

## DRAFT WOODLOT PARTNERSHIP AGREEMENT

dated this \_\_\_\_\_ day of \_\_\_\_\_ 2000

BETWEEN

THE WELLINGTON REGIONAL COUNCIL (hereinafter referred to as the Council)

and

THE BOARD OF TRUSTEES OF SAINT BERNARDS COLLEGE (hereinafter referred to as the College)

### BACKGROUND

- A. The Council is the owner of the land contained in Certificate of Title Volume 31C Folio 915 and operates the land as the Battle Hill Farm Forest Park (hereinafter referred to as the Park).
- B. The College has expressed an interest, for the purpose of a horticultural education experience of its students, in developing a woodlot in partnership with the Council on part of the Park.
- C. The Council has agreed to enter into a partnership with the College for the purpose of developing an experiential education based woodlot. (hereinafter referred to as the Partnership)

THE COUNCIL AND THE COLLEGE NOW AGREE AS FOLLOWS:

#### 1. WOODLOT LOCATION

- 1.1 The woodlot shall be developed on that part of the Park shown edged red on the attached "Plan A" (hereinafter referred to as the woodlot site).

#### 2. FENCING

- 2.1 The woodlot site shall be fenced off from the balance of the Park with seven wire post and batten fence.
- 2.2 The cost to erect and subsequently maintain the fence shall be shared 50/50 between the Council and the College.
- 2.3 Fence materials shall be purchased by the Council through its representative Park Ranger.
- 2.4 The Council shall arrange to have the fence erected.

#### 3. PLANTING

- 3.1 The woodlot shall be predominantly (no less than 80%) planted with Radiata Pine seedlings. Other species may be planted for educational purposes. All other proposed species shall be referred to the Council for prior approval for planting and direction as to location of planting within the woodlot site.
- 3.2 The cost to purchase the tree seedlings shall be shared 50/50 between the Council and the College.
- 3.3 The Radiata Pine tree seedlings shall be purchased by the Council.
- 3.4 Other species shall be purchased by the College.

#### 4. FERTILISER AND PEST CONTROL

- 4.1 The cost of fertiliser and chemicals used within the woodlot site shall be shared 50/50 between the Council and the College.
- 4.2 The Council will determine the amount and type of fertiliser and chemicals to be used within the woodlot site in consultation with the College.
- 4.3 Application of chemicals shall be undertaken by the Council representative Park Ranger together with the College representative Horticulture Staff Member.
- 4.4 Application of fertiliser shall be undertaken by students of the College.
- 4.5 Manual weed removal to be undertaken by students of the College.
- 4.6 Requirements for animal pest control shall be determined by the council in consultation with the College.
- 4.7 The cost of animal pest control within the woodlot site shall be shared 50/50 between the college and the Council.

#### 5. PRUNING AND MANAGEMENT

- 5.1 Tree pruning and tree thinning is to be undertaken by students of the College under the supervision of the Council representative Park Ranger.
- 5.2 The College shall be responsible for the woodlot site being constantly maintained in a tidy state of presentation and shall take all actions necessary to ensure that the woodlot site always exhibits a high standard of silvaculture.
- 5.3 The College shall keep and maintain, with copies regularly provided to the Council at intervals of not less than six months, full details and records of the site preparation, planting, use of fertiliser and chemicals, weed extraction, pruning, tree growth, tree health and timber volume. Such records are to be maintained for the benefit of succeeding students.

#### 6. HARVESTING

- 6.1 The costs associated with harvesting the Radiata Pine trees and any other marketable species on maturity shall be shared 50/50 between the Council and the College.
- 6.2 Net proceeds from sale of the harvested trees shall be shared 50/50 between the Council and the College.
- 6.3 For the purpose of clarification, "maturity" shall mean the time at which the Council shall judge the Radiata Pine trees to be ready for harvest to provide optimum return on investment. This is estimated to be 28 years from planting or at or about the year 2029.
- 6.4 For the purpose of clarification, "net proceeds" shall mean the return from sale of the harvested trees less all costs associated with selling the trees, extracting the trees, clearing the woodlot site of all residual material and tree stumps, returning the woodlot site to its former condition, removal of the woodlot fence and making good any damage incurred to the balance of the Park.

#### 7. DURATION

- 7.1 The term of this partnership shall be for the life of one crop of Radiata Pine trees only. The partnership shall therefore commence on the execution of this partnership agreement and shall terminate on certification by the Council that all residual matters arising from this agreement and from the harvest of the Radiata Pine trees have been finalised to the satisfaction of the Council.
- 7.2 In the event that the Council should cease to exist as an entity or in the event that the Park is disposed of to another owner, this partnership shall cease to exist. In the event of sale of the Park, the Council shall make best endeavour to encourage the new owner to take an assignment of the partnership agreement and to act in the Council's stead. It is agreed between the Council and the College that the Council shall hold no liability in the event of disposal of the Park or if ceasing to exist as an entity and the College shall have no right to claim compensation from the Council or have cause for any action against the Council whatsoever.

7.3 In the event that the College should cease to exist as an entity, this partnership shall cease to exist. The College shall have no right to assign or transfer in any way its interest in this partnership agreement. It is agreed between the Council and the College that the College shall hold no liability in the event of it ceasing to exist as an entity and the Council shall have no right to claim compensation from the College or have cause for any action against the College whatsoever.

## 8. FORFEITURE

8.1 In the event that the College shall fail to meet its obligations under this agreement and on expiration of two months of written notice being provided by the Council advising the actions that the College must take and the College not undertaking those actions, this partnership agreement shall terminate.

8.2 In the event of termination, the Council shall assume full ownership of the woodlot and from that time forward the Council shall be responsible for all management and maintenance of the woodlot and shall retain all net proceeds from disposal.

## 9. SAFETY

9.1 At all times during the term of this partnership agreement, the Council shall remain responsible for the health and safety and conduct of its representative staff in all matters relating to the woodlot, its establishment, management and harvest.

9.2 At all times during the term of this partnership agreement, the College shall remain responsible for the health and safety and conduct of its representative staff and students in all matters relating to the woodlot, its establishment, management and harvest.

9.3 It shall be the responsibility of both the Council and the College to immediately advise the other of any identified hazards located within the woodlot or of any matter which might affect the health safety and well-being of any person entering the woodlot. Failure to comply with this obligation shall constitute a breach of this partnership agreement and will cause immediate forfeiture without two months written notice being required.

9.4 The College acknowledges that the Council has provided the College with a copy of the Battle Hill Farm Forest Park Hazard Map.

## 10. ACCESS

10.1 On provision of 5 working days notice, the Council grants the College, its staff and its students pedestrian access rights over the Park to access the woodlot.

10.2 The College may, on application to the Council representative Park Ranger 5 working days prior to proposed entry, access the woodlot by vehicle. The Council may impose conditions on that access and the College is obliged to conduct its access accordingly. Failure to comply with this obligation shall constitute a breach of this partnership agreement.

10.3 The College acknowledges that the Park is used as a farm and for recreational activities. These uses may, at Council's option, sometimes preclude access by the College to the woodlot.

## 11. INSURANCE

11.1 The Council holds insurance for all of its forestry assets. This woodlot will be included in the insurance cover for the Council forests.

11.2 The Council shall require its insurers each year to separately identify this woodlot and to have allocated a portion of the insurance policy premium cost. The Council shall produce a GST invoice for 50% of the advised insurance premium for the woodlot and shall submit it to the College for payment. The College shall pay the 50% insurance premium no later than one month from date of submission of the invoice from the Council.

- 11.3 The College may seek alternative insurance premium quotations, for the woodlot, for presentation to the council. The alternative premiums presented must be for insurance policies which provide the same level of cover or better than that proposed by the council.
- 11.4 If the insurance premium proposed by the College is less than that proposed by the Council, the Council may, at its election, either agree to insure the woodlot through the college insurer or retain the insurance with the council insurer, in which event the College need only contribute 50% of the premium proposed by the College insurer.

## 12. LIABILITY

- 12.1 The College acknowledges that the woodlot is located in the Park and that the Park is open to the public. Vandalism may therefore occur. The Council shall not be liable in any way for the actions of anyone other than the Council employees.
- 12.2 Any damage to the woodlot shall be the responsibility of the Council and the College on a 50/50 basis or, if appropriate, the insurers to remedy.
- 12.3 In the event of substantial damage to the woodlot, it shall be at the sole discretion of the Council to have the woodlot replanted or not, the Council shall be free to terminate this partnership agreement. In arriving at its decision the Council shall consult with the College and obtain the College view on the future of the woodlot. In the end event the Council decision shall be final and binding.

## 13. ARBITRATION

- 13.1 Any differences and disputes which may arise between the Council and the College concerning this partnership agreement or act or thing done or omission or the interpretation of this agreement shall first be referred to mediation for resolution. In the event that either one or neither the Council or the College accept the finding of the mediation, the matter shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and substitutions thereto.

## 14. GENERAL

- 14.1 The College shall not undertake any actions within or introduce any plants to the woodlot site without first advising the Council of its intentions and obtaining the Council approval.
- 14.2 Any permits that may be required which result from the actions which are to or have taken place within the woodlot site are to be the responsibility of the party responsible or in the event it is an action arising from this partnership agreement shall be shared on a 50/50 basis.
- 14.3 The Council and the College are responsible for ensuring that all use of the woodlot shall comply in all respects with all statutory provisions, regulations and by-laws at any time in force so far as the same are applicable to the Partnership's use of the woodlot site.
- 14.4 Nothing in this agreement shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Council.
- 14.5 The Partnership shall use best endeavours to hold the growth of all noxious weeds, gorse and broom at all time during the term of this agreement.
- 14.6 The Partnership shall not light or permit to be lit any fires on or in the vicinity of the woodlot site and shall fully comply with the Forest and Rural Fires Act 1947 and all amendments thereto or substitutions thereof.
- 14.7 The Partnership shall promptly comply with all notices or demands lawfully made or given by any person or authority pursuant to the Forest and Rural Fires Act 1947.
- 14.8 The Partnership shall not commit or permit any act or thing on the woodlot site which may cause nuisance or annoyance to the public or occupiers of neighbouring properties.

SIGNED for and on behalf of **THE**  
**WELLINGTON REGIONAL COUNCIL**

..... Authorised Signatory

SIGNED for and on behalf of **THE BOARD**  
**OF TRUSTEES OF SAINT BERNARDS COLLEGE**

..... Authorised Signatory