



RUAPEHU DISTRICT COUNCIL

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For Council Use

No-Spray Agreement (Kerb/Footpath) Urban

Between _____
(resident/ratepayers name)
and Ruapehu District Council

Upon execution of this Agreement Council shall:

- a) Paint onto the Kerb and/or footpath limit markings to indicate the No Spray Area identified below to be kept spray free.
- b) Not carry out any spraying operations within the area of the frontage between the markings, provided that the obligations of the applicant as set below are fulfilled; and
- c) Immediately repaint any markings which the applicant advises are missing (the cost of remarking shall be charged for by the Council at the same rate as the current No Spray registration fee unless the applicant can demonstrate the loss or damage was beyond the applicant's control).

Obligations of the Application:

- 1 Keep footpath kerb and channel clear of vegetation (and moss) including vegetation around signposts and power poles etc within the spray free area maintained to a standard at least equivalent to the adjacent areas maintained by Council.
- 2 Control all plant pests identified by the District Council or by the Regional Council.
- 3 Ensure that the No Spray markings are visible and clearly identifiable.
- 4 Immediately notify Council if the marking becomes illegible or is missing or damaged.
- 5 Undertake all roadside activities as required by this agreement in a safe and careful manner and indemnify the Council against any actions arising as a result of undertaking this work.

If, in the opinion of Council, the Applicant fails to maintain the obligations set out in this agreement, Council may, after giving the Applicant 14 days' notice of its intention to do so, resume spraying operations in the no-spray area unless the applicant carries out his obligations within the 14 day notice period.

In the event that Council has given the Applicant two previous notices as set out above, this agreement shall, upon the giving of a third notice, become null and void and of no effect.

While every effort will be made to ensure the area is not sprayed, unfortunately no Ruapehu District Council liability for breaching this agreement can be inferred by the applicant.

I hereby acknowledge that I have read this agreement and agree to the terms and conditions set out herein. This agreement shall not be valid until the fee has been paid and receipted.

Name _____

Postal Address _____

Daytime Phone _____ Assessment Number _____

Length of Frontage _____

Signature _____ Date _____

Address of Frontage _____

Office Use Only

Receipt No _____ Date _____ RFS # _____

Refer Fees and Charges for cost per area (including GST) GL: 337536/1100