair all lines under winterant conservation intersonce our control (for service lines, not under our control, see next section). The safety of our crews and the public is our priority. Repairs may be delayed until it's safe. If the outage is widespread across a in the utrage is worspread across region, restoration may take longer than it would for a localised outage ds, can when

when

The stages of power restoration

Who gets their power restored first? We prioritise repairs to main lines h voltage lines), and equipment (substations) that will restore the most power to as many customers we restore individual transformers and smaller lines flow voltage lines) to individual homes voitage intest to incividual normal and businesses. We can't fix an and ousinesses we can creat in in in individual problem until the main incivitual problem undimernant lines and equipment are restored. If your power remains off er power is restored to your alter power is restored to your an neighbourhood, there may be an e with your service line, which connects into your home your service line is your responsibility. However, if you report an outage and the issue is found to be on the lines or it that you own, we won't you for the call out. You to contact a registered to fix it.

NEIGHBOURHOODS

What about my hot water If you live in central or sol Auckland your hot water should automatically reheat power is restored. Reheating can take up to six hours. If power has take op to sk hours in power nas been restored and hot water is still not available after six hours: check the hot water cylinder is switched on. There may be an issue with your meter box or with your hot water tank Please call us on 0508 832 867 if your hot water cylinder is heated by gas, contact a registered plumber you live in north or west Auckland, your hot water may be the pilot wire system Once power has been restored after an outage, we repair network If you are still without hot water in your are as in white our not water once we've restored network pilot pilot wires Wires, there may be an issue with Will service may be an used in your service pilot wire system Call us on **0508 832 867**.

HOT WATER

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#### vector.co.nz/outages 0508 832 867



We're here to help:

Get in touch with our customer service team today:

0508 Vector (0508 832 867)

# Planning for the future

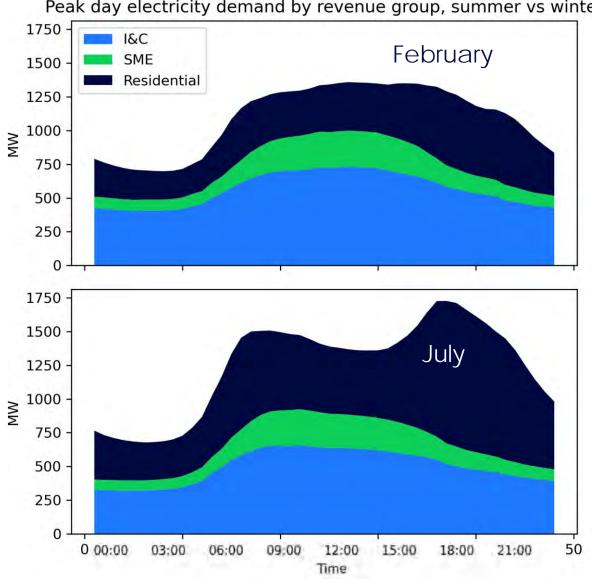


#### Electricity daily profile by season: 2023

Demand throughout the day is much less variable in summer than it is in winter.

In winter, evening peak demand is 30% higher than it is in summer.

Most of the seasonal variation comes from our residential customers.







Our EV Tracker monitors where EVs are appearing at a suburb level, helping us analyse network impact of charging and avoid clustering impacts

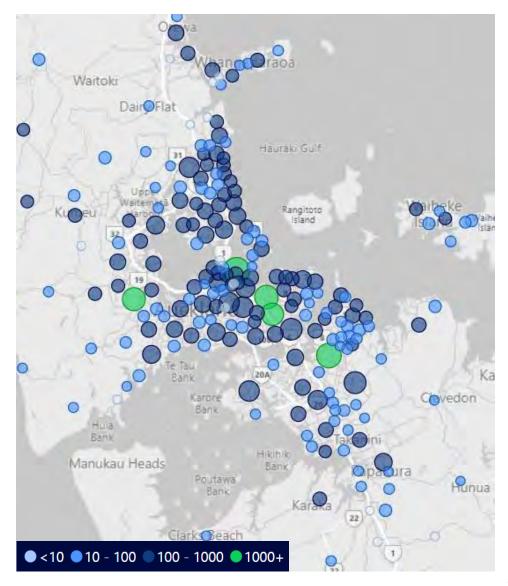
Uptake varies dramatically by suburb.

#### Example:

Remuera and Ōtara both have a very similar population size (~24,000).

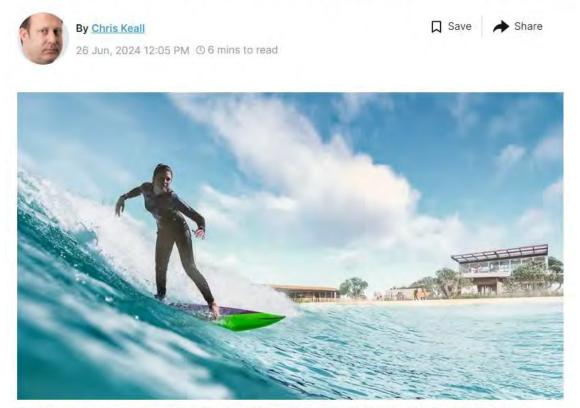
- Remuera has 1,187 EVs
- **Ōtara** has 45.

We need to continue this analysis as EV numbers continue to grow



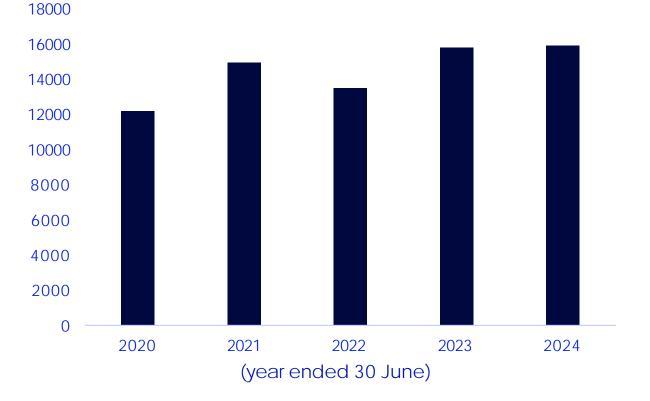
# Other drivers of growth

#### Spark's surf lagoon data centre in Dairy Flat gains resource consent



Developer Aventuur plans an artificial surf lagoon (pictured), warmed by heat from a Spark data centre.

#### Number of new connections added each year



Spark has secured final resource consent for a huge data centre in Dairy Flat, north of Auckland, as part of a green light by the Environmental Protection Authority for a





Vector has joined forces with Auckland Transport (AT) to help electrify Auckland's bus fleet. That's no mean feat with 1,400 buses to be converted to zero emissions vehicles by 2030.



# How you can help



## Trees

MBIE is reviewing the Electricity (Hazards from Trees) Regulations 2003. We've long advocated for meaningful reform:

- 1) We're asking to be able to manage tree risk effectively to protect the network, and our customers' electricity supply.
- 2) We're asking for regulations to ensure tree owners pay the cost of reducing risk from their trees, because if we pay for it, it gets passed on to customers.

Delivering for customers within other protections:

- Unitary plan
- Bio diversity.





## Questions



# Thank you





# Kawau Island future waste services

**Workshop with Rodney Local Board** 

Waste Solutions, Auckland Council

11 September 2024



#### **Purpose of workshop**



Update	Provide an update on long term waste service options for Kawau Island residents		
Seek	Seek local board feedback		
Discuss	Discuss how we can work together as we develop a preferred option		



#### A reminder of the history



Until 2021 Kawau residents disposed of their waste in the public 'Molok' bins



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'Molok' bins were removed in 2021 due to ongoing misuse and concerns about impacts of overflowing waste



Concerns raised by Rodney Local Board, Ngāti Manuhiri, Sandspit Residents & Ratepayers Association about enclosure in sensitive environment



Gated enclosure installed in 2021 as a medium-term (3-5 year) solution



Commitment to consider options to replace waste enclosure for Kawau Island residents' waste services



#### **Overview of current waste services**

- Residents self-transport waste and recycling to Sandspit to dispose of in communal bins behind gated enclosure, accessible by PIN code
- Some make use of private 'unaccompanied' service offered by Kawau Cruises
- Some inorganic waste also left
- Waste collected daily in summer months and approx 4x / week in off-season
- Current service is free i.e. no targeted waste rate charged to residents









#### **Issues with current waste enclosure**

Access gate often left open / gate insecure

Use by non-residents (ca. only  $1/_3$  from Kawau residents)

Inorganic and commercial waste dumped in the enclosure

Wind-blown litter escaping from site

Subsidised by regional ratepayers

Location proposed to be leased and area redeveloped

Period of medium-term (3-5 year) solution expires in 2026



#### Draft Hauraki Gulf Islands Waste Plan 2024

#### **Goals for Kawau Island**

- 1. Find a long-term solution for refuse and recycling services
- 2. Identify an approach to charge for refuse and recycling services
- 3. Support community-led food scraps and green waste processing, waste minimisation and community/visitor education on Kawau
- 4. Everyone managing their inorganic waste appropriately



#### **Challenges for long-term solution**



Opposing stakeholder views about location of waste enclosure



Communal bins used by non-residents / ongoing illegal dumping



Environmental risks of Sandspit locations



Lack of suitable land within proximity



## **Assessment Criteria**



Availability of adequate diversion services

Connections with Lawrie Rd CRC Sensitive coastal environment High cultural values Capital and operating costs of land / enclosure

Ongoing costs of collection, disposal monitoring, enforcement.

# Seasonal variations in volumes

Ferry and own-boat users

'After-hours' use



## **Waste Options Investigated**





Continuation of an upgraded communal waste enclosure at Sandspit Wharf

At existing location, relocating close by within the carpark, or further along the spit.

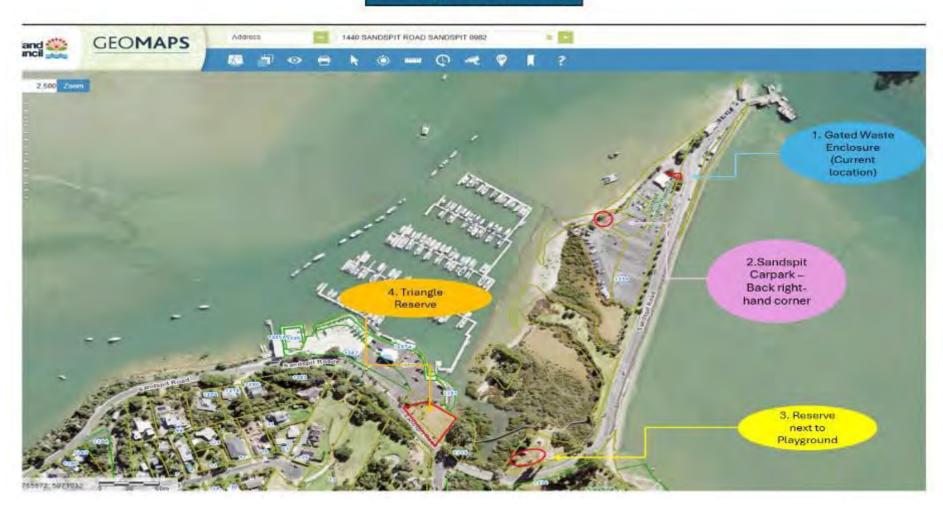


Self-transfer of pre-paid rubbish and recycling bags to a choice of local transfer stations.



## **Options 2 – 5: locations considered for secure enclosure**

Sandspit Wharf Map





## **Examples of secure enclosures**







## **Proposed timeline for next steps**

### September 2024

- Engage with Kawau Island residents and businesses as we develop and propose a preferred option (both via KIRRA and directly with ratepayers)
- Seek informal feedback from all stakeholders, including Rodney Local Board, Ngāti Manuhiri, Sandspit RRA, local organisations

### October 2024

• Develop the preferred waste service option and include within financial impact statement for targeted rate

### Early 2025

• Formally consult on preferred waste service option through the Annual Plan 2025/26

### April - June 2025

- Review consultation feedback and workshop with local board
- Seek sign off from the Governing Body, ensuring messaging is disseminated more broadly across the community

### From July 2025 (depending on final solution)

• Implement long term service option, supported by comprehensive support and education about the service to residents and stakeholders who may be impacted by the change.





# **Questions/Feedback**

Patai?



### **Assessment of options**

	Options considered	Benefits	Risks	Mitigations
On-island collections	<ul> <li>Collection service from on island consolidation points.</li> </ul>	Convenience for homes near consolidation points.	<ul> <li>Does not address concerns about locating a waste enclosure within sensitive coastal areas – merely transfers risk to the island.</li> </ul>	<ul> <li>Consolidation points on the island attract illegal dumping: Waste may escape into the marine/ pose threat to marine wildlife.</li> <li>Risk of cultural impacts due to location in sensitive coastal environment.</li> </ul>
Communal Waste Enclosure	1. Secure communal enclosure behind caretakers building (Current)	<ul> <li>Close to boat ramp/wharf.</li> <li>All-hours access, convenient location for Islanders.</li> <li>Proximity enables ferry operator to continue to offer unaccompanied waste service.</li> <li>Waste is emptied daily in summer.</li> </ul>	<ul> <li>Continued risks around litter escaping into the sensitive marine environment.</li> <li>Cultural impacts of continued presence of waste enclosure in sensitive coastal environment.</li> <li>Threat to marine wildlife.</li> <li>Risk of inundation</li> <li>Non-Kawau residents continue to use the enclosure</li> <li>Ongoing illegal dumping of non-residential waste.</li> <li>Opposition to ongoing presence of waste enclosure on peninsula from Sandspit Residents &amp; Ratepayers.</li> <li>Noise impacts on future occupants of building.</li> </ul>	<ul> <li>Work with Ngāti Manuhiri to address concerns about cultural impacts.</li> <li>Institute messaging, communications and signage at consolidation point and support with increased focus on monitoring / enforcement.</li> <li>Ensure it is secure and assess ongoing measures to increase awareness of the issues related to non-Kawau Island usage.</li> <li>Review measures (such as permeable fencing) to capture litter while allowing water egress.</li> <li>Work with Auckland Transport and/or Parks and Community Facilities teams to confirm feasibility</li> </ul>
	2. Secure communal enclosure in Sandspit Car Park Relocate communal bins to a newly installed secure enclosure located within Sandspit carpark.	<ul> <li>Close to boat ramp/wharf.</li> <li>Replaces current waste enclosure with something similar.</li> <li>Convenient for residents.</li> <li>Proximity enables ferry operator to continue to offer unaccompanied waste service.</li> </ul>	<ul> <li>Continued risks around litter escaping into the sensitive marine environment/threat to marine wildlife</li> <li>Carpark suffers from inundation from king tides with swell.</li> <li>Service vehicle movements/access to waste enclosures during the busy season.</li> <li>Non-Kawau island residents use the waste enclosure.</li> <li>Illegal dumping of non-residential waste.</li> <li>Opposition to ongoing presence of waste enclosure on peninsula from Sandspit Residents &amp; Ratepayers.</li> </ul>	

## **Assessment of options**

		Options considered	Benefits	Risks	Mitigations
	3. Secure communal enclosure in reserve by playground. Relocate communal bins to a newly installed secure enclosure.	• En route for travel from wharf.	<ul> <li>Continued risk around litter escaping into the sensitive marine environment/threat to marine wildlife</li> <li>Located in an area identified as flood plain.</li> <li>Long walking distance from the wharf.</li> <li>Adverse impacts on playground and possible misalignment with the reserve status or plans</li> <li>Car parking pressures leading to challenges of drop off and servicing in high season. Potential traffic hazard of queuing on corner.</li> <li>Non-Kawau island residents use the waste enclosure.</li> <li>Illegal dumping of non-residential waste.</li> </ul>		
		4. Secure communal enclosure on triangle of land at the top of Sandspit Road. Relocate communal bins to a newly installed secure enclosure	En route for travel from wharf.	<ul> <li>Continued risks around litter escaping into the sensitive marine environment/threat to marine wildlife</li> <li>Ownership of land</li> <li>Possible illegal dumping</li> <li>Long walking distance from the wharf.</li> <li>Non-Kawau island residents use the waste enclosure.</li> <li>Illegal dumping of non-residential waste.</li> <li>Adverse impacts on park land and possible misalignment with reserve status/plans.</li> </ul>	
е	Drop off at existing acilities	Residents to drop off at Lawrie Road Transfer Station or Northland Waste using rates funded bag refuse and recycling bag allocation (with option for additional pre-paid bags, consistent with Aotea Great Barrier Island and Waiheke)	<ul> <li>Removes risk of waste enclosure within sensitive coastal area.</li> <li>Discourages illegal dumping longer term as no enclosure.</li> <li>Other waste streams can be sorted resulting in more diversion from landfill.</li> <li>Encourages community connections to Lawrie Road Community Recycling Centre.</li> <li>En route for travel to Warkworth or beyond.</li> </ul>	<ul> <li>Inconvenience - Travel distance from Sandspit Wharf to transfer stations. Current opening hours do not match ferry times.</li> <li>People are used to a free rubbish drop off at the enclosure and will need to find alternative solution; some may illegally dump in the meantime.</li> <li>Ferry operator to no longer provide unaccompanied bag service for residents.</li> </ul>	<ul> <li>Institute messaging, communications and signage at former consolidation point and support with increased focus on enforcement.</li> <li>Seek options to extend opening hours or drop-off where possible</li> </ul>

# **Recovery Office Update**

# Categorisation, Deconstruction and Community-Led Recovery

11 September 2024



# **Categorisation update**

As at 4 September 2024 406 properties opted in the Rodney Local Board area 89.4% the way through final categorisation Close off date for registration: 30 September 2024



### September 2024

Cat 1 – 226 Cat 2C – 4 Cat 2P – 5 Cat 3 – 118

89.4% completed cat



# **Deconstruction process**

- Prepare site
- Remove structures
- Manage vacant land





# What have we found so far

- Health and Safety issues
- Problems with access to sites
- Absestos
- Polystyrene mixed with concrete
- Issues around cross lease properties
- Utilities having to be disconnected







# Local Recovery Planning Programme



Community-led recovery planning is driven by the community, for the community. It's future focussed and about creating a collective vision after a disaster. It considers all aspects of recovery; built, social, economic, natural, cultural.



Impacted Communities

- Up to \$40,000 is available for each community cluster to undertake this local recovery planning work this FY. Estimated 20 projects across the region.
- Next FY, a contribution of \$10,000 will be provided to help communities being to implement their plans.
- Will be achieved by using a collaborative and community-led approach to support communities to design and implement their own recovery plans.
- The role of Council will be to facilitate and strengthen the scaffolding to support recovery planning, with a focus on building community capabilities, strengthening networks and communication, and enabling local leadership.

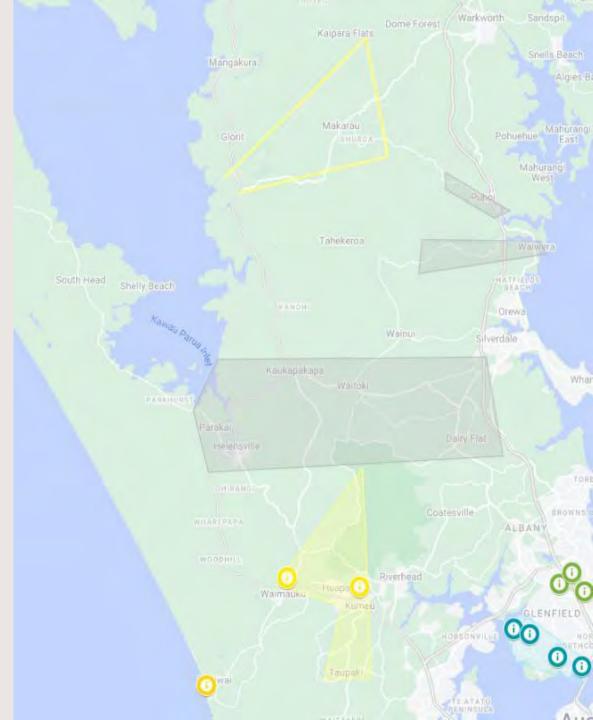


# Communities doing recovery plans

- Muriwai Beach Muriwai Community Association
- Ahuroa, Araparera to Kaipara Araparera Community Catchment Society
- Waimauku, Huapai, Kumeū & Taupaki Community Think

*Exploring further:* Upper Waiwera Puhoi

Parakai, Helenville, Kaukapapa, Dairy Flat



# What is Recovery Planning?

- looking to the future after an emergency event
- community driven process
- identify what matters
- agree on the next steps to make it happen



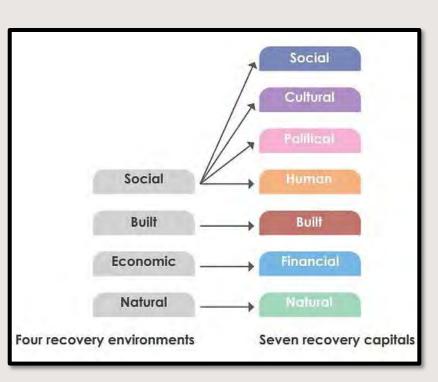


## **Recovery Planning will go across all ReCapitals**

Within the Recovery Capitals Framework, capitals are defined as resources that can be maintained, increased and drawn upon to support wellbeing.

By paying attention to recovery capitals, each person or community can assess what strengths and resources they already have and identify priorities for enhancing their capitals to support their recovery based on what is important to them. This aligns with strengths-based and community-led approaches to resilience and recovery.









### **Role of the Auckland Council Community-led Recovery Specialist**

Community-led Recovery Specialist will be available to work alongside communities to support this recovery work. Their role will be to:

- Identifying possible anchor organisations to engage in this work
- Support communities to assess their readiness to engage in recovery planning
- Supporting anchor organisations express their interest in engaging in the project
- Supporting anchor organisations to find a Facilitator; linking them into council's network of experienced Facilitators if needed
- Holding the relationship with each anchor organisation in their designated areas. This will likely
  involve joint problem solving, escalating issues and opportunities as they arise, and advocating
  for community needs within council
- Monitoring progress and undertaking internal reporting
- Linking communities to resources, technical expertise and networks, as required
- Connecting to internal council processes
- Connecting to other planning and recovery actors and work operating in the area (such as healthy waters, mana whenua, or other agencies/groups engaging in recovery work).













#### Memorandum

11 September 2024

То:	Rodney Local Board
Subject:	Leigh Village Reserve – develop local park
From:	Claire Bodmin – Project Manager, Parks and Community Facilities

#### Purpose

1. To update the Rodney Local Board on the Leigh Village Reserve development project and receive advice on how to proceed to the next phase of the proposed development.

#### Summary

- 2. Following the preparation of a high-level concept for a new play space and wheel play renewal in the centrally located reserve at 10 Hauraki Road in Leigh Village (presented at the local board workshop July 2023), further consultation has been undertaken with Leigh School and the Ministry of Education.
- 3. This has led to the identification of further options for how play could be provided within the Leigh Village:
  - Option 1 develop a new play space, including a wheel play renewal, in the reserve land at 10 Hauraki Road (concept presented in July 2023)
  - Option 2 renew the skate park on Leigh School land as part of a wheel play hub in conjunction with the Leigh School facilities
  - Option 3 renew the skate park in its existing location on Leigh School land and prepare a revised concept for a smaller play space in the village green located at 10 Hauraki Road.
- 4. This memo will provide the local board with an update on findings and request advice on how to proceed with the project.

#### Context

- Funding has been allocated as part of the local board Customer and Community 2024/25 2028 work programme to develop a local park in Leigh as part of the renewal of the existing play assets located partially on Leigh School land, 26 Hauraki Road, and partially on Cumberland Road reserve (see figure 1).
- 6. Auckland Council currently leases the land, on which a small skate park facility and set of swings is located, from the Ministry of Education (Refer to Attachment A Ministry of Education Lease Agreement, dated 2004). The lease that council has with the Ministry of Education expires in August 2024.
- 7. Initial consultation with residents, along with council's aim to address the safety issues and site constraints of the existing location, led to the development of a concept design that



located the new facilities in the reserve land at 10 Hauraki Road in Leigh. This concept design was presented to the Rodney Local Board in July 2023.

8. Following local board advice, further consultation with Leigh School management has confirmed the school's desire to retain the skate park in its current location, and to create a wheel play hub for the Leigh community in addition to their existing pump track.



Figure 1 – Leigh School and reserve land location plan



### Discussion

#### Leigh School – wheel play hub

- 9. Having completed a high-level concept for a new play space in the reserve land located at 10 Hauraki Road (option 1), further consultation with Leigh School management has highlighted their long term plans of developing a wheel play hub for the children in the Leigh community within the school grounds.
- 10. The school management has indicated that whilst they don't want the existing pump track used by members of the public during school hours, they are happy for the skate park to continue to be used by public within school hours, and that the pump track will be open to the public outside of school hours.
- 11. Leigh School is also planning to install a concrete path around the perimeter of their sports field to provide a learn to ride facility as well as an all-weather access to the fields. This will add another element to their proposed wheel play hub.

#### Ministry of Education – lease renewal

- 12. For the existing public skate park location to be retained (option 2), and the facility renewed, the lease with the Ministry of Education (MoE) needs to be renewed. Initial contact with the MoE has indicated that, if the school supports the lease extension, they are likely to renew the lease. Leigh School has confirmed their support. (Attachment B Leigh School letter of support)
- 13. The MoE has informed council that if it is proposed to extend the footprint of the leased land, to allow space for the skate facility to be renewed to current standards in the same location, council needs to provide the Ministry of Education with a concept plan and construction details showing the leased space required, and how the proposed facility will work. (Refer to Attachment C, email from the MoE, dated 23 February 2024). This will allow for the existing lease to be renewed covering the extended area, under the same conditions as the existing lease, or alternatively the existing lease is terminated, and a new lease and conditions could be negotiated to cover the full area required.
- 14. To meet the MoE requirements, council required input from a specialist wheel play designer. A meeting was held on site with a specialist wheel play designer on the 3 May 2024 to discuss the requirements of the skate facility renewal. It was noted that a renewed facility of a similar scale and designed to meet current standards should be able to fit with some tree removals.
- 15. Once a design has been prepared, it will form part of the information required by the Ministry of Education to process the lease application.

#### Additional option (combination of option 1 and 2)

- 16. A third option for the Leigh play provision has also been identified. Option 3 would be a combination of the original concept, providing a smaller play space located in the village green at 10 Hauraki Road, and the renewal of the skate park in its existing location on MoE land.
- 17. This option would involve the separation of the wheel play from other play equipment and is based on the limitation of the existing wheel play site to house supplementary play equipment. The existing site is steeply sloped and close to Cumberland Road. The site is not suitable for equipment that either caters for younger children or requires a flat site.



#### **Next steps**

- 18. The next step to progress this project is to prepare a concept design for a safe and compliant skate park facility within its current location on MoE land. This design will provide council with surety about the viability of option 2, within the site constraints and identify the required footprint for the facility.
- 19. This information will also provide council with the information required by the Ministry of Education to process the application for the lease.
- 20. Input from the local board is sought in relation to option 3:
  - to proceed with the high-level concept for the skate facility renewal in its current location within MoE land, and a revised concept for a smaller play space to be in the village green located at 10 Hauraki Road.

#### Attachments

Attachment A - Ministry of Education Lease Agreement

Attachment B - Leigh School letter of support

Attachment C - Ministry of Education list of requirements for lease renewal

#### DEED OF LEASE dated

#### 2004

#### PARTIES

- 1. HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Lessor")
- 2. **RODNEY DISTRICT COUNCIL** ("the Lessee")
- 3. LEIGH SCHOOL BOARD OF TRUSTEES, a board established under Part IX of the Education Act 1989 ("the Board")

The Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land") and the Lessor HEREBY LEASES to the Lessee the Land from the commencement date, at the annual rental, for the term and for the permitted use all as described in Schedule A.

The Board is currently the occupier of the school site pursuant to a property occupancy document issued by the Secretary for Education under s70 of the Education Act 1989. The Board will act as agent of the Lessor in respect of the administration of the Lease.

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant subject to the conditions, restrictions, and covenants set out in Schedules A and B, and pursuant to s6(1C) of the Education Lands Act 1949.

The Lessor, the Lessee and the Board covenant as set out in Schedule B.

SIGNED for and on behalf of () HER MAJESTY THE QUEEN () by TREVOR COLIN MALLARD, () Minister of Education in the presence of ()

Joen Mold

SIGNED by **RODNEY DISTRICT COUNCIL** by affixing its common seal in the presence of:

ACTING Democracy Services Manager

~

Manager Organisational Development

SIGNED by LEIGH SCHOOL BOARD OF TRUSTEES by affixing its common seal in the presence of:

B. F. Masa. Chairperson commissioner

Marhal Trustee

E.M. GARRETT Full Name (please print)

2

VC VERRETWE Full Name (please print)



BEVERLEY FRY MASON Full Name (please print)

Debbe Mashall Full Name (please print)

#### SCHEDULE A

#### ITEM 1 THE LAND

Part of the Leigh School site, on the corner of Hauraki Road and Cumberland Street, Warkworth, as shown outlined in red on the plan attached to this Lease.

ITEM 2 THE COMMENCEMENT DATE

1 September 2004.

ITEM 3 ANNUAL RENT

\$0.10c inc GST per annum payable annually in advance.

#### ITEM 4 TERM OF LEASE

10 years from the commencement date to determination on the 31<sup>st</sup> day of August 2014 and subject to further terms of renewal as set out in clause 4.1.

#### ITEM 5 LESSEE OUTGOINGS

All operating costs and outgoings associated with the Land, Lessor's Property and Lessee's Improvements including, but not limited to, charges for:

- 5.1 all repairs and maintenance (including structural repairs and maintenance) to any Lessor's Property or Lessee's Improvements, whether required pursuant to clauses 2.2 or 2.6 or otherwise;
- 5.2 rates or levies payable to any authority provided that if the rates are not separately assessed then such fair proportion of the rates as the parties shall agree, and failing agreement then as fixed by arbitration;
- 5.3 insurance premiums;
- 5.4 charges for water, gas, electricity, telephones and other utilities or services;
- 5.5 rubbish collection charges;
- 5.6 New Zealand Fire Service charges and maintenance charges in respect of all fire detection and fire fighting equipment;
- 5.7 such portion of the Landlord's land tax as the value of the Land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax (if any);

- 5.8 the cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement;
- 5.9 yard and carparking area maintenance and repair charges;
- 5.10 all costs associated with the repair, maintenance or replacement of any fencing on the Land;
- 5.11 all costs associated with complying with any statutory, regulatory, code or by-law requirement concerning the use and occupation of the Land and/or Lessee's Improvements, including compliance with the Building Act 1991; and
- 5.12 all and any other expenses arising from the Lessee's use and occupation of the land, whether related to the foregoing items or not.

#### ITEM 6 PERMITTED USE

A skate park facility for the use of the public and schools.

#### ITEM 7 FINAL EXPIRY DATE

31 August 2024

ITEM 8 THE SCHOOL

Leigh School at Hauraki Road, RD5, Warkworth.

#### ITEM 9 FURTHER TERMS

Two further terms of 5 years each.

#### SCHEDULE B

#### PART I - PRELIMINARY

#### 1. **DEFINITIONS**

1.1

- a. The expression "the Lessor" shall include and bind:
  - i. the body executing this lease as Lessor; and
  - ii. any Lessor for the time being under it; and
  - iii. all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- b. The expression "the Lessee" shall include and bind:
  - i. the person executing this lease as Lessee;
  - ii. all the Lessees for the time being under it; and
  - iii. all the respective executors, administrators, successors, permitted assigns and successors in title of each Lessee and if more than one jointly and severally.
- c. The expression "the Board" means the board of trustees of Leigh School, being a board established under Part IX of the Education Act 1989.
- d. Words importing the singular or plural number shall include the plural or singular number respectively.
- **1.2** "authority" means each and every local or territorial authority, Government or other authority, having jurisdiction or authority over or in respect of the Land and any buildings or improvements on it, or the use thereof.
- 1.3 "the Facility" means the skate park facility for the use of the public and schools.
- 1.4 "the Land", "the Commencement Date", "Annual Rent", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" shall have the meanings ascribed to them in Schedule A, and "the Land" includes where appropriate all Lessor's Property and Lessee's Improvements on the Land.
- 1.5 "Lessee Outgoings" means the outgoings referred to in Item 5 of Schedule A.
- 1.6 "Lessee's Improvements" shall mean all the improvements whatsoever constructed or placed on the Land by the Lessee prior to or after the commencement of this Lease including buildings, structures, sealed yards, paths, and fencing, and includes all alterations or additions to them but shall exclude Lessor's Property.

- 1.7 "Lessor's Property" means all improvements on the Land of any kind whatsoever including sealed yards, paths, lawns, gardens, fences and all other property which has been placed on the Land by the Lessor either prior to or after the commencement of this lease, and includes all alterations or additions to them.
- 1.8 "the School" shall mean the school conducted by the Lessor either in whole or in part from the property described in Item 8 of Schedule A.

#### PART II - LESSEE'S COVENANTS

2. LESSEE'S COVENANTS

#### **Payment of Annual Rent**

2.1 The Lessee shall pay the Annual Rent without deduction or set-off in the manner and at the times provided in Item 3 of Schedule A.

#### **Payment of Lessee Outgoings**

#### 2.2

- a. The Lessee shall pay the Lessee Outgoings direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land if this is requested by the Lessor in writing.
- b. The Lessee's liability to pay Lessee Outgoings during the term of this Lease shall subsist notwithstanding the end or earlier termination of this Lease.

#### Use of Land

2.3 The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. The Lessor may refuse to give consent, in the Lessor's absolute discretion.

#### **Compliance With Law**

2.4 The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land.

#### **Avoidance of Danger and Noxious Uses**

- 2.5 The Lessee shall:
  - a. take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
  - b. promptly remedy any danger or hazard that may arise on the Land;
  - c. not use the Land or allow it to be used for any noisome, noxious, illegal or offensive trade or business; or
  - d. not allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Lessor, the School, or any other person; and

e. generally shall conduct the Lessee's business upon the Land in a clean, quiet and orderly manner, free from damage, nuisance, disturbance or annoyance to any such persons, taking into account that the Permitted Use is being carried on at and on a school site.

#### **Maintenance of Improvements**

- 2.6 The Lessee acknowledges that the Lessor and the Board shall have no repair or maintenance obligations for either the Land or any improvements thereon whether Lessor's Property or Lessee's Improvements or otherwise and:
  - a. that the Lessee, at the Lessee's expense in all things, will keep and maintain the Land, Lessor's Property and Lessee's Improvements in good and tenantable repair, order and condition and will at the expiration or sooner determination of this lease yield up the same in good order, repair and condition excluding only fair wear and tear PROVIDED HOWEVER that should the Lessee remove Lessee's improvements from the Land pursuant to clause 4.3 of this lease, then the foregoing provisions of this clause as they relate to an obligation to yield up shall not apply to Lessee's Improvements so removed;
  - b. that the Lessee is responsible for all matters and costs arising out of the need to comply with the Building Act 1991 and the Building Code whether in relation to any inspection certification or work required howsoever;
  - c. the Lessee agrees that before any painting work commences in respect of the Facility the painting scheme must be approved in writing by the Board, such approval not to be unreasonably delayed or withheld;

all such work to be carried out in accordance with the Lessor's requirements and otherwise to good trade standards.

#### **Rubbish Removal**

2.7 The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

#### Signage

- 2.8 The Lessee shall not affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessor's Property thereon except on the following conditions:
  - a. that such signs be approved by the relevant local or territorial authority;
  - b. that such signs be secured in a substantial and proper manner;
  - c. that such signs not be offensive or detrimental to the Lessor's conduct of the School at the discretion in all things of the Lessor;

d. that upon vacating the Land, or otherwise at the request of the Lessor, the Lessee will at the Lessee's expense remove all names, signs, name-plates, signboards, and make good any damage caused by reason of the affixing, painting, exhibiting or removal thereof.

#### Lessor's Right of Inspection

#### 2.9

- a. The Lessor by its employees, contractors and invitees may inspect the Land, provided that not less than 24 hours clear notice of the intention to inspect is first given;
- b. In the event of an emergency, the provisions of clause 2.9 a. shall not apply and the Lessor shall give notice of its intention to enter the Land as may be practicable in the circumstances;
- c. In effecting any inspection, the Lessor will take all practicable steps not to interfere with or disrupt any of the Lessee's activities on the Land.

#### **Construction or Alterations**

- 2.10 The Lessee shall neither construct nor allow to be made any alterations or additions to the Lessor's Property or Lessee's Improvements for which any building consent is required without the prior written approval of the Lessor which, subject to clause 2.11 b., is not to be unreasonably or arbitrarily withheld. The Lessor in giving any approval under this clause may require the Lessee to remove any work so approved at the expiration or sooner determination of this Lease or within a reasonable time thereafter;
- 2.11 In order to obtain consent, the Lessee shall:
  - a. submit plans and specifications to the Board and the Secretary together with a report from a building certifier as that expression is defined in s 2 of the Building Act 1991 stating what work is required to obtain a building consent and what must be done to comply with the provisions of the New Zealand Building Code, the Building Act 1997, Health and Safety in Employment legislation, regulations and codes, Ministry of Education standards and any other statutory or regulatory codes relating to construction or use and occupation of the intended Lessee;
  - b. arrange an adequate comprehensive all risks (including public liability) insurance cover in respect of the period during which construction takes place.

#### Insurance

- 2.12 The Lessee shall insure at its own cost and to the reasonable satisfaction of the Lessor:
  - a. all improvements on the Land comprehensively (whether Lessee's Improvements or Lessor's Property) to their full replacement value in an insurance company approved by the Lessor; and

b. against all public liability in the sum of at least \$2,000,000 in respect of any single event in its name as Lessee.

#### **Application of Insurance Proceeds**

- 2.13 Should any policy of insurance effected under clause 2.12 a. hereof become payable in respect of any damage or destruction to improvements on the Land, then such proceeds shall be applied:
  - a. firstly to reinstatement of any damage or destruction to Lessor's Property or to reimbursement of the Lessor for such damage or destruction where the Lessor decides at the Lessor's discretion in all things that reinstatement is not to proceed;
  - b. secondly to reinstatement of any damage or destruction to Lessee's Improvements or to reimburse the Lessee for such damage or destruction where it is agreed between the parties that reinstatement is not to be effected by the Lessee.

#### Lessee's Indemnity

- 2.14 The Lessee shall indemnify the Lessor and the Board to the fullest extent permitted by law from any loss, harm or damage whatsoever the Lessor and the Board may suffer from:
  - a. any breach or non observance of this Lease by the Lessee; or
  - any act or omission of the Lessee or its licensees, servants, agents or invitees on the Land which is not covered by insurance under clause 2.12; or
  - c. the conduct of the Permitted Use.

#### Suitability

2.15 No warranty or representation expressed or implied has been or is made by the Lessor that the land is now suitable or will remain suitable or adequate for use by the Lessee, or that any use of the land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

#### Lessee to Occupy at Own Risk

2.16 The Lessee agrees to occupy and use the Land and the access thereto at the Lessee's risk, and hereby releases the Lessor and the Board from all claims and demands of any kind, and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee or any other person or any property in or about the Land or access thereto.

#### **Goods and Services Tax**

2.17 The Lessee shall pay to the Lessor or as the Lessor shall direct the Goods and Services Tax payable by the Lessor in respect of the rent and other payments payable by the Lessee under this Lease. The tax in respect of the rent shall be payable on each occasion when any rent payment falls due for payment, and in respect of any other payment shall be payable upon demand. If the Lessee makes

default in payment of the rent or other moneys payable under this Lease, and the Lessor becomes liable to pay additional Goods and Services Tax, then the Lessee shall on demand pay to the Lessor the additional tax.

#### Interest on Unpaid Money

2.18 If the Lessee defaults in payment of the rent or other moneys payable under this Lease for 14 days, then the Lessee shall pay on demand interest at the rate of 14% per annum on the moneys unpaid from the due date for payment to the date of payment.

#### Lessee Acknowledgments

- 2.19 The Lessee acknowledges that the Lessor and the Board:
  - a. have no structural maintenance, repair or replacement obligations whatsoever (whether in relation to Lessor's Property or otherwise) in relation to any and all improvements on the Land;
  - b. shall not be liable to erect, maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land upon which the School is located.

#### No Assignment or Subletting

2.20 The Lessee further acknowledges that the grant of the within lease is specific to the Lessee and that the Lessor shall have the absolute and untrammeled right to refuse any proposal to assign this lease or to sublease any part of it notwithstanding any rule of law or equity to the contrary.

#### No Charging

2.21 The Lessee further acknowledges that it will not mortgage, pledge or otherwise legally or equitably charge the lease herein granted, it being agreed by the Lessee that any breach of this provision shall give the Lessor the right to terminate the within lease without notice notwithstanding any rule of law or equity to the contrary. In the event that the Lessee breaches this clause and thereby causes the Lessor any loss, harm or damage whatsoever the Lessee shall indemnify the Lessor to the fullest extent permitted by law in respect of all such loss, harm and damage.

#### Costs

2.22 The Lessee shall pay the Lessor's legal costs of an incidental to the preparation of this Lease and any variation or renewal, or any deed recording a rent review, and (on a solicitor/client basis) on the proper enforcement of the Lessor's rights, remedies and powers under this lease arising from the Lessee failing to perform or observe the covenants and agreements on the Lessee's part contained in this Lease;

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#### PART III

#### LESSOR COVENANTS

#### 3. LESSOR'S COVENANTS

#### **Quiet Enjoyment**

3.1 Should the Lessee pay the rent and observe and perform all the covenants and agreements herein expressed or implied, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

#### **PART IV**

#### **MUTUAL COVENANTS**

#### 4. MUTUAL COVENANTS

#### **Right of Renewal**

- 4.1 If the Lessee has observed and performed its covenants under this Lease and given written notice to renew this Lease at least three calendar months prior to the end of the term (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew the Lease for the next further term from the renewal date as follows:
  - a. the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 4.10; and
  - b. otherwise the renewed lease shall be upon and subject to the covenants and agreements expressed or implied in this Lease except that the renewed term of this Lease shall expire no later than the final expiry date listed in Item 7 of Schedule A.

#### Lessor to Remedy Lessee Default

4.2 Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than 7 clear days written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default, then it shall be lawful for the Lessor, in addition to any of its remedies, to go on to the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.

#### **Removal of Lessee's Improvements**

- 4.3 The parties acknowledge that upon the expiry or earlier termination of this Lease (including any renewal):
  - a. the Lessee not being in breach of this Lease may, and shall if required in writing by the Lessor to do so, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of three months from the expiration or sooner termination of this Lease. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a licence to enter the land for a period of three months subsequent to the expiration of this Lease to remove Lessee's Improvements and further that this provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

- in the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Lessor's Property and the Land and restore the Lessor's Property and the Land to a neat, tidy and safe condition subsequent to any such removal;
- c. the provisions of this clause shall not merge upon the expiration or sooner termination of this Lease but shall enure for the benefit of the party entitled until completely performed;
- d. if the Lessee fails to remove any of the Lessee's Improvements within three months from the expiration or sooner termination of this Lease then without prejudice to any other rights of the Lessor, the Lessor may by further notice in writing to the Lessee, at any time after the expiration of the three month period given for the Lessee to remove such Lessee's Improvements, elect to forfeit those specified Lessee's Improvements and on service of such notice the same shall become the property of the Lessor. All other Lessee's Improvements remaining upon the Land after the expiration of the three month period provided in clause 4.3 a. shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessor.

# Default

b.

- 4.4 The Lessor may re-enter the Land at the time or at any time thereafter:
  - a. if the rent shall be in arrears 14 days after any rent payment date;
  - b. in the case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied;
  - c. if the Lessee shall make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
  - d. in the event of the insolvency, bankruptcy, receivership or liquidation of the Lessee or the Guarantor; or
  - e. if the Lessee shall suffer distress or execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court for a sum in excess of \$5,000;

and the term shall terminate on such re-entry, but without prejudice to the rights of either party against the other.

# Termination

- 4.5 Unless terminated earlier prior to clause 4.4, this Lease shall terminate in any one of the following circumstances:
  - a. by effluxion of time;

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- b. if the School is closed and disestablished under s154 of the Education Act 1989;
- c. if the School is merged with another school under s156A of the Education Act 1989 (or any amendment thereto) and the Land is declared to be no longer needed for educational purposes under s5A of the Education Lands Act 1949;
- d. if the Lessee has not:
  - i. confirmed by notice in writing to the Lessor and the Board within 6 months from the date of this Lease that it has secured funding to build and complete the Facility in accordance with, and to a standard not less than, provided for in the plans and specifications for the Facility annexed to this Lease; or
  - ii. let a contract for construction of the Facility, to be completed within 12 months from the date of this Lease.

## **Entire Agreement**

4.6 This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

# Severability

4.7 If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.

# **Non Merger**

4.8 The covenants conditions agreements and obligations of the parties to this Lease shall not merge with or be extinguished by the grant of any further or other lease, but shall remain in full force and effect, and operative to their tenor.

# Waiver

4.9 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

# **Differences and Disputes**

4.10 All differences or disputes that may arise between the parties hereto touching or concerning this Lease or touching and concerning the construction of this Lease shall be referred to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.

# **Registration of this Lease**

4.11 The Lessor shall not be required to do any act or thing to enable this Lease to be registered, and the Lessee will not register a caveat in respect of the Lessee's interest hereunder.

# **Service of Notices**

# 4.12

a. Notices given under this Lease shall be served on the Lessee by hand delivery in accordance with section 152 of the Property Law Act or by registered mail addressed to:

Chief Executive Officer Rodney District Council 50 Centerway Road Private Bag 500 OREWA

 Notice given under this Lease shall be served on the Lessor by hand delivery in accordance with section 152 of the Property Law Act or by registered mail addressed to:

> The District Property Manager Ministry of Education Private Bag 47-911 (39-45 College Hill) Ponsonby AUCKLAND

c. Notice given under this Lease shall be served on the Board by hand delivery in accordance with section 152 of the Property Law Act or by registered mail address to:

The Principal Leigh School Hauraki Road RD5 WARKWORTH

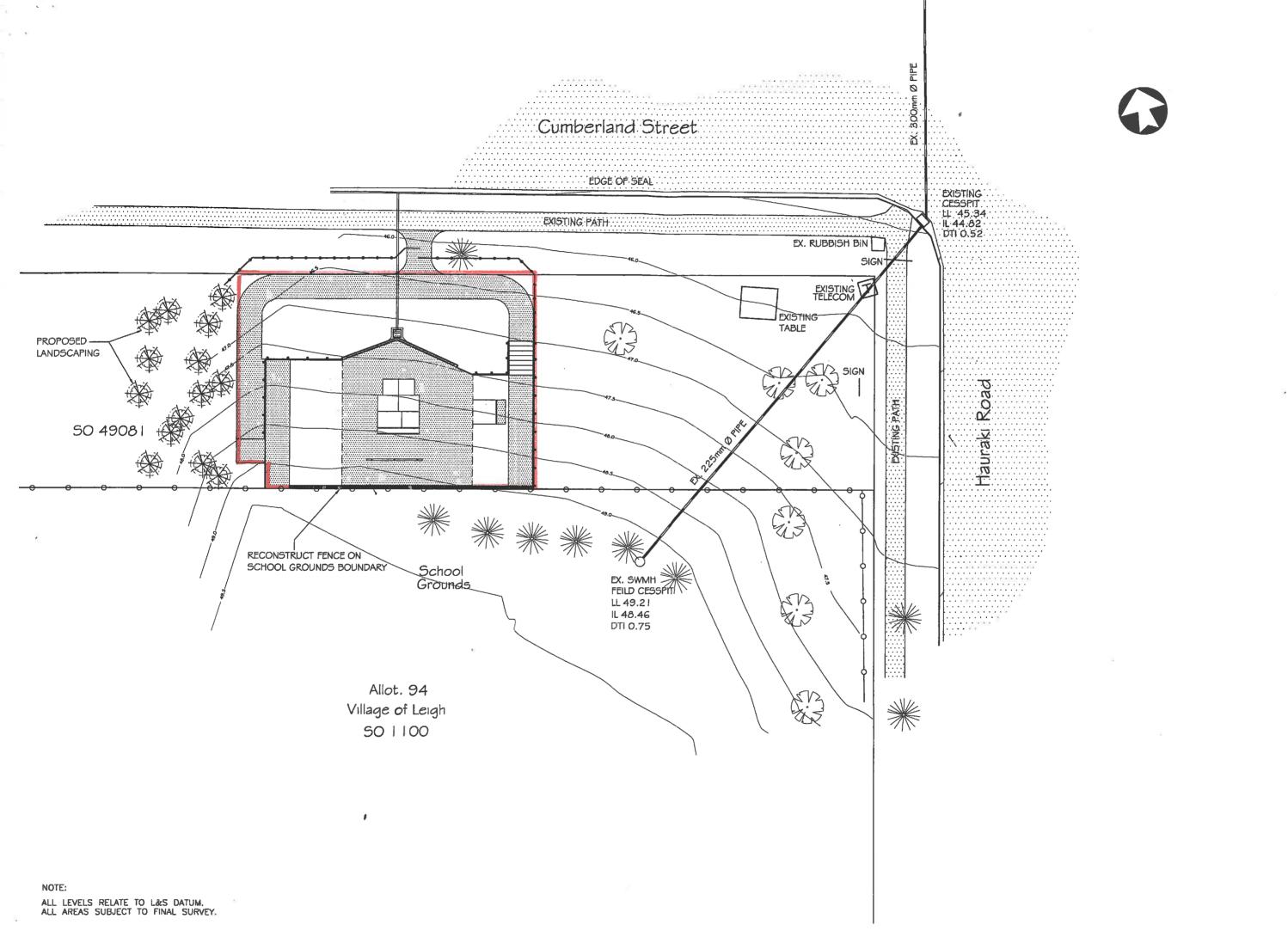
d. Notices shall be deemed to be served at the time of delivery or, in the case of notices which are posted by registered mail, two days after the date of posting.

# PART V

# **BOARD AND LESSEE ACKNOWLEDGEMENTS**

# 5. BOARD AND LESSEE ACKNOWLEDGEMENTS

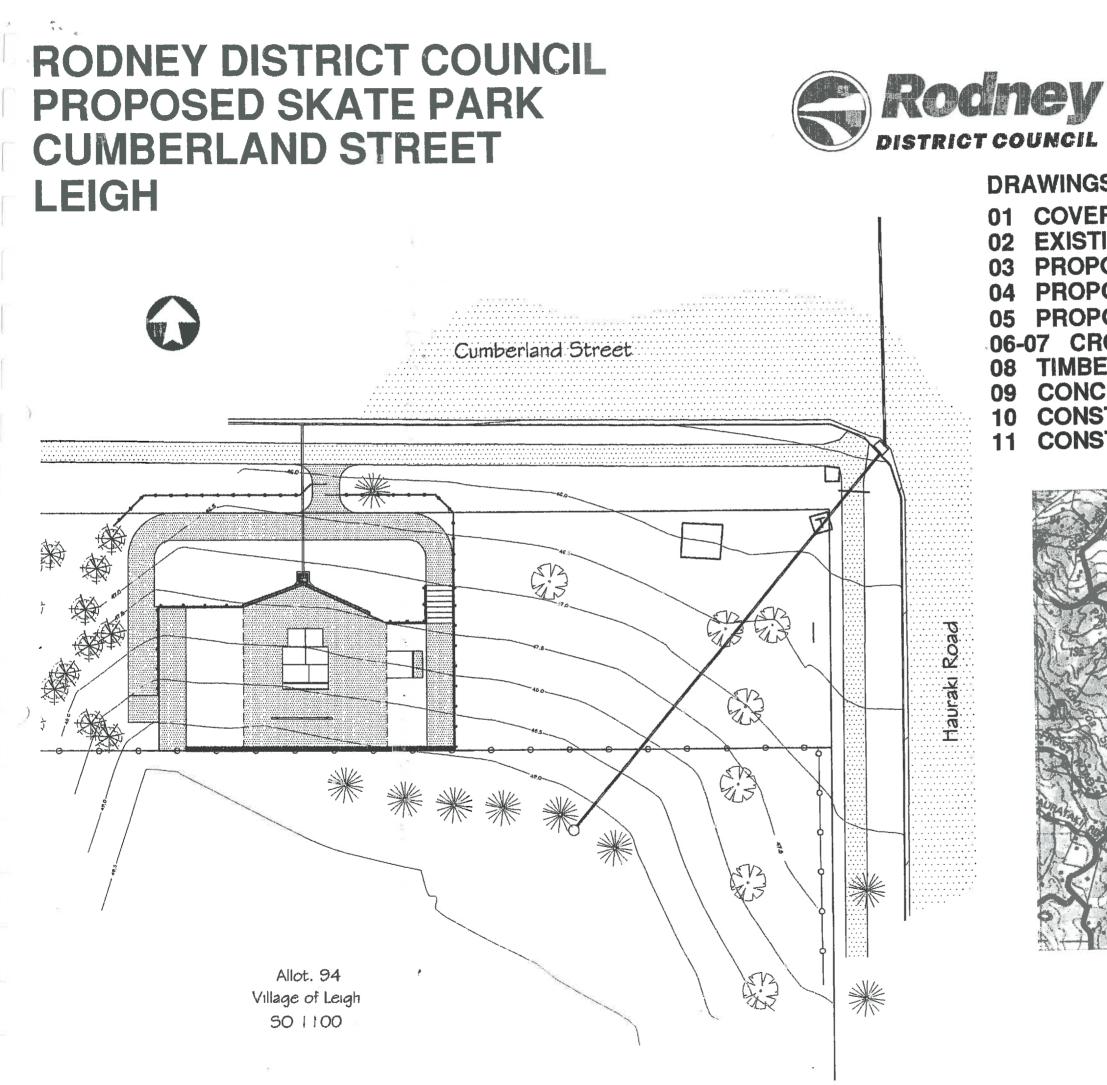
- 5.1 The Board shall administer the Lease on the Lessor's behalf and as agent of the Lessor, and the Lessee acknowledges it will deal with the Board as the Lessor's agent, but subject to the Board seeking the prior written consent of the Lessor to any proposed variation to this Lease. The Lessor may give, withhold or make the Lessor's consent subject to such terms and conditions as the Lessor shall, in the Lessor's absolute and unfettered discretion, decide upon.
- 5.2 The Lessor may at any time serve written notice on the Board (with a copy of the notice to the Lessee) that the agency created under this lease shall be at an end and thereafter the Lessee shall deal direct with the Lessor.
- 5.3 For the avoidance of doubt the powers of administration of the lease by the Board under clause 5.1 do not extend to exercising the specific powers of the Lessor as set out under this lease.
- 5.4 The Lessee and the Board may enter into an arrangement for the use of the Facility during and after school hours consistent with the permitted use as provided under Item 6 of Schedule A.



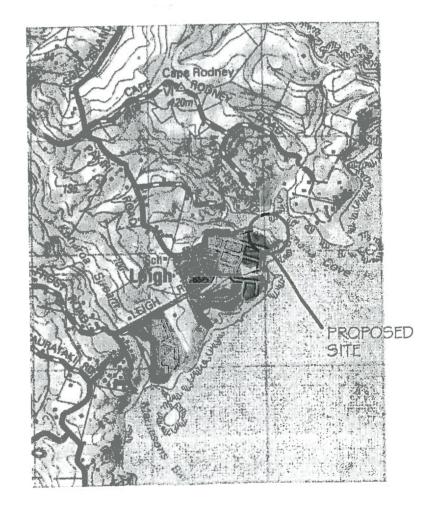


SCHEDULE C [Attach plans and specifications of the proposed Facility]

2



DRAWINGS 01 COVER 02 EXISTING SITE PLAN 03 PROPOSED SITE PLAN 04 PROPOSED RAMP PLAN 08 09 CONSTRUCTION DETAILS 10 CONSTRUCTION DETAILS 11

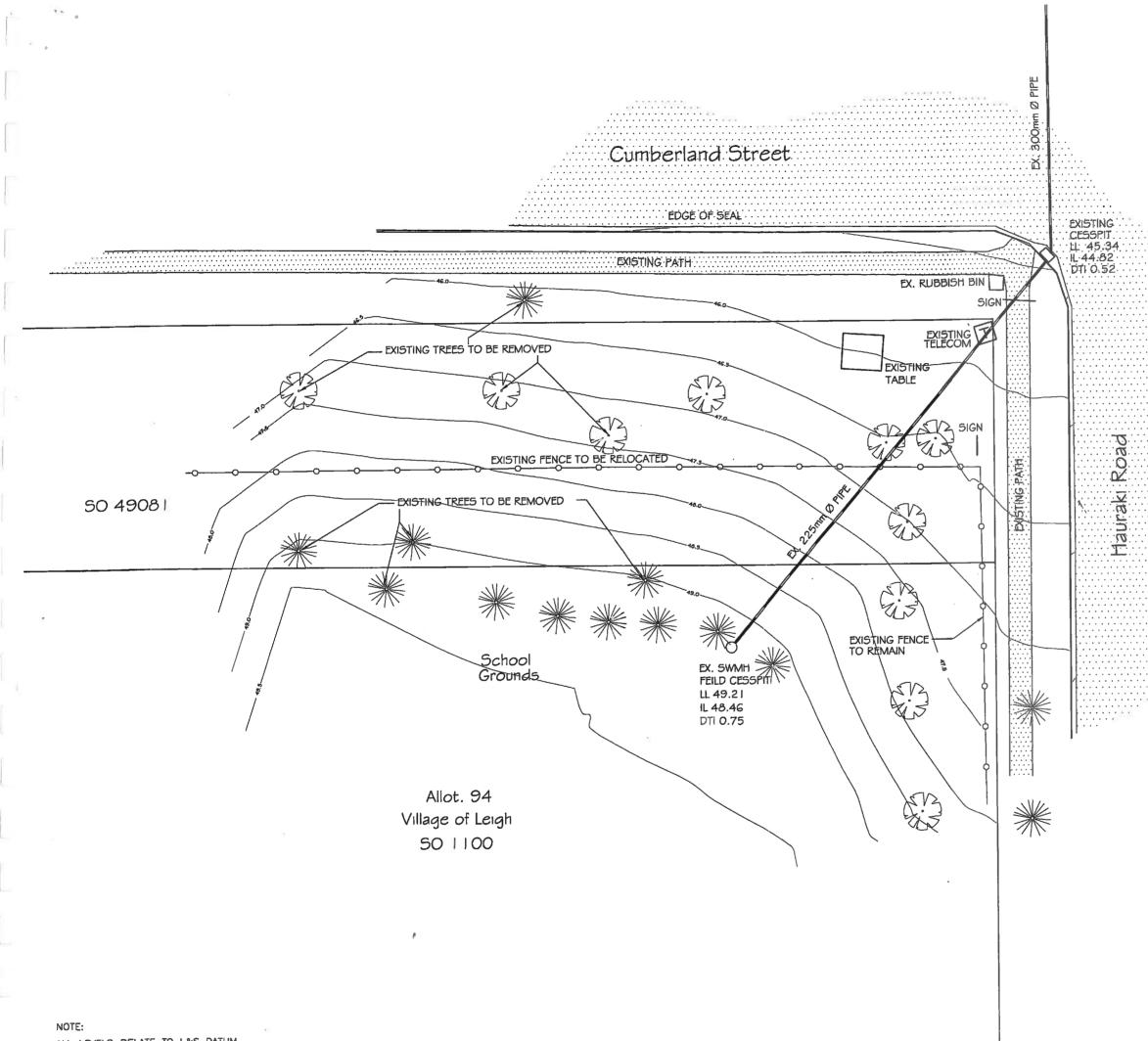




# 05 PROPOSED RETAINING WALL PLAN 06-07 CROSS SECTIONS A-A' TO D-D' TIMBER POLE RETAINING WALL DETAILS CONCRETE RETAINING WALL DETAIL

# LOCALITY PLAN

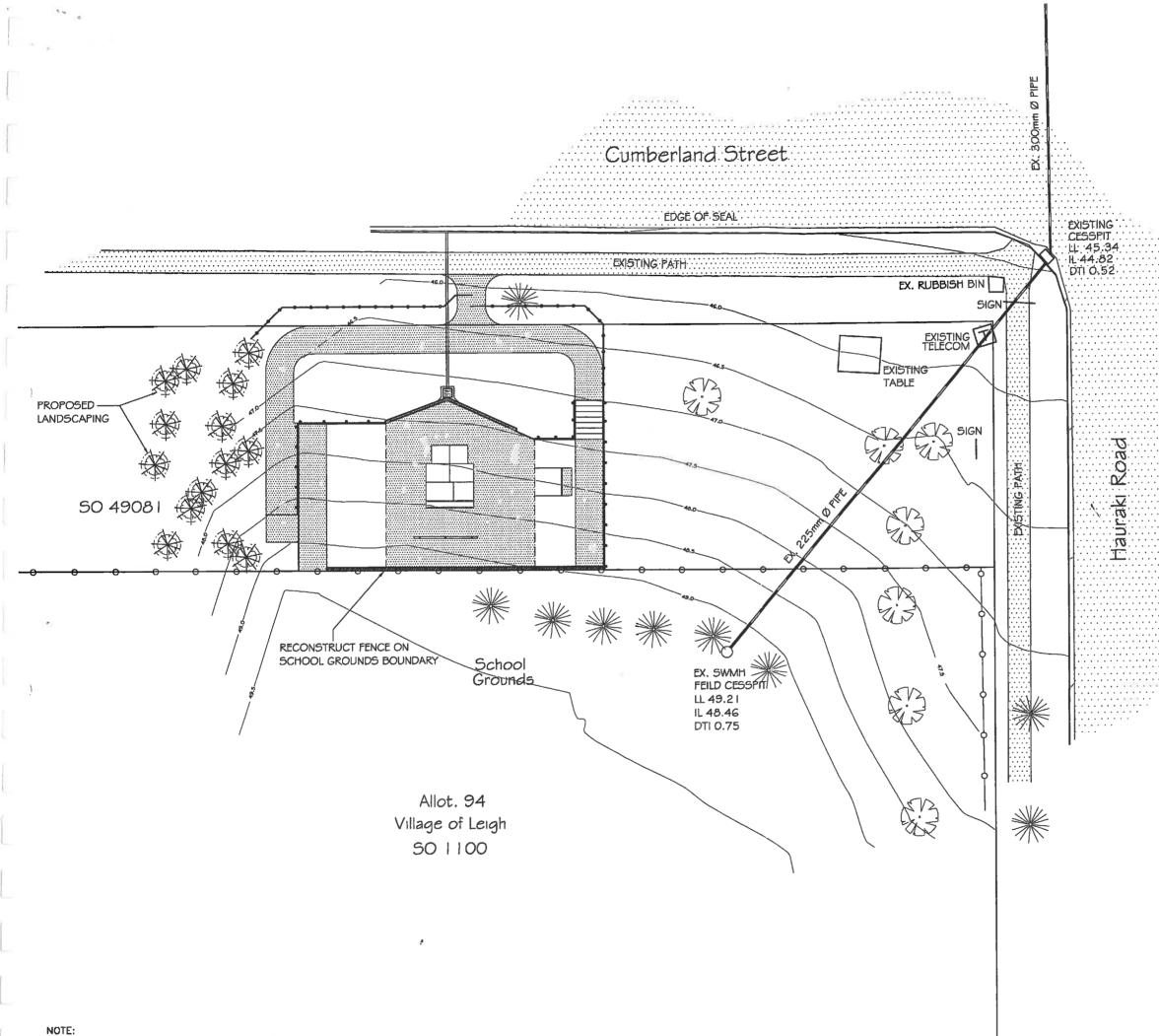
# A3 - 8782 /01



ALL LEVELS RELATE TO L&S DATUM. ALL AREAS SUBJECT TO FINAL SURVEY.

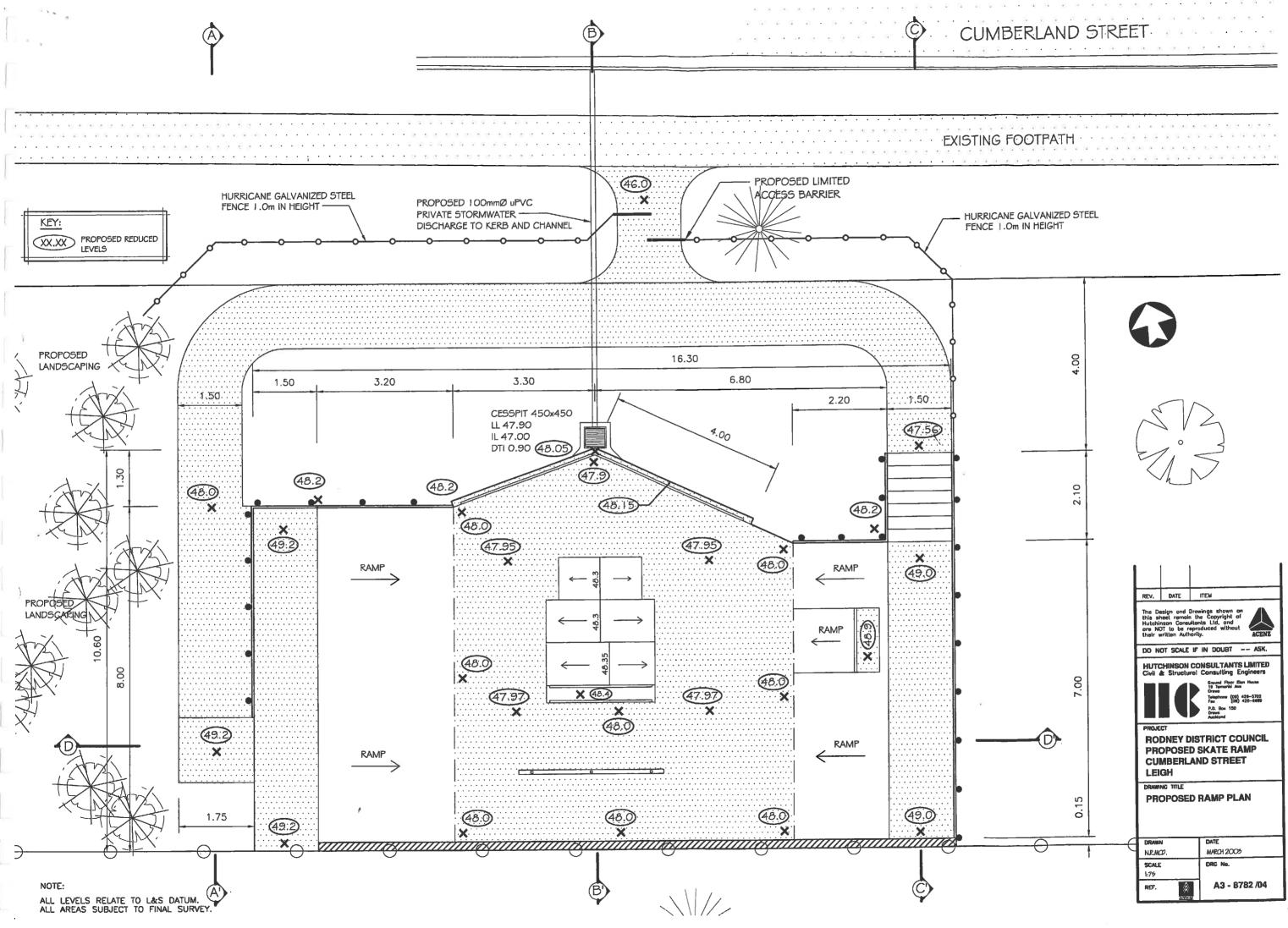


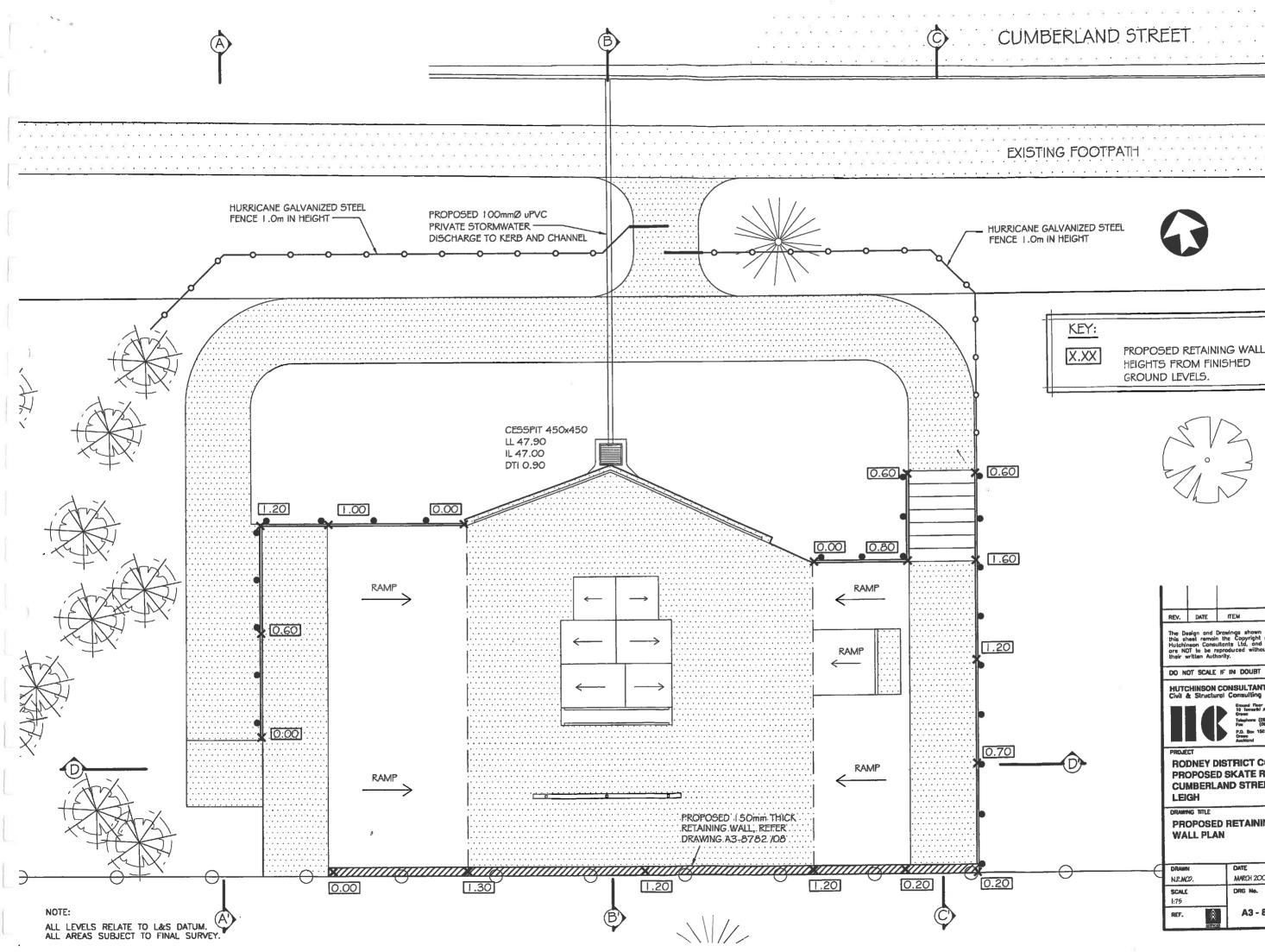
REV.	DATE	ITEM
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HUTCHINSON CONSULTANTS LIMITED Civil & Structural Consulting Engineers		
		Onsured Floor Flow Houses 19 Tomorid Aves Onrow Totage Fox (09) 428-5702 Fox (09) 428-9869 P.D. Box 150 Drawe Arebieted
PROJECT RODNEY DISTRICT COUNCIL PROPOSED SKATE RAMP CUMBERLAND STREET LEIGH		
DRAWING TITLE		
SITE PLAN		
DRAW	1	DATE
NRMC		DECEMBER 2002
SCALE 1:200	,	DRG No.
REF.		A3 - 8782 /02





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HUTO Civil d	HUTCHINSON CONSULTANTS LIMITED Civil & Structural Consulting Engineers		
		Cround Floor Elan House 18 Tomprill Ave Orea Telephene (00) 428-5702 Fee: (00) 428-8989 P.0. See 150 Orea AucMand	
PROJECT RODNEY DISTRICT COUNCIL PROPOSED SKATE RAMP CUMBERLAND STREET LEIGH			
	NG TITLE		
PROPOSED SITE PLAN			
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N.R.MC	<i>.</i>	DECEMBER 2002	
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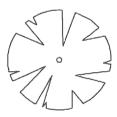


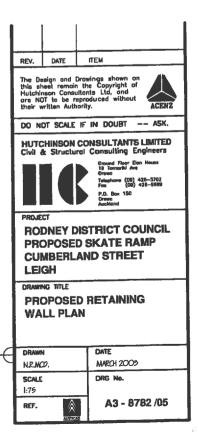


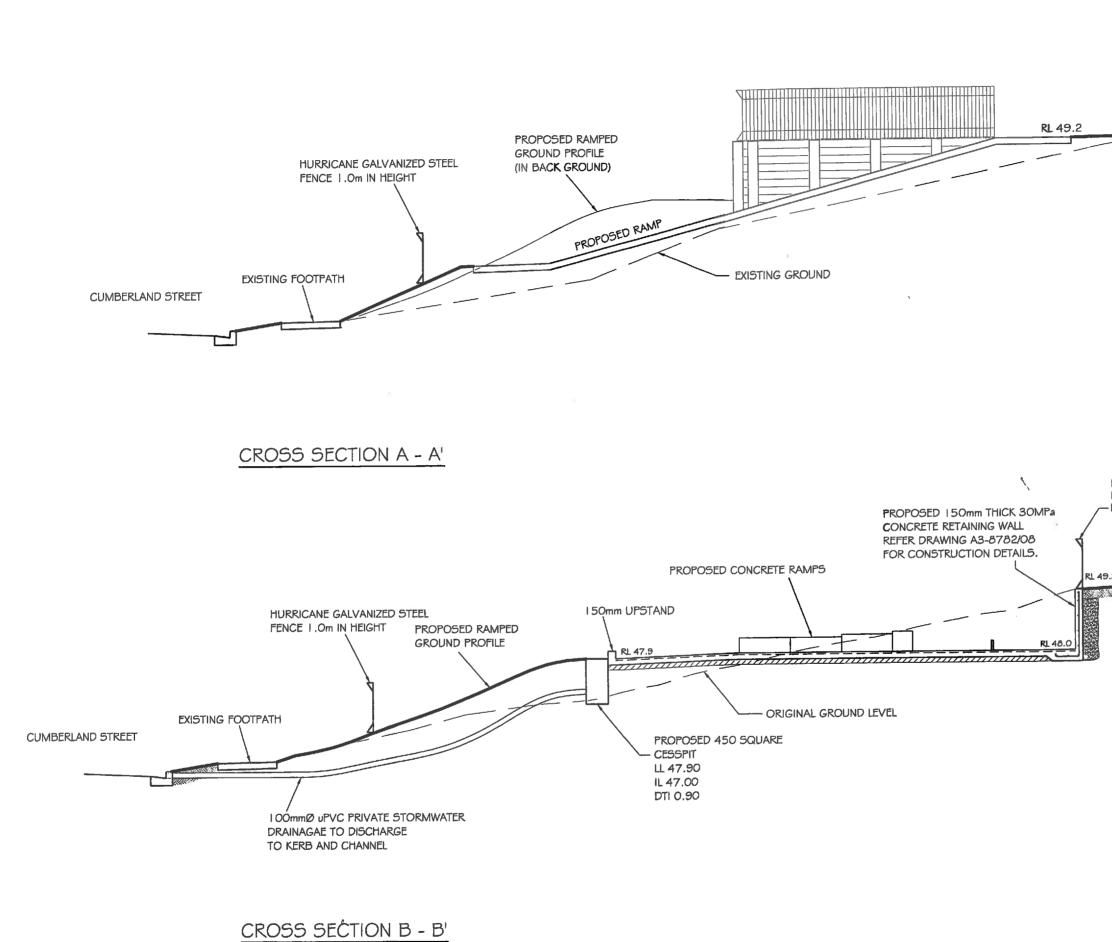
# CUMBERLAND STREET



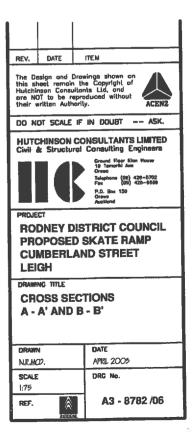
PROPOSED RETAINING WALL HEIGHTS FROM FINISHED GROUND LEVELS.

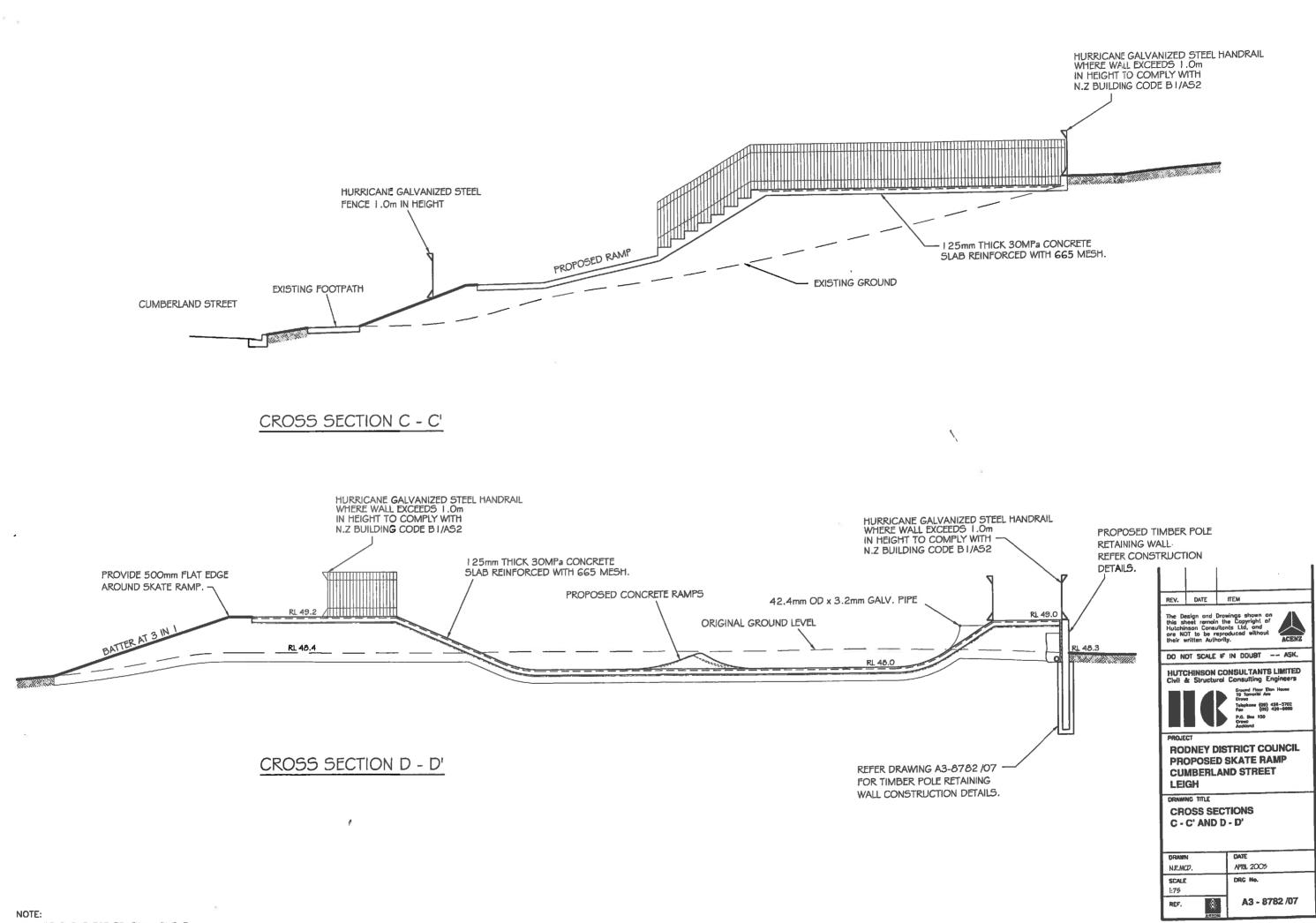


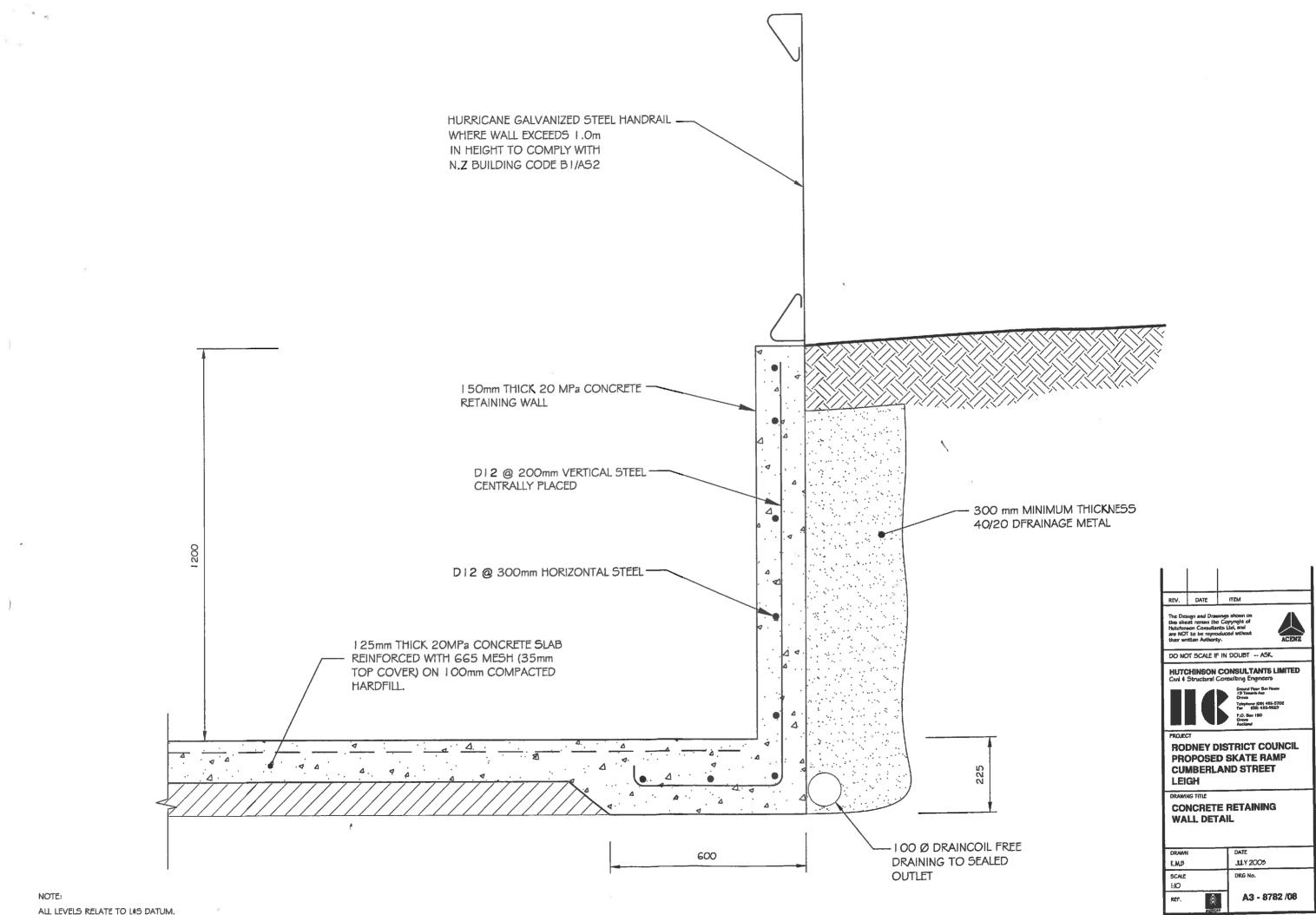




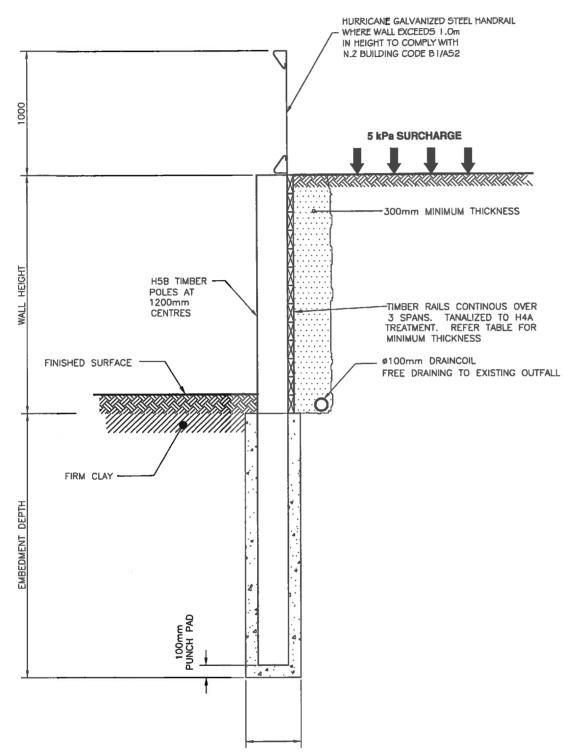
HANDRAIL WHERE WALL EXCEEDS | .Om IN HEIGHT TO COMPLY WITH -N.Z BUILDING CODE BI/AS2







ALL LEVELS RELATE TO LES DATUM. ALL AREAS SUBJECT TO FINAL SURVEY.



# **RETAINING WALL**

[					
ļ	WALL HEIGHT (mm)	EMBEDMENT DEPTH (mm)	POLE DIAMÉTER (mm)	ENCASEMENT DIAMETER (mm)	RAIL THICKNESS (mm)
	500	900	150	350	40
	600	1000	150	350	40
	700	1100	150	350	40
	800	1200	150	350	40
	900	1300	150	350	40
	1000	1400	150	350	40
	1100	1500	150	350	40
	1200	1600	150	350	40
	1300	1700	150	350	40
-	1400	1800	175	350	40
	1500	1900	175	350	40
	1600	2000	175	350	40
	1700	2000	280	400	45
	1800	2200	280	400	45
-	1900	2200	250	450	45
	2000	2300	250	450	45
	2100	2400	250	450	45
	2200	2500	250	450	50
	2300	2700	250	450	50
	2400	2800	250	450	50
	2500	2800	300	500	50
	2600	2900	300	500	50
	2700	2800	350	600	60
	2800	2900	350	600	60
	2900	3000	350	600	60
	3000	3200	350	600	65

# NOTES:

- level and free draining.

CONCRETE ENCASEMENT DIAMETER

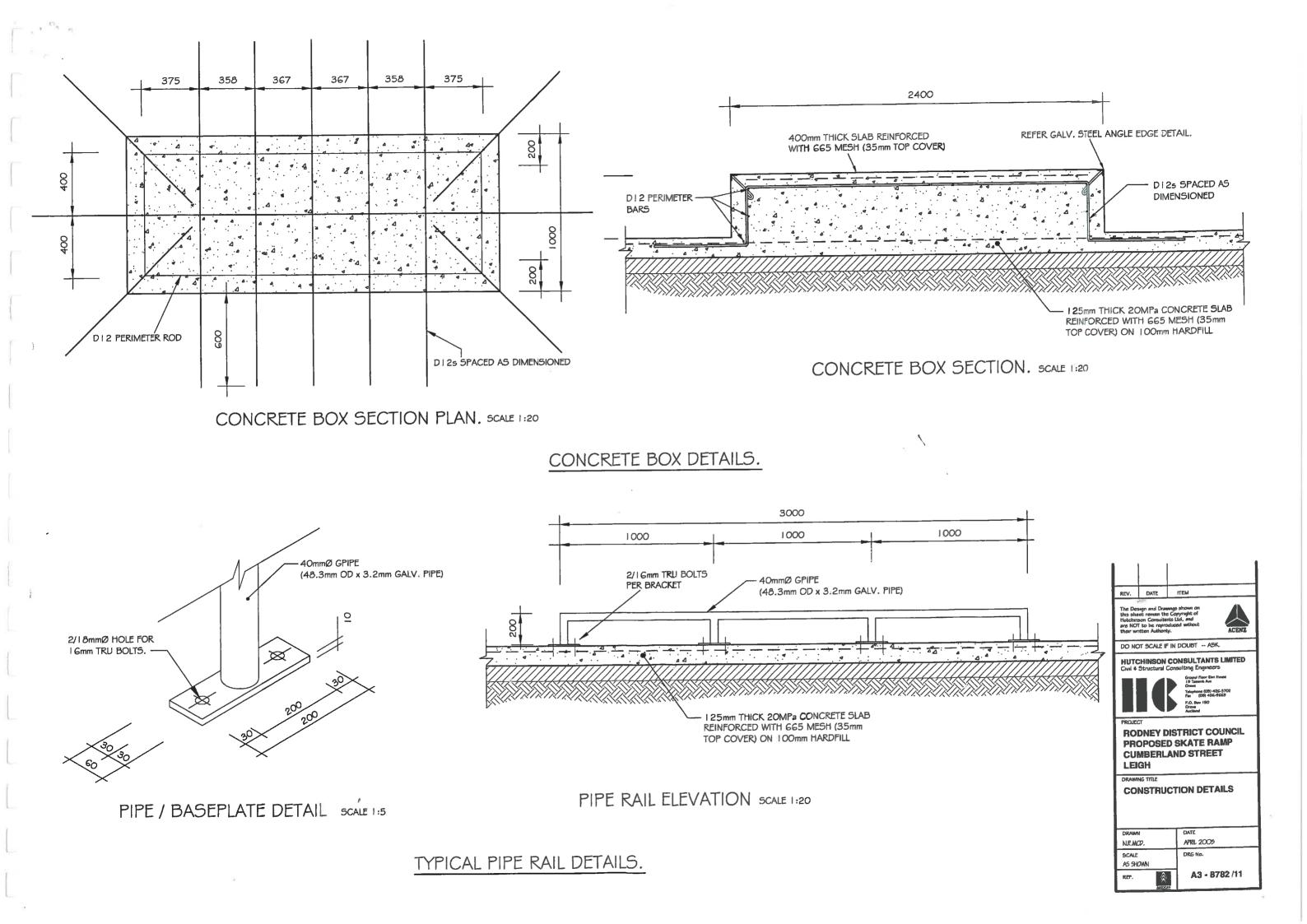
# TYPICAL RETAINING WALL DETAIL

1/ Concrete encasement diameter shall be as indicated on the table 2/ The finished ground level in front of the wall shall be

3/ All poles shall be spaced at a maximum of 1200mm centres.
4/ All poles shall be peoled Corsican Pine tanalised to a minimum timber preservation treatment of H6B or approved equivalent.
5/ Foundation encosement concrete shall have a minimum 28 day

5/ Foundation encasement concrete shall have a minimum 28 day compressive strength of 20 MPo.
6/ Timber roils shall be No 1 framing rough sown timber to the minimum thickness required in the adjoining table. The timber rails should be continous over 3 spans with staggered joints.
7/ This retaining wall has been designed to support vertical cuts in original firm clay soils only. Any variation to this design assumption should be refered to the Engineer.
8/ The timber pole retaining wall shall be constructed in accordance with the specification included with the specific design computations.
9/ All poles shall be concrete encased with a 1 in 10 vertical layback.
10/This timber retaining wall design is adequate for light domestic vehicle surcharges only ( eg. cars on driveways and/or parking areas).Surcharges the subject of further specific Engineering design.

REV.	DATE	ITEM	
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DO N	DT SCALE	IF IN DOUBT ASK.	
HUTCHINSON CONSULTANTS LIMITED Civil & Structural Consulting Engineers Ground Flax Ean House 19 Compril Ares Drave			
		Telephene (06) 428-5762 Fex (09) 428-59699 P.O. Box 150 Orean Aschlond	
PROJE	ст		
RODNEY DISTRICT COUNCIL PROPOSED SKATE RAMP CUMBERLAND STREET LEIGH			
DRAW	IG TITLE		
TIME	TIMBER POLE RETAINING WALL		
5 KPa SURCHARGE			
POLES AT 1200 mm CENTRES			
DRAW	1	DATE	
N.R.MC	<b>.</b>	APRIL 2003	
SCALE		DRG No.	
N.T.S.			
REF.		A3 - 8782 /09	





26 Hauraki Road, RD5 Warkworth 09 422 6031 Email office@leigh.school.nz

21st November 2023

To whom it may concern

The Leigh School Board of Trustees would like to take this opportunity to express our desire to retain the skate park facility in its current location, and fully support plans to upgrade and extend it. With Ministry of Education approval, we would extend the current lease of school land to ensure this facility stays onsite.

The Board of Trustees are currently looking to add a concrete 'Learn to Ride' pump track extension around the perimeter of the sports field. This is to supplement the existing pump track that is too advanced for smaller children, and to provide the school and local community a safe and accessible place to learn to ride. We have a design in place and are currently seeking funding to support this.

The benefits of retaining the skate park in its current location is that the school pumptrack, and proposed learn to ride extension would meet up with the upgraded skatepark, providing safe accessibility. It would keep all of the 'wheel play' in Leigh on one site and near each other. The location is clearly visible to the public, providing a level of monitored safety, and no roads need to be crossed to access one facility or the other. There are public toilets boarding the site, and there is an aesthetic element to consider. The skate park's current location is aesthetically pleasing.

We do not believe the current proposed location on reserve land is the best option for our community for the following reasons: The site is currently used as overflow parking for boats and trailers, and is very much needed. The overflow provides safe parking of vehicles and boat trailers off the roads and footpaths. To access the proposed new site children would have to cross a very busy section of road. There are large stormwater drains bordering this land, and the site is not easily visible to the public. We don't believe it will be as well utilised as the current skate park site is.

If you require any further information, feel free to contact me via email or phone 021 021 57787.

Kerrín Jamieson Principal Leigh School Board of Trustees

From:	Diloka Perera		
To:	Lucy Parks; Sione Bloomfield		
Cc:	Principal - Leigh School; Jo Scott; Book Sanderson; Maria Mugica; Claire Bodmin		
Subject:	RE: Council Lease of Skate Park - Leigh School		
Date:	Friday, 23 February 2024 9:58:16 am		
Attachments:	image001.png		
	image002.png		
	Third-Party-Occupancy-Application-for-Approval-in-Principle-Form-1-May-2021_CB (002).pdf		
	BOT Minutes 22.2.2024 - Google Docs.pdf		

Hi Lucy/ Sione,

Thanks for your email.

The school already provided the attached TPO application form a few months ago. (We've updated this form recently, but I am happy to accept the old form to progress this matter)

As per the attached Application Form, we could prepare a new lease for a 10 + 5 +5 years from 1 September 2024 to formalise this arrangement. However, I require the following details to progress this matter.

- 1. Email Address and postal address of the Auckland Council?
- 2. Site Plan outlining the occupancy area we need a clear plan of the school site outlining the precise occupancy area of proposed skate park.

There's a site plan example in Third-Party-Occupancy-Application-Form\_V6-v2.pdf (education.govt.nz) (last page of the form)

- 3. Plans/ specifications of any proposed works?
- 4. @Sione Bloomfield could you please complete the Section Two (pages 6 to 7) of Third-Party-Occupancy-Application-Form\_V6-v2.pdf (education.govt.nz), you also need to get your IM's approval to it.
- 5. @Lucy Parks Could you please confirm the proposed Term and the Rights of renewal? should we prepare the new lease for a 10 years term and 2 further terms of 5 years each (10+5+5) from 1 September 2024?



Many thanks,

Diloka Perera | Advisor - Ownership and Occupancy Te Puna Hanganga, Matihiko | Infrastructure & Digital DDI +6478587154

From: Lucy Parks 
Sent: Friday, February 23, 2024 8:54 AM
To: Sione Bloomfield 
Sione Bloomfield @education.govt.nz>
Cc: Principal - Leigh School 
principal@leigh.school.nz>; Jo Scott 
jo.scott@ekepanuku.co.nz>; Claire Bodmin
<claire.bodmin@aucklandcouncil.govt.nz>; Diloka Perera 
Diloka.Perera@education.govt.nz>; Book Sanderson 
brook@delnova.co.nz>; Maria
Mugica 
mariemugica@icloud.com>
Subject: Re: Council Lease of Skate Park - Leigh School

You don't often get email from <u>lucy.parks@icloud.com</u>. <u>Learn why this is important</u>

Hi Sione,

Form - should this be completed by Leigh or the council? Claire is this something that you do?

Site Plan - See attached. This facility is not being used by the school in any capacity.

Approval of occupancy - see attached board approval as of 22.02.24

Thanks Lucy

On 12/02/2024, at 3:21 PM, Sione Bloomfield <<u>Sione.Bloomfield@education.govt.nz</u>> wrote:

Hi Kerrin

Trust all is well with you as you officially start the new year.

You may remember late last year; we began communications with council for the occupancy renewal for the skate park.

Did you get manage to complete the following form? Along with Board Minutes approving the occupancy. <u>\*Third-Party-Occupancy-Application-Form\_V6-v2.pdf (education.govt.nz)</u>

Kindly ask from the school if you can provide a plan of school site outlining the precise occupancy area of the proposed skate park and can you please confirm if you are using this facility at all.

Look forward to hearing from you.

Kind regards

Sione Bloomfield | School Property Advisor Te Pou Hanganga, Matihiko | Infrastructure & Digital DDI +6496329559 | Mobile +64274714029

 From: Kerrin Jamieson <principal@leigh.school.nz>

 Sent: Wednesday, November 29, 2023 1:52 PM

 To: Sione Bloomfield <Sione.Bloomfield@education.govt.nz>

 Cc: Jo Scott <jo.scott@ekepanuku.co.nz>; Claire Bodmin <claire.bodmin@aucklandcouncil.govt.nz>; lucy.parks@icloud.com

 Subject: Re: Council Lease of Skate Park - Leigh School

Hi Sione,

Thanks for this information and including all involved in this communication.

Lucy and I have a BoT meeting on Thursday when we will minute the decision to extend and approve occupancy. I will also fill in as much of the application form to the best of my ability and forward to you once it is completed.

Claire and Jo, what more do you need from us? We look forward to seeing what is proposed.

On Wed, Nov 29, 2023 at 12:56 PM Sione Bloomfield <<u>Sione.Bloomfield@education.govt.nz</u>> wrote:

Hi Kerrin

The council would like to begin the right of renewal lease for the skate park at Leigh School.

I suggest that you and the BoT coordinate together with Jo and Claire from Council on an agreement and fill out the below application and send back to me please.

Third Party Occupancy - Application for Approval in Principle (education.govt.nz)

Can you also include the following when sending me the application form:

- BoT minutes or a resolution from the Presiding Member outlining approval for the occupancy
- Site plan outlining where on the school site the third party is occupying
- Plans and specification of upgrades and expansion.

Please note this is an arrangement between the parties, so school and council must discuss and come into an agreement about the term and rights of renewal.

A review of lease agreements and application process : Lease agreements and application process - Education in New Zealand

Let me know if you have any questions.

Kind regards

Sione Bloomfield | School Property Advisor Te Pou Hanganga, Matihiko | Infrastructure & Digital

DDI +6496329559 | Mobile +64274714029 Auckland Mt Eden Office education.govt.nz

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te Mâtauranga MINISTRY OF EDUCATION

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Ngā Mihi Kerrin Jamieson Principal Leigh School 021 021 57787

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