



10 May 2024

File Ref: 5-IM-2

Mr [REDACTED]

Via email [REDACTED]

Dear [REDACTED]

Local Government Official Information Request

Thank you for your request for information from Council. All requests to the Council for information are required to be considered in accordance with the Local Government Official Information and Meetings Act 1987 (LGOIMA). More information about how the Council handles LGOIMA requests can be found in the Council's LGOIMA Request Policy, which is available on the Council's website.

Your request for information was received on 10 April 2024 and related to Scotts Ferry Motor Camp Lease. Our response is below:

1. Can I please get a copy of the Scotts Ferry Motor Camp Lease?

Response:

Please find attached a copy of the Scotts Ferry Service Agreement for your reference. The agreement for the Scotts Ferry Campground is presently being reviewed as part of the Section 17A Review of Camping Grounds. Personal information has been redacted under LGOIMA, Section 7(2)(a) – to protect the privacy of natural persons.

For context – a Section 17A of the Local Government Act 2002 requires Council to consider whether the existing means for delivering a service remains the most efficient, effective, and appropriate means of delivering that service. Benefits of undertaking a review are that Council may identify cost savings, and ways to improve the service, including considering other options.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that it is our policy to proactively release our responses to official information requests, where appropriate. Our response to your request will be published shortly at <https://www.rangitikei.govt.nz/council/about/contact-us/official-information> with your personal information removed.

If you wish to discuss this decision with us, please feel free to contact Lisa Daniels 0800 422 522.

Yours sincerely

Carol Gordon

Group Manager Democracy & Planning

Making this place home.

Service Contract Agreement

Scotts Ferry Camp Ground Custodian

THIS AGREEMENT is made on:

BETWEEN

AND Rangitikei District Council, Private Bag, 1102, Marton ("the Principal")

IT IS AGREED as follows:

1 Retention of fees

- 1.1 The Custodian shall retain all revenue from all campground activities, but shall pay to the Council one hundred (100) percent of the proceeds from the showers, and ten (10) percent of the proceeds from all other campground fees.
- 1.2 The Council and Custodian shall, at the end of the first year of this agreement, review the revenue management arrangements set out and, where agreed, modify those arrangements accordingly.
- 1.3 The Custodian may determine the level of campground fees, provided that the maximum charges are not subject to more than a maximum increase of more than 10 percent during each financial year unless written approval is obtained from Council.

2 Agreement date

- 2.1 This agreement shall commence on 01 July 2020 and subject to clause 12, shall terminate on 30 June 2022.

3 The work encompasses:

- 3.1 The custodial duties related to the Scotts Ferry Campground, 7 days per week, 52 weeks per year, including being responsible for arranging his/her replacement during absence).
- 3.2 All fire, hygiene, and other regulations in association with the camping ground.
- 3.3 The implementation of policies, rules, regulations, etc as issued by the Rangitikei District Council.

4 Duties include:

- 4.1 Camp administration: all bookings tentative or otherwise are to be listed in an appropriate register and must include name and address including contact phone number or email), length of stay, receipt number and date of fees and or deposits received, confirmation/cancellation date and site allocation.

These details may be written initially in pencil, but must be on permanent record on receipt of monies.

- 4.2 Cancellation/refunds: all cancellations should have the name of the person cancelling, date received (by mail, phone, etc) and if a refund of monies is required, a signature of receipt. These details must be recorded in the "Booking" register.
- 4.3 Receipt of monies: All monies received for camp fees must be recorded by a receipt and all monies kept secure at all times.
- 4.4 All monies must be banked as per instruction of the Property & Community Housing Team Leader
- 4.5 Site allocation: A whiteboard which facilitates easy removal of marker, and shows permanently the camp sites, should be used to show current occupation details. On allocation of a site number and where required, the Custodian must accompany the Camper to the site, show tenants appropriate area, ensure camp rules are understood and brief them on the use of all facilities.
- 4.6 All records to be available on request for auditing by Council's auditors, Audit NZ.

5 Cleaning of facilities:

- Basins, toilet bowls, urinals and showers, including stainless/chrome fittings, to be scrubbed clean and disinfected inside and out at least once daily
- Toilet seats to be cleaned and disinfected on both sides at least once daily
- Cisterns dusted, washed and disinfected daily
- Downpipes dusted, washed, and disinfected daily
- Toilet rolls to be replenished daily to ensure that sufficient supplies are on hand to cater for a full days use
- All graffiti to be removed as soon as possible by proper application of suitable chemicals using protective clothing that will need to be supplied by the Custodian. Graffiti that cannot be removed with chemicals is to be painted over using colour-matched paint.
- Internal walls, ceilings and doors washed down or cleaned as required on a daily basis to ensure all dirt, stains, cobwebs and refuse of any sort is removed as soon as visible
- Any glass or mirrors cleaned and polished at least once daily
- Floors to be hosed, with excess water swept out, at least once daily
- Exterior walls to be washed down at least six monthly
- Rubbish bins to be emptied and disinfected at least once daily
- Servicing may be required twice daily for toilets and rubbish bins at peak times
- All cleaning consumables will be supplied by the Rangitikei District Council, upon advice from the Custodian to the Property & Community Housing Team Leader that more stock is required

6 Maintenance

- 6.1 The Custodian shall keep and maintain all buildings, erections, fences, drains and ditches in good repair and condition.
- 6.2 The Custodian shall be responsible for meeting the cost of any particular item of work including damage, or removal of graffiti where this cost is under the value of \$50.00.

- 6.3 All faults, breakages and general maintenance issues are to be reported to the appropriate Council personnel as soon as possible within working hours. The Custodian is responsible for preparing/maintaining a suitable maintenance schedule, covering all taps, water pumps, window latches, door hinges, lamps, etc. The schedule should show the date checked, next due, comments, requests for maintenance, filter changes, etc. All entries are to contain the signature of the person completing the task defined.
- 6.4 The Custodian is responsible for drawing to the attention of the Property & Community Housing Team Leader any maintenance that may be required.
- 6.5 The Custodian shall not erect, add to or alter any building or erection on the premises without first submitting plans and specifications to the Property & Community Housing Team Leader and obtaining their written approval and consent.
- 6.6 The Custodian is responsible for mowing of the grounds and upkeep of gardens. The Custodian shall not plant or allow gorse, thistles or other noxious plants to grow on the premises.

7 Records and Reporting

- 7.1 Records shall be kept showing the following:
- The name, permanent address, and either a phone number or email address of the person occupying any camp site, or the person responsible for the group where there is more than one person
 - The number of the camp site occupied by that person
 - The date upon which occupation commenced
 - The number of persons occupying each camp site
 - The date upon which occupation terminated
 - Whether the persons occupying the camp site are local, domestic or international visitors
- 7.2 The Custodian shall submit a monthly report to the Property & Community Housing Team Leader by the 10th day of the following month.
- 7.3 The report shall include:
- Details on the condition and performance of the building and fittings
 - A summary of all complaints and enquiries received and/or actioned by the Custodian
Details of any health and safety issues, including a copy of the Custodian's record for the month
 - Details of any special maintenance requirements identified by the Custodian
Statistics of bookings for the month including visitor identity, e.g. local (Rangitikei district)/domestic/international visitor; visitors per night

8. Health and Safety

- 8.1 The Custodian shall provide to the Contract Manager a health and safety management plan operated by the Custodian that is relevant to the services.
- 8.2 On site where there is multiple provision of services and works, the Custodian shall

establish a clear hierarchy of responsibilities related to health and safety management between all parties.

- 8.3 The Council representative does not assume any obligation of the Custodian under the Health & Safety at Work Act 2015, unless that obligation is part of the service.

9. Identified Hazards at Site

Appendix A is a list of hazards/risks known by the Principal that could or will be encountered by the Custodian on site. This list is not warranted as being complete and there may be other hazards/risks that the Principal is unaware of at this stage, including hazards/risks specific as to how the Custodian will complete the work;

The Custodian shall include these hazards/risks and any other hazards and/or risks identified as part of the hazard and risk assessment completed for the Site into the Health and Safety Plan.

10. Insurances

- 10.1 Prior to commencement of any contract, the Custodian should submit copies.

11 Performance Evaluation

- 11.1 This will include remedial response to unsatisfactory work and response to complaints.

- 11.2 All works in this agreement are to be maintained to the standards of the agreement.

- 11.3 The site will be assessed at least monthly by the Property & Community Housing Team Leader or other Council nominated team member.

- 11.4 The performance evaluation criteria will be:

'A'= Very satisfactory (a higher standard than stipulated in the Service Contract agreement requirements)

'B'= Satisfactory (meets the Service Contract agreement requirements)

'C'= Unsatisfactory (does not meet the Service Contract agreement requirements)

- 11.5 In the event of work standards falling below the standard set in this agreement, or a complaint being lodged with the Council, a written notice will be served on the Custodian, initially via email. Should the matter be urgent, the message will first be telephoned through.

- 11.6 The notice shall record the unsatisfactory aspects of the Custodian's performance, matters to be remedied, and the timeframe for the action to be completed.

12 Termination of Agreement

- 12.1 This agreement shall terminate by three months' notice by either party providing the other with three months' notice or breach of provisions. In the case of breach, the agreement shall not terminate unless the Custodian has been given at least 14 days' notice of the alleged breach and failed to remedy the breach at any time during the fourteen (14) days following the expiry of the notice.

13 Arbitration

- 13.1 All disputes which may arise between the parties concerning the agreement and any other matter incidental to it shall be referred to and decided by arbitration. Arbitration will be conducted in accordance with the provisions of the Arbitration Act 1908. There will be a single arbitrator if the parties to the dispute or difference can agree. Otherwise, there will be two arbitrators, one to be appointed by each opposing side to the dispute. Their umpire shall be appointed by the arbitrators prior to them proceeding with the arbitration. Their presentations shall be deemed to be a submission to arbitration within the meaning of the Act.
- 13.2 Each party to the arbitration shall be responsible for its own arbitration costs, and unless determined otherwise by the arbitrator, share the arbitrator's costs equally where both parties share one arbitrator.

Dated at 8.03.21 this 8th day of March 2021

Signed by the Custodian



In the presence of

Sheryl Srhoj
Property & Community Housing Team Leader

SSrhoj

Appendix – List of Council-Owned Chattels

No	Item
2 1	Stainless steel sink benches
2	Toilet pans and cisterns
2	Showers
1 2	Basin Sinks - one in each toilet. We had to have Urinal removed and replaced with sink. Also had systems repaired.
1	Clothes line
1	Gas hot water system and 2 45 kg gas bottles
1	Water pump
7 15.	Caravan power points 7 Boxes 15 power points
1	Water system to caravan points
2	Ablution blocks
1	Laundry block (includes washing machine we bought.)

Caravan and Camping Sites - Health and Safety Checklist

Typical hazards associated with caravan and camping sites and example control measures.

Please note: the following provides examples, it is not intended as an exhaustive list of areas to consider or a list of all potential hazards and controls relevant to your site.

Static caravans

Topic Area	Example Hazards	Example control measures
Siting and desiting of static caravans	Fatality/serious injury Musculoskeletal disorders	Plan for siting / desiting of caravans Staff training and supervision Agreed procedure with contractors, including risk assessment Exclude members of public from work area (ideally move caravans when site is closed)

Site Layout

Topic Area	Example Hazards	Example control measures
Layout of: Holiday lets Owner occupied Touring Caravans Camping Pods Tents	Fire risk	Adequate separation between units. Including controls on the construction of decking between units' according to site licence conditions and fire risk assessment No combustible sheds or other structures within the separation distance No combustible storage beneath caravans or decking Vegetation kept cut back Fire hose reels and extinguishers provided in accordance with site licence conditions Maintenance regime for fire fighting equipment, including frost protection

Camping pods

Topic Area	Example Hazards	Example control measures
Use	Carbon monoxide (CO)	Notices within pods that no gas heaters, naked flames or BBQs allowed within pods Advice given to pod users at booking and on arrival, advice displayed on site and at retail point where BBQ's sold.

Tents / Caravans

Topic Area	Example Hazards	Example control measures
Use	Carbon monoxide (CO)	Advice displayed on site and at retail point where BBQ's sold of dangers of CO.

Site Services

Topic Area	Example Hazards	Example control measures
Electrical installation and equipment	Electric shock and burns	<p>Regular visual checks for damage to installations, including hook ups and equipment</p> <p>Electrical testing and inspection reports up-to-date, in compliance with site licence conditions</p> <p>Work undertaken by competent person conversant with statutory requirements eg NICEIC or ECA contractor.</p> <p>Isolation of abandoned pitches</p> <p>Regular Residual Current Device (RCD) checks</p>
Overhead electric cables	Electrocution	<p>Overhead lines insulated, anti climb devices fitted.</p> <p>Warning notices displayed</p> <p>Advice given to site users</p>
Gas	<p>Gas leak/explosion</p> <p>Carbon monoxide poisoning</p>	<p>Replace old or perished gas hoses</p> <p>Annual gas safety checks of site boilers, water heaters and equipment in holiday lets by Gas Safe Installer registered to work on LPG on caravan sites</p>

LPG

Topic Area	Example Hazards	Example control measures
LPG storage	Gas leak/ explosion/fire	<p>Compound for storage of new and used gas cylinders</p> <p>Suitably sited - away from buildings and drain gullies.</p> <p>Kept locked</p> <p>Free from overgrown vegetation</p> <p>Adequate size to meet site requirements (no stacking of cylinders)</p> <p>No cylinder storage outside the cage</p> <p>Warning signage displayed</p> <p>No smoking</p>

Roadways and footpaths

Topic Area	Example Hazards	Example control measures
Pedestrian safety	slips and trips collision with vehicles	Maintain access roads and footpaths in good repair Speed limits imposed Pedestrian routes clearly marked Provide handrails to steps Lighting of footways as necessary Clearly marked road system Separate pedestrians from vehicles where possible
Traffic routes	Vehicles - collision	Clearly marked traffic route, no obstructions Speed limit applied Adequate road width or one-way system in place
Winter conditions	Icy/snowy conditions	Treatment of road and footpaths as appropriate Signage

Amenity blocks

Topic Area	Example Hazards	Example control measures
Floors	Slips/trips	Slip resistant flooring Adequate cleaning procedures Signage for wet/slippery floors
Water temperature	Scalding from hot water	Thermostatic control valves at water outlets Warning signage
Legionella	Legionella risk	Boiler maintenance according to manufacturer's instructions Run all showers and other fittings weekly to avoid water stagnating Dismantle and clean shower heads at least quarterly Remove redundant pipework Keep water cisterns covered, insulated and free of debris
Laundry room	Electric shock/physical injury	Ensure safety of electrical equipment Interlocks fitted to washing machines, dryers and so on.

Guidance for launderettes is available from the

Leisure

Topic Area	Example Hazards	Example control measures
Play Areas	Slips, trips and falls	<p>Regular safety checks of equipment and surrounding area</p> <p>Suitable floor surface material, replaced or repaired as necessary</p> <p>Safe access route to the playground</p> <p>Exclusion of animals</p> <p>Safety signage displayed for example: supervision by parents, age restrictions / zones.</p> <p>For further information see</p>
Spa Pools / Hot Tubs	<p>Legionella</p> <p>Risk of other infections</p>	<p>Staff training in pool management</p> <p>Effective water treatment</p> <p>Water sampling programme</p> <p>Instructions to users</p>

Asbestos

Topic Area	Example Hazards	Example control measures
Asbestos containing material	Asbestos related disease	<p>Find out whether there are any materials containing asbestos on the site and, if so, where it is and what condition it is in. If in doubt, materials must be presumed to contain asbestos;</p> <p>assess the risk and</p> <p>make a plan to manage that risk and act on it.</p>

Grounds Maintenance

Topic Area	Example Hazards	Example control measures
Grounds Maintenance	Chemical poisoning	<p>Safe use of grass cutting and other equipment</p> <p>Trained staff</p> <p>Equipment maintenance</p>
	Physical injury	<p>Safe use of grass cutting and other equipment</p> <p>Trained staff</p> <p>Equipment maintenance</p>

Conflicting site uses

Topic Area	Example Hazards	Example control measures
Conflicting site uses	Collision/accident	Other activities kept separate from the caravan site

Other site features

Topic Area	Example Hazards	Example control measures
Steep slopes/ sudden changes in level	Slips trips and falls	Fencing as appropriate Warning signage Advice to site users
Watercourses	Drowning Flood risk	Fencing as appropriate Warning signage Advice to site users
Ticks	Lyme Disease	Information provided on site.