



kaipara te Orangawa
**KAIPARA
DISTRICT**
Two Oceans Two Harbours

3 December 2015

Dargaville Community Development Board Inc
C/o Kaipara Lifestyler
PO Box 474
Dargaville 0340

42 Hokianga Road,
Private Bag 1001,
Dargaville 0340, Northland,
New Zealand
p 09 439 3123
p 0800 727 059
f 09 439 6756
e council@kaipara.govt.nz
www.kaipara.govt.nz

Dear Allan and Dargaville Community Development Trust

Community Housing Handover

Please find attached the Management Contract appointing Dargaville Community Trust as Councils agent in the management of Council's community housing in Dargaville and Ruawai.

The contract is ready to sign.

In clarification, Schedule one is the dominant part of this contract. It sets out the responsibilities of each party. Where these responsibilities appear to differ to those stated in other parts of the contract (especially schedule two), schedule one has precedence.

In schedule one, there is a clause that states it is at Councils discretion to on charge GST. Council's position on this is that we will not do so. The invoices will be only for the [REDACTED] stated.

We look forward to working with you and wish you every success in your management of the housing and the wellbeing of the tenants. We are confident that you will do well.

Yours faithfully



Jill McPherson
Acting Chief Executive
Kaipara District Council

KAIPARA DISTRICT COUNCIL

(Council)

DARGAVILLE COMMUNITY DEVELOPMENT BOARD INCORPORATED

(Organisation)

Contract for Service

Community Housing Management

December 2015 to December 2018



Kaipara te Orangawai

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

CONTRACT FOR SERVICE

AGREEMENT dated the 4 of December 2015

PARTIES

- 1 KAIPARA DISTRICT COUNCIL ("Council")
- 2 DARGAVILLE COMMUNITY DEVELOPMENT BOARD INCORPORATED ("Organisation")

INTRODUCTION

- A The Council is the local authority for the Kaipara District and from time to time, in accordance with its policies, allocates funds for the delivery of services within the Kaipara District to benefit Kaipara residents and visitors where these services may otherwise be provided by the Council.
- B The Organisation has made application to the Council for funding to assist in the provision of the Service which is provided for by this Agreement.
- C The Council, acting in its discretion, has granted the Organisation funding for the provision of the Service on the basis that the Organisation's application meets the Council's policies and criteria and on the terms and conditions set out in this Agreement.
- D This Agreement records the agreement of the Council and the Organisation for the provision of the Funding by the Council and the provision of the Service by the Organisation.

1 Agreement

Provision of Service and Funding

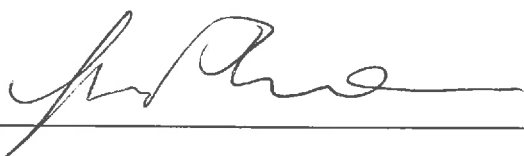
- 1.1 The Organisation agrees to provide the Service and in consideration of the provision of the Service by the Organisation the Council agrees to provide the Funding to the Organisation.

Terms and Conditions

1.2 The Organisation and the Council agree that they are bound by and will observe and perform their respective obligations under this Agreement and as set out in the Schedules and Appendices to this Agreement.

SIGNED on behalf of

KAIPARA DISTRICT COUNCIL

) Jill McPherson
)



THE COMMON SEAL of

DARGAVILLE COMMUNITY

DEVELOPMENT

BOARD INCORPORATED

was affixed in the presence of:

)
)
)
)
)


Allan Møntersen

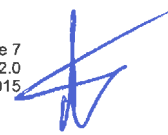
SCHEDULE 1
PARTICULARS SCHEDULE

Organisation	Dargaville Community Development Board Incorporated
Organisation Contact Details	Allan Mortensen <ul style="list-style-type: none"> • am@thelifestyler.co.nz • River Road, Dargaville • 021 439 697
Organisation Bank Account Details	Dargaville Community Development Board Incorporated BNZ Dargaville 02 0308 0038400 00
Council Contact Details	Property Advisor <ul style="list-style-type: none"> • council@kaipara.govt.nz • Private Bag 1001, Dargaville 0340 • 09 439 3123
Status of Organisation	Incorporated Society
Service	To manage the 34 community housing units (“Community Housing Units”) and tenancies of such units in Dargaville and Ruawai (situated at 43 Awakino Road and 9 Kauri Court, Dargaville and 11 and 16 Bledisloe Street, Ruawai) on behalf of the Kaipara District Council
Funding (exclusive of GST) (NB. Exempt Supply)	The direct receipt by the Organisation of the total rental revenue receivable from the Community Housing Units during the Funding Period as increased or reduced from time to time, the total initial amount of which is set out in Appendix 2 (Financial Worksheet). The entitlement to receive and actual receipt of such revenue shall constitute the provision of funding to the Organisation for the purposes of this Agreement and in particular clauses 3 and 4 of Schedule 2.
Funding Period and Reviews	<ul style="list-style-type: none"> • Three years from 1 December 2015 till 31 December 2018. • Performance and compliance to be reviewed annually, but except in the case of a breach of this Agreement (which may include any failure by the Organisation to achieve the Performance Measures) the Funding Period shall be for a three year term as above. For the avoidance of doubt this provision prevails over clauses 3.2, 3.3 and 3.4 of Schedule 2. Clause 2.2 of Schedule 2 is modified so that the last

	<p>words read "... through an annual review process to be undertaken by the Council."</p> <ul style="list-style-type: none"> The Funding Period may be extended or renewed by agreement of the Council and the Organisation but the Organisation shall have no right of extension or renewal of this Agreement beyond 31 December 2018.
Community Benefits	<ul style="list-style-type: none"> The provision and management of Community Housing. The Organisation allows the Council's tenants "quiet enjoyment" of their premises and assist in providing a quality of life. The Organisation assumes a degree of social responsibility for the tenants through regular contact to ensure that their accommodation and welfare needs are being met including advocating on the tenants behalf with Government agencies.
Business Plan/Works Programme	Not applicable
Maintenance Programme Required and Provided to Council	<p>Yes</p> <p>Refer Organisation's Specific Responsibilities (Property Management section below)</p>
Performance Measures	<ul style="list-style-type: none"> The Community Benefits have been and are continuing to be provided by the Service in compliance with this Agreement. The Organisation is a not-for-profit organisation, it retains that status and its purposes benefit the people of Kaipara. The Service is being provided to the residents of the Kaipara District. There is a volunteer component to the provision of the Service. The Maintenance Programme is being achieved and is reviewed at least annually. The Organisation meets its financial obligations under this Agreement. Also see Appendix 1 for performance measures. Ensure the criteria guidelines are adhered too (see Appendix 4).
Health and Safety	The Organisation will comply with the health and safety obligations described in clause 2.3(a) of Schedule 2.
Public Liability Insurance	The Organisation shall take out and maintain during the period any Service is performed under this Agreement, public liability insurance cover of not less than \$2million. Such insurance shall be in a form and on terms acceptable to the Council.

<p>Organisation's Specific Responsibilities</p>	<p>Tenancy and Financial Management</p> <ul style="list-style-type: none"> • Management on behalf of the Council of all residential tenancies for the Community Housing Units including recruiting new tenants as required in accordance with the Council's community housing criteria and all other tenancy contract management. • Collection of rents and accounting to the Council for all revenue received. • Implementing periodic increases in rents as approved by the Council (which shall be no greater than any increase in the Consumer Price Index (All Groups) over annual periods from 1 July each year, using the CPI calculation for the quarters immediately preceding 1 July). • Payment of the sum of [REDACTED] (plus GST if applicable) per quarter, commencing 1 February 2016, to the Council in order to fund the Council for its specific responsibilities under this Agreement ("Council Payment"). • The Council Payment shall be increased by 35% of the value of any increases in rent which occur during the Funding Period and the remaining 65% of the value of any increases shall be added to and shall form part of the Funding. • Those Council's Specific Responsibilities which are to become the Organisation's Specific Responsibilities in the future (refer Council's Specific Responsibilities). <p>Property Management</p> <ul style="list-style-type: none"> • Undertake all interior and exterior maintenance of the Community Housing Units so that they are kept in a well maintained condition. • Undertake regular inspections of the Community Housing Units to ensure tenants are keeping the units in a tidy manner. • Development and implementation of a painting programme for the interior and exterior of the Community Housing Units. This will need to be flexible so that when a tenant leaves the interior painting is undertaken. • Roof repairs and maintenance. • Regular gutter cleaning and repairs. • Plumbing and electrical repairs and maintenance. • Repair and where necessary replacement of stoves. • Grounds and lawn mowing and garden maintenance.
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	<ul style="list-style-type: none"> • Except where specifically provided for by this Agreement or otherwise agreed the Organisation shall not be responsible for items of capital expenditure with respect to the Community Housing Units where complete replacement is required. Examples of such complete replacements (which are not expected to be required during the period to 31 December 2018) are: <ul style="list-style-type: none"> - reroofing; - replacement of window frames; - recladding of the exterior, of any of the Community Housing Units. <p>The Organisation shall prepare a maintenance programme (including a stocktake) for the planning and scheduling of its property management activities under this Agreement (“Maintenance Programme”) which shall be kept current and reviewed as circumstances require during the Funding Period. The initial Maintenance Programme shall be prepared by the Organisation and provided to the Council within three months of the commencement of this Agreement.</p>
<p>Council’s Specific Responsibilities</p>	<ul style="list-style-type: none"> • Contingent upon the Organisation paying the Council Payment to the Council as provided for in Schedule 1 the Council will pay certain costs, as set out below, for the Community Housing Units. • The costs are: <ul style="list-style-type: none"> - Building insurance; - Council rates; - Water rates used by tenants; - Ruawai septic tank’s maintenance (to be included in the Maintenance Programme). • As additional obligations the Council will: <ul style="list-style-type: none"> - pay the cost of replacing hot water cylinders and stoves in the Community Housing Units should any come to the end of their lives within the initial Funding Period (December 2015 – December 2018). After December 2018; if the contract was to continue; the Organisation shall be responsible for such replacements. - pay the replacement cost of any carpets in the Community Housing Units where the Council and the Organisation agree carpets need replacing within the initial Funding Period (December 2015 – December 2018). After December 2018; if the contract was to



continue; the Organisation shall be responsible for such replacements.

- For the avoidance of doubt the Council may, but shall not be obliged to do so under this Agreement, pay any of the costs with respect to the Council's Specific Responsibilities as set out above in the event that the Organisation does not pay the Council Payment or any part of the Council Payment to the Council.

Other

- The Organisation by its offices, employees or other duly authorised persons are authorised to have all reasonable access to the properties on which the Community Housing Units are situated in order to perform the Organisation's obligations under this Agreement. The Organisation shall endeavour to engage a single person to undertake contact relationships with the tenants of the Community Housing Units.
- The Organisation shall comply with all requests and requirements of the Council with respect to matters concerning the Council's Community Housing criteria and will also comply with all reasonable requests of the Council with respect to the Organisation's obligations under this Agreement generally.
- Any person authorised by the Council shall be entitled at reasonable times and from time to time to enter upon the properties on which the Community Housing Units are situated, and by arrangement with tenants to enter individual housing units, to inspect the condition of the properties and the Community Housing Units and generally compliance with the terms and conditions of this Agreement. Upon receipt of a notice from the Council advising of any defect in the Community Housing Units or the properties or lack of compliance with this Agreement the Organisation shall promptly repair or remedy the defect or lack of compliance within a reasonable period time.
- If any defect or non-compliance is not remedied within a reasonable period of time the Council may enter the properties and the Community Housing Units (entry to the units shall be by arrangement with the tenants) and itself undertake the necessary work(s) and all moneys expended by the Council shall be payable by the Organisation to the Council upon demand together with interest at the rate



charged by the Council's principal banker on overdraft until payment.

- The Organisation shall permit and cooperate with the Council in any audit of the administration and performance of this Agreement which the Council undertakes or is required to undertake. This obligation shall extend to the financial and management records of the Organisation and its bank accounts.
- The following provisions shall apply with respect to media protocols:
 - The Organisation will make all comments regarding the operation of the community housing and issues around tenant welfare, where applicable.
 - The Council will be responsible for comment around the community housing ownership and wider property issues.
 - The Council's communications manager will record any media inquiries about the community housing for information, and refer those inquiries immediately to the Organisation's nominated spokesperson.
 - The Organisation will record any media inquiries about ownership and wider property issues for information, and refer immediately to the Council's communications manager in the first instance.
 - All media inquiries shall be dealt with as soon as possible, within required or arranged deadlines, otherwise within 24 hours or as soon as practicable.
 - Where possible, the Council and the Organisation will each ensure they provide notification when media have contacted them and what the response will be, before the response is sent.
 - Where for any reason joint comment is required, sign-off from both parties is required.
 - If there are impending issues which might attract media attention, each party will ensure the other is notified of the issue and the likely response, if it should become public.
- Clause 9.2 of Schedule 2 is modified by the deletion of the words "appointed by the Council" in line 3 and replaced with the following:

"... agreed by both parties, and if not agreed within 14 days of the dispute being notified then a mediator appointed by the President of the New Zealand Law Society on the application of either party, ..."

SCHEDULE 2

Terms and Conditions

1 Definitions and Interpretation

Definitions

- 1.1 In this Agreement, including the Introduction and all Schedules to this Agreement, unless the context otherwise requires:

"**Business Plan**" means the Business Plan referred to in Schedule 1, the form of which will be determined by the Council and provided to the Organisation.

"**Community Benefits**" means the community benefits for the Kaipara community as set out and described in Schedule 1, to be achieved by the Organisation through the provision of the Service.

"**Council**" means the Kaipara District Council its successors and assigns and includes any Government body, local authority or other organisation that takes over the responsibility for the Kaipara District.

"**Funding**" means the sum of money (which shall be an annual sum unless otherwise provided in Schedule 1), exclusive of GST, which the Council has agreed to pay to the Organisation for assistance in the provision of the Service, as set out in Schedule 1.

"**Funding Period**" means the annual period, annual periods or other period less than twelve months for which the Service is provided with the assistance of the Funding, as set out in Schedule 1.

"**GST**" means Goods and Services Tax under the Goods and Services Tax Act 1985.

"**Organisation**" means the Organisation named and described in Schedule 1 but does not include the Organisation's successors or assigns.

"**Performance Measures**" are as provided for in clause 2.2 and as more particularly set out in clause 2.3 and Schedule 1.

"**Service**" means the service to be provided by the Organisation in accordance with the terms of this Agreement as set out in Schedule 1.

"Works Programme" means the Works Programme referred to in Schedule 1 containing such detail as the Council reasonably requires including:

- (a) the schedule of work to be undertaken as part of the Service; and
- (b) the frequency that periodic works will be undertaken; and
- (c) a timetable for completion of particular works.

Interpretation

1.2 In this Agreement:

- (a) references to clauses and schedules are reference to clauses and to schedules to this Agreement unless stated otherwise. Each such schedule forms part of this Agreement;
- (b) where the context permits the singular includes the plural and vice versa;
- (c) all references to legislation are (unless stated otherwise) references to New Zealand legislation and include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation;
- (d) where the context permits references to a "person" include an individual, firm, company, corporation or unincorporated body or persons, any public authority, territorial or regional council, any government or any governmental agency;
- (e) references to a "party" means a party to this Agreement and any reference to a party, to the extent applicable, includes the successors, executors and administrators (as the case may be) of that party;
- (f) defined words and expressions shall bear the defined meaning throughout this Agreement including the Introduction.
- (g) where any condition or special term set out in Schedule 1 is in conflict with or is inconsistent with any other term of this Agreement the condition or special term shall prevail.

2 Provision of Service, Community Benefits and Performance Measures

- 2.1 The Organisation in providing the Service shall provide the Service for the Funding Period in order to provide the Community Benefits as set out and described in Schedule 1 and the Organisation and the Council agree that the achievement of the Community Benefits are an essential term of this Agreement.



- 2.2 The provision of the Community Benefits shall be measured against the Performance Measures applicable to this Agreement as set out and described in clause 2.3 and Schedule 1 through the review process set out in clause 3.
- 2.3 In providing this Service with the assistance of the Funding the Organisation shall:
- (a) comply with all statutes and regulations which are applicable to the provision of the Service and in particular shall comply with all relevant provisions of the Health and Safety in Employment Act 1992;
 - (b) Undertake the provision of the Service within the Kaipara District diligently, conscientiously and competently;
 - (c) not use the Funding for any purpose other than for the provision of the Services within the Kaipara District in accordance with the terms of this Agreement;
 - (d) work with the Council fairly, openly and in good faith in all matters concerning this Agreement and promptly notify the Council of any matter or circumstance which has or may adversely impact on the provision of the Service or application of the Funding for the provision of the Service;
 - (e) on request made by the Council provide the Council with a copy of any record on the Organisation's files or within the possession or control of the Organisation relating to this Agreement where receipt of such a record may be required by the Council to comply with any of its statutory obligations;
 - (f) on request made by the Council provide the Council with a copy of the Organisation's financial statements within three months of the end of the Organisation's financial year;
 - (g) acknowledge the support of the Council through the provision of the Funding on any correspondence advertising or other publicity material.
 - (h) ensure on a continuing basis that it has the resources or ability to raise the resources as applicable for the balance of costs not covered by the Funding in order to provide the Service in terms of this Agreement and as may be provided for in a Business Plan or Works Programme (as applicable) if required by the Council, as provided for in Schedule 1;
 - (i) if a Business Plan is required the Organisation shall keep the Business Plan current for the Funding Period, reviewed annually and the achievement of the Business Plan shall be a component of the Performance Measures; and



(j) where the Organisation is a registered not-for-profit entity, maintain the registered not-for-profit status, and immediately notify the Council of any change to the Organisation's status.

2.4 All communications and notices from the Council under this Agreement shall be sent to the contact person for the Organisation named in Schedule 1. The Organisation confirms the authority of the contact person to represent the Organisation and receive and deliver notices and other communications with the Council on behalf of the Organisation. The Organisation shall immediately notify the Council in the event of a change of contract person and shall provide details of any replacement. The Organisation shall ensure that at all times there is a contact person for the Organisation.

3 Funding, Funding Period and Review

3.1 Subject to the following provisions of this clause, the Council agrees to provide the Funding to the Organisation for the Funding Period.

3.2 Where the Funding is for more than a 12 month period, the provision by the Council of the Funding for each ensuing 12 month period shall be subject to review by the Council and the review shall be referenced to the meeting of the Performance Measures. Pending such review and decision of the Council, acting in its sole discretion, to continue or not continue the Funding for any ensuing 12 month period, the Council (which is acknowledged by the Organisation) shall have no obligation to continue the Funding for any future period.

3.3 In the event the Council makes a decision not to continue the Funding as a result of a review in terms of clause 3.2 or 3.4, the Council will notify the Organisation of its decision in writing and this Agreement shall be at an end with effect from the expiry of the Funding Period or that part of the Funding Period for which Funding has been actually paid by the Council to the Organisation, whichever is the earlier. Upon such termination the Council shall have no further liability to the Organisation under this Agreement.

3.4 The Council, in addition to the review process set out in clause 3.2, shall be entitled to review the provision of the Funding at any time during the Funding Period. Any such review shall be referenced to the meeting of the Performance Measures.

4 Payment of Funding

- 4.1 The Council shall pay the Funding to the Organisation in the instalments and at the frequency set out in Schedule 1 and, unless the Council agrees otherwise, all payments of the Funding shall be paid to the bank account of the Organisation details of which are set out in Schedule 1.
- 4.2 The Funding is calculated exclusive of GST and, in the event of the Organisation being registered for GST, the Funding shall be plus GST and the Organisation shall provide such valid GST invoices as are required by the Council so as to comply with the Goods and Services Tax Act 1985. The Council shall not be obliged to make any payment of the Funding plus GST unless a valid GST invoice has been provided to the Council by the Organisation.

5 Termination

- 5.1 The Council may, following the giving of not less than 14 days notice in writing to the Organisation, terminate this Agreement with immediate effect from the end of such notice period for breach by the Organisation of any term of this Agreement, which may include the failure of the Organisation to comply with any of the Performance Measures set out in clause 2.3 and Schedule 1.
- 5.2 In addition to the right of termination under clause 5.1 the Council may terminate this Agreement with immediate effect, by giving written notice to the Organisation, if the Organisation:
- (a) becomes inactive or ceases its activities as a community organisation for any reason;
 - (b) passes any resolution to wind up;
 - (c) becomes insolvent or its affairs or assets are placed under any sort of management or receivership;
 - (d) becomes the subject (which may include any of the Organisation's officers, employees, members or contractors) of any claim, investigation or prosecution relating to the improper or illegal use of funds; or
 - (e) defaults under any other obligation it has entered into with the Council and which is recorded in writing.
- 5.3 On any termination of this Agreement, the Organisation shall immediately repay to the Council, upon demand made by the Council, any unexpended portion of the Funding paid to the Organisation.

5.4 Any termination of this Agreement shall be without prejudice to the rights of either party against the other.

6 Own Risk and Indemnity

6.1 The Organisation undertakes the provision of the Service at its own cost and risk in all respects and the Organisation shall at all times indemnify the Council in respect of any loss, damage or cost (including consequential loss or damage) suffered or incurred by the Council as a direct or indirect result of a failure by the Organisation to perform any of the obligations of the Organisation under this Agreement.

7 Insurance

7.1 The Organisation shall during the Funding Period at its own cost take out and keep in full force and effect at all times a public liability insurance policy for a sum of not less than the sum set out in Schedule 1 for any single event or such greater sum required by the Council from time to time and shall within 30 days of the execution of this Agreement or request for additional cover, produce to the Council a copy of the policy or certificate of currency.

8 Council's Role as Statutory Authority

8.1 The Organisation acknowledges that the Council is the territorial authority for the Kaipara District and that any power, right, obligation or duty of the Council under this Agreement shall be subject to compliance by the Council with the Local Government Act 2002, Resource Management Act 1991, Public Works Act 1981, Building Act 2004, Reserves Act 1977 and any other legislation regulating the conduct of the Council.

8.2 Any consent given by the Council for the purposes of this Agreement is in addition to and not in satisfaction of any consent that may be required from the Council for regulatory purposes.

9 Disputes and Mediation

9.1 The parties shall meet and discuss in good faith any dispute between them arising out of this Agreement.

9.2 If the discussions referred to in clause 9.1 fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator appointed by the Council and such appointee shall conduct the mediation at his/her discretion, including the determination of procedural rules and timetable.



9.3 Neither party may issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has first taken reasonable steps to comply with clauses 9.1 and 9.2.

9.4 The procedures prescribed in this clause shall not prevent the Council from exercising its rights and remedies in respect of any breach by the Organisation of its obligations under this Agreement.

10 Relationship

10.1 The Organisation and the Council agree that:

- (a) nothing expressed or implied in this Agreement shall constitute either of the parties the partner, agent, legal representative, employee or officer of, or as a joint venturer with, the other party, and neither party shall make any contrary representation to any other person; and
- (b) except to the extent otherwise expressly agreed between the parties in writing, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, for or on behalf of the other party, or to bind the other party in any respect.

11 Legal Costs

11.1 The parties shall pay their own legal costs of and incidental to the negotiation, preparation and completion of this Agreement. The Organisation shall pay the Council's legal costs (as between solicitor and own client) of and incidental to any non-compliance, breach or default under this Agreement on the part of the Organisation, which shall include legal costs incurred by the Council in enforcing or attempting to enforce any provision of this Agreement.

12 General

No Assignment

12.1 The Organisation may not assign any of its rights, title or interest under this Agreement to any third party.

Entire Agreement

12.2 This Agreement records the entire arrangement between the parties relating to the matters dealt with in this Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters.



Further Assurances

12.3 Each party shall do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

Amendment

12.4 This agreement shall not be amended or varied except in writing signed by both parties or otherwise provided in this Agreement.

Notices

12.5 Any written notice required to be given pursuant to this Agreement shall (without limitation) be deemed validly given if:

- (a) signed by the party giving that notice; and
- (b) delivered by hand, sent by facsimile transmission (provided that the sender's facsimile machine confirms transmission to the intended recipient) or electronic mail to the intended recipient's physical address, facsimile number or email address, as set out in Schedule 1 (or to such other physical address, facsimile number or email address as the intended recipient shall notify to the other party by written notice from time to time).

Non Waiver

12.6 The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement or the waiver by either party of any term or right under this Agreement or of any default by the other party shall not be deemed or construed as a waiver by such party of any such term right or default in the future.

APPENDIX 1

Performance Measures

Report on these measures quarterly. Reports to be sent to the Property Advisor.

Reporting periods and dates are:

- 1st July – 30th September – report due 7th October
- 1st October – 31st December – report due 18th January
- 1st January – 31st March – report due 7th April
- 1st April – 30 June – report due 7th July

Level of Service	Quarterly Measures
Rents paid on time	90%
Rent arrears	No more than three tenants in arrears
Occupancy	90% and all units to be reoccupied within four weeks of occupancy
Urgent Maintenance	100% of urgent requests resolved within 24 hours
Minor Maintenance	Within 28 days
Scheduled Maintenance	Undertaken as per the agreed maintenance plan
Lawns	Not to exceed 70mm
Trees	Trees on the property to be mulched and pruned in accordance with horticultural practice
Mechanical Edge Control	Property in on the no spray register
Health and Safety	All Contractors working in the building are inducted in accordance with HSE Act.

APPENDIX 2

Financial Worksheet

Dargaville and Ruawai Council Housing Units - Expected Revenues, Costs and Returns to Council		
Kaipara District Council		
	Forecast	
Dargaville and Ruawai Council Housing Units	2015-16	
Receipt from Contractor paid quarterly first due 30 Sept, [REDACTED]		\$ [REDACTED]
Insurance Premiums	\$ 7,000.00	
Rates	\$ 32,000.00	
Water	\$ 10,000.00	
Septic Tanks Maintenance and Disposal Ruawai	\$ 5,000.00	
Depreciation	\$ 21,000.00	
Total Costs		\$ [REDACTED]
Net Return		\$ [REDACTED]
Dargaville Community Development Board		
Proposal for Contract for Service - Expected Revenues, Costs and Returns to Contractor		
	Forecast	
Dargaville and Ruawai Council Housing Units	2015-16	
Rental per week - \$125 X 34 units X 52 weeks with 95% occupancy)		\$209,950.00
Contract Payment to Council	\$ [REDACTED]	
Provision for R&M Buildings (\$2,000 per unit)	\$ 68,000.00	
Provision for Lawn Mowing and Tree and Garden maintenance	\$ 22,000.00	
Provision for Administration and Management	\$ 35,000.00	
Total Costs		\$ [REDACTED]
Net Return		\$ [REDACTED]



APPENDIX 3

Maintenance Programme

To be provided by the Organisation three months after the contract has started.



APPENDIX 4

Community Housing Application Guidelines

Applicants are to be:

- Over 55 or younger if have a permanent disability
- Independently able
- Less than \$35,000 in financial assets
- Holder of a Community Services Card
- Residents or family in the Kaipara District

