3356240087

tasman district council

River and Drainage Works Application

This application provides details of the proposed river and drainage works to be undertaken and gives an indication of the costs of such works. Please sign this application form and deliver it to Tasman District Council. If your application is approved a Tasman District Council Rivers and Coastal Engineer will provide you with a River and Drainage Works Agreement to be filled in, signed by you and returned to the Council. Once the Agreement has been signed by the Council and yourself, the works will be carried out in accordance with the Agreement. Once work is complete Council will issue a tax invoice for payment of your share of the works.

Full Applicant Name: Stuart McRae Gibson Valuation No: (Check Rate Notice) 19360-21402

Property Address: 135 Bensemann Rd Upper Moutere

Postal Address: (if different)

Contact Phone: 027 480 1148 Email: stu-build@gmail.com

Do you own the property? ○ Yes ○ No If not, do you have authorisation to act on behalf of the landowner? ○ Yes ○ No

Description of Proposed Works: Attached photos/plan? ○ Yes ◉ No

Rock bank protection downstream of culvert on left bank.

River name: Bensemann Rd Stream Location Coordinates (NZTM): X 1596384 Y 5429810

Cost Estimate excl. GST

ITEM	Quantity	Unit of Measure	Rate	Subtotal
Supply and place quarry rock	120	T	$ 70	= $ 8,400
				= $
Establish digger	1	Ea	300	= $ 300

Subsidy amount 50 % Landowner share $ 4,350 Total $ 8,700

I / We the undersigned, understand that the level of financial assistance will be assessed by Tasman District Council staff taking into account such factors as availability of funds, economic benefit to the general ratepayer, degree of seriousness (life and property risk), benefit to the greatest number of properties, and permanence of the proposed works in accordance with the Council's River Z Policy. The maximum grant by the Council is 50% of the cost of the works.

The Council will hold your contact details for the purpose of contacting you in connection with this application and any resulting agreement. You are entitled to access this information and, if applicable, ask for it to be corrected.

Signature: Stuart Gibson Date: 29/03/2018

28/3/18.

Tasman District Council
Email: [illegible]
Website: [illegible]
24 hour assistance

Richmond
189 Queen Street
Private Bag [illegible]
Richmond 7050
New Zealand
Phone 03 543 8400
Fax 03 543 9524

Murchison
92 Fairfax Street
Murchison 7007
New Zealand
Phone 03 523 1013
Fax 03 523 1012

Motueka
7 Poutama Place
PO Box 123
Motueka 7143
New Zealand
Phone 03 528 2022
Fax 03 528 9051

Takaka
14 Junction Street
PO Box 74
Takaka 7142
New Zealand
Phone 03 525 0020
Fax 03 525 9972

tasman district council

River and Drainage Works Agreement

This agreement is to be read in conjunction with the completed River and Drainage Works Application form. Once this agreement is signed by the applicant(s) and Tasman District Council, the Council agrees to undertake the works (which may just involve the supply of materials) in return for the applicant(s) paying the Landowner share of the cost of the works.

Description of Works: Rock bank protection on left stream bank below culvert under roadway.

Description of Property: 135 Pendemora Rd

Estimated cost of works (excl. GST): 8,700

Landowner share of the cost of works: 4,350

If the description of works states that works are to be undertaken by the Landowner then the Council's share of the cost of works completed by the Landowner is as follows, with payment to be made by the Council to the Landowner on the 20th day of the month following the date the Council receives a tax invoice from the Landowner:

Declaration and Consent Consent must be given to all of the following (please tick) and sign below.

- [x] I / We fully understand by signing this agreement that I / we are required to fund the Landowner share of the cost of the works as detailed above, and agree that if the actual cost of the works is above or below the estimated cost, the Landowner share will be adjusted accordingly. Work in excess of the original estimate is to be agreed by way of variation.
- [x] I / We agree that payment of the Landowner share shall be made by me/us to the Council in one lump sum on the 20th of the month following the date the Council issues an invoice for my/our share, unless other arrangements have been made with the Council for payment prior to works commencing. Any expense incurred by the Council in the course of recovering outstanding debts will be payable by me/us.
- [x] I/ We agree that if I / we fail to pay any amount payable under this agreement on the due date for payment then I am / we are liable to pay the Council interest at the default interest rate on the unpaid amount from the due date for payment to the date it is paid. The default interest rate is 5% above the 90 Day Bank Bill Rate published by the Reserve Bank of New Zealand on the due date for payment or, if the rate is not published on the due date, the next day on which the rate is published.
- [x] I / We the undersigned, permit Tasman District Council to carry out river/drainage works on my/our Property as described above. I / We agree to make known to the Council and any person involved in carrying out the work any health & safety hazards on my/our Property.
- [x] I / We fully understand that by signing this agreement that I / we grant the Council, its employees and its contractors access to and over the Property with all necessary tools, vehicles, and equipment, for the purpose of carrying out and supervising the works. If I/we lease the Property to a tenant I/we confirm that we have obtained the tenant's consent to entry onto the Property pursuant to this clause.
- [x] I/We acknowledge that the date for commencement of the works is entirely at the discretion of the Council.
- [x] I/We acknowledge that this agreement does not limit or restrict any of the rights, powers, and immunities from liability which the Council now or in the future is entitled to under any statute.
- [x] I/We acknowledge that nothing in this agreement shall release me/us from liability to pay any rate set by the Council now or in the future to fund the construction, maintenance or repair of river/drainage works.
- [x] I/we agree to prevent my/our stock damage to any riparian planting work on the Property.

Signature: Stuart Gibson

Date: 29/03/2018 28/3/18

Tasman District Council
Email
Website
24 hour assistance

Richmond
189 Queen Street
Private Bag
Richmond 7050
New Zealand
Phone
Fax

Murchison
92 Fairfax Street
Murchison 7007
New Zealand
Phone
Fax

Motueka
7 Hickmott Place
PO Box 123
Motueka 7143
New Zealand
Phone
Fax

Takaka
14 Junction Street
PO Box 74
Takaka 7142
New Zealand
Phone
Fax

tasman district council

OFFICE USE ONLY
Approved by Tasman District Council Rivers & Coastal Engineer

GL Code: 33542401 0587

Signature: _____ Date: 29-3-16

Tasman District Council
Email info@tasman.govt.nz
Website www.tasman.govt.nz
24 hour assistance

Richmond
189 Queen Street
Private Bag 4
Richmond 7050
New Zealand
Phone 03 543 8400
Fax 03 543 9524

Murchison
92 Fairfax Street
Murchison 7007
New Zealand
Phone 03 523 1013
Fax 03 523 1012

Motueka
7 Hickmott Place
PO Box 123
Motueka 7143
New Zealand
Phone 03 528 1022
Fax 03 528 9751

Takaka
14 Junction Street
PO Box 74
Takaka 7142
New Zealand
Phone 03 525 0020
Fax 03 525 0972