



Ruapehu District Council

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No Spray Agreement

Applicant Details

Applicant Name

Postal Address

Daytime Phone

Mobile

Email

Property Details

Is there a kerb or footpath outside the property? Yes No Assessment No(s)

The "no spray" agreement fee provides for one set of pegs or markings along the continuous property frontage on one side of the road. If additional pegs/markings are required, an additional fee will apply.

Address of frontage and any distinguishing features, including RAPID numbers, landmarks and distances, to help identify "no spray" area.

Agreement

Upon execution of this Agreement, Council shall

- 1 (a) Paint limit markings where there is a kerb or footpath, to indicate the "No Spray" area; or
(b) Supply and erect two "No Spray" pegs to define the length of the frontage to be kept spray-free, where there is no kerb/footpath.
- 2 Not carry out any spraying operations within the area of the frontage between the markings or pegs, provided that the obligations of the applicant, as set out below, are fulfilled.
- 3 Immediately repaint any markings or replace marker pegs which the applicant advises require repainting/are missing. The cost shall be charged for by Council at the same rate as the current "No Spray" registration fee.
- 4 Not charge for replacement pegs or paint if the applicant can demonstrate the loss/damage was other than general wear and tear and/or beyond their control.

In joining the No Spray Register, the applicant agrees to take over the responsibility for:

- 1 Keeping the road frontage clear, tidy and maintained to a standard at least equivalent to the adjacent areas maintained by Council.
- 2 Where there is kerb and channel and/ or footpath, keep them clear of vegetation and moss.
- 3 Keeping vegetation cleared from around signs, posts, power poles and other street constructions where the mower cannot reasonably reach. A radius of one metre is appropriate in most cases.

- 4 Keeping drainage paths free of obstruction and fully operational at all times.
- 5 Controlling all plant pests identified by Council or Regional Council.
- 6 Ensuring that the 'no-spray' markers and paint markings remain clearly visible to the spraying contractor.
- 7 Immediately notifying Council if the marking becomes illegible or pegs are missing or damaged.
- 8 Undertaking all roadside activities as required by this agreement in a safe and careful manner and indemnifying Council against any actions arising as a result of undertaking this work.

Note: 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.

(Continued overleaf ...)

Signatures

I/We hereby acknowledge that I/we 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 received.

Applicant

Authorised
Council Officer

Date

Date

For Council Use

Date Received

Fee Payable

Received by

GL Code

RFS No

Date Paid

Applicant Advised