



Report 12.37
Date 6 September 2012
File T/23/08/01

Author Greater Wellington Rail Ltd
Ian Gordon, Team Leader Rail Assets

Update on Retirement of the English Electric Fleet

1. Purpose

The purpose of this paper is to update the board on the progress of the retirement of the English Electric Fleet, and seek agreement on recommendations to the Economic Wellbeing Committee on the final disposal plan.

2. Progress to date

Over the last 3 – 4 months GW officers have been negotiating with numerous prospective buyers the sale of the English Electric fleet. An evaluation of the scrap value of a 2 car unit has also been carried out in order to provide a benchmark for the asking price of the vehicles. The scrap value has been set at approximately \$27K. The following is a summary of what has been achieved to date:

- donated a car to the Fire Service
- donated a car to the New Zealand Defence Force – bomb disposal group
- obtained \$10,000 for a number of inventory items from Ferrymead
- sold two 2-car English Electric units to two private individuals for a total of approximately \$55K (inclusive of GST)
- written down nearly \$1m worth of inventory to \$30,000, awaiting scraping
- negotiated a prospective sale of 20 cars to Africa, along with a substantial amount of the inventory, however this deal has recently fallen through with the death of the Ghanaian president
- maintained 29 cars still in storage at Hutt Workshops, costing approx \$4,500 per month (for 29 cars) and making storage for the Ganz Mavag units challenging.

3. Next Steps

There are still two private individuals who are actively considering purchasing English Electric units, a combined total of 3 cars. Officers propose to hold 3 cars in reserve whilst negotiations continue but if these negotiations fall through then the carriages will be available for scraping.

The New Zealand Defence Force (NZDF) has expressed an interest in a second car for their bomb disposal group. Donating 2 cars was the original intention and it is still considered appropriate to donate to the NZDF for this purpose.

3.1 Cyclops

The Wellington Electrical Multiple Unit (EMU) Preservation Trust is in the process of being formed, with the objective of raising sufficient money to purchase the 3 - car unit called Cyclops, including relocation and preservation costs. However, the timeframes required to raise this level of funding could be several months away and potentially, they may never raise the full amount. The Wellington EMU Preservation Trust has reached agreement with the Rimutaku Incline Trust for the storage of Cyclops.

Storing Cyclops at Hutt Workshops is costing GW \$466/month, and the Unit is at risk of being vandalised. Therefore it is considered appropriate that once the Wellington EMU Preservation Trust has raised sufficient funds to cover the necessary relocation costs, that GW donate Cyclops to the Trust. This will ensure that at least one of the English Electric units will remain in the Wellington region and be preserved for historical purposes. It will also help free up valuable storage space at the Hutt workshops.

3.2 Phoenix

The 2-car Unit called Phoenix, which was rebuilt essentially from scrap, is also considered worth preserving for historical purposes. Currently there are two interested parties. The Wellington EMU Preservation Trust has indicated that if they could raise sufficient funds, they would be interested in obtaining Phoenix as well as Cyclops. However, their primary focus is Cyclops and fundraising to date would suggest that their ability to purchase the Phoenix is unlikely. Also, there are questions over their ability to store the Phoenix in a way which will preserve the heritage.

The National Railway Museum, which is currently in the process of constructing storage facilities next to Ferrymead in Christchurch, has expressed interest in preserving an English Electric unit. As well as having the ability to store it under cover, they will have access to Ferrymead's electrified line which will enable the Phoenix to be operated. Unfortunately the National Railway Museum is not in a position to purchase the Phoenix, and will likely struggle to cover the costs of relocation down to Christchurch.

Notwithstanding, it is considered appropriate to spend some money preserving the Phoenix and the National Railway Museum would appear to offer the best alternative.

3.3 Remaining 20 vehicles

There are 20 further cars which need to be disposed and for which there are no prospective buyers. The potential options for these vehicles are to either seek further buyers or scrap them for an estimated net revenue of \$275K. Informal inquiries indicate that there are neither commercial nor private buyers ready to take possession of the English Electrics. All enquiries from the "Trade Me" campaign have been exhausted and all "heritage" type

organisations approached. Officers are of the view that the remainder of the fleet should now be scrapped, thus saving ongoing storage costs of \$155+GST per month per car plus releasing up space for the Ganz Mavag fleet which is now being withdrawn from service.

4. Recommendations

That the Directors:

1. Receive the Report.
2. Agree that officers recommend to the Economic Wellbeing Committee that they:
 - a. Agree to hold three cars in reserve whilst officers negotiate their sale to private individuals. If the sale(s) falls through then the cars are to be scrapped.
 - b. Agree to donate a second trailer car to the NZ Defence Force.
 - c. Agree to commence discussions with the Wellington EMU Preservation Trust with a view to GWRL donating them the Cyclops, along with any useful inventory, as soon as they have sufficient funds to cover the relocation costs.
 - d. Agree to commence discussions with the National Railway Museum with a view to GWRL donating them the 2-car Phoenix, along with any useful inventory.
 - e. Commence immediate scraping of the remaining 20 cars.

Report prepared by:

Report reviewed by:

Report approved by:

Ian Gordon
Team Leader
Rail Assets

Angus Gabara
Manager Rail Operations &
Business Owner, Matangi
Project

Wayne Hastie
General Manager, Public
Transport



Agreement

relating to

the provision of towing services

between

KiwiRail Limited

(**"KiwiRail"**)

and

Greater Wellington Regional Council / NZ Rail Museum

(the **"Customer"**)

Date 16 May 2013

This **Agreement** is made on 17 May 2013

between (1) **KiwiRail Limited (“KiwiRail”)**

and (2) **Greater Wellington Regional Council / NZ Rail Museum
“(Customer)”**

Introduction

- A.** KiwiRail operates rail services on the New Zealand Rail Network.
- B.** The Customer owns or operates rolling stock, and requires some of that rolling stock to be repositioned on the Rail Network.
- C.** KiwiRail has agreed to provide towing services to the Customer in relation to the vehicles on a one-off basis over a specified route.

It is agreed

1. Towing Services

1.1 Towing Services

KiwiRail will provide, and the Customer will pay for, the Towing Services in accordance with this Agreement. The Towing Services will be provided for the Vehicles, over the route and on the day(s) specified in Schedule 2.

2. Towing Services requirements

2.1 Needs of Customer

Once a date is agreed between the parties for the provision of the Towing Service, the Customer may only change the date if it gives KiwiRail written notice of its desire to change the date at least 14 days prior to such date. If no such notice is given, KiwiRail may, in its discretion, provide the Towing Service on the date originally agreed with the Customer and the Customer will be liable to pay the Charges for the service in accordance with the terms of this Agreement.

2.2 KiwiRail’s Rights

KiwiRail reserves the right to refuse to provide the Towing Services or to change any agreed date for the provision of the Towing Service at any time and will, prior to the agreed date, provide the Customer with notice of such change and of a suggested revised date (if any).

3. Obligations of Customer

3.1 Obligations

Prior to KiwiRail providing the Towing Services, and at all other times during the term of this Agreement, the Customer shall:

- (a) Ensure that the Vehicles are presented in accordance with the requirements of clause 6 of NRSS 7 (in relation to the exchange of rail vehicles between rail participants) and the Customer's rail safety case (including any variations);
- (b) Obtain and comply with all necessary clearances and approvals for the journey including, without limitation, running rights and network access from KiwiRail Networks and any required rail safety case variation approval from New Zealand Transport Agency;
- (c) In addition to any requirements under NRSS 7 or the Customer's rail safety case (including any variations), ensure that all inspections and pre-departure and on-route checks of the Vehicles as required by KiwiRail are carried out;
- (d) Ensure that the Vehicles are ready to travel at the agreed time; and
- (e) obtain a "cab pass" from KiwiRail if any employees, agents, contractors or representatives of the Customer are to travel in the Vehicles during the performance by KiwiRail of the Towing Services.

4. Safety

4.1 Responsibilities

KiwiRail and the Customer agree that:

- (a) The Customer is responsible for ensuring that its employees, agents, contractors and representatives comply strictly with all KiwiRail site procedures (including, without limitation, safety procedures) at all times whilst present at KiwiRail sites (including, without limitation, KiwiRail station buildings, platforms, freight yards and depots). Further, the Customer shall ensure that its employees, agents, contractors and representatives follow all instructions of KiwiRail staff at all times whilst present at KiwiRail sites.
- (b) The Customer is responsible for ensuring that the physical operation of the Vehicles is conducted in accordance with any standards of and instructions issued by KiwiRail.
- (c) KiwiRail is responsible for the management, certification, and ensuring the competence and fitness for duty of the KiwiRail Locomotive Engineers performing the Towing Services in accordance with KiwiRail's Rail Service Licence.

4.2 Safety procedures

The Customer agrees to work with KiwiRail to ensure consistency and inter-operability (to the extent necessary) between its safety procedures and KiwiRail's safety procedures.

5. Charges and Payment

5.1 Charges for Towing Services

In consideration of KiwiRail providing the Towing Services, the Customer agrees to pay KiwiRail the Charges.

5.2 Payment and billing

KiwiRail will issue a tax invoice to the Customer for the Towing Services upon total or partial completion of the Towing Services (as KiwiRail thinks fit). The Customer agrees to pay invoices addressed to it within 14 days of the date of the invoice. Where the Customer fails to make payment on or before the due date, KiwiRail will charge interest at the rate of 2% per annum above the BNZ corporate overdraft rate on such amount from the date the payment became due until it is paid.

5.3 Disputed Charges

If the Customer genuinely disputes the amount payable under an invoice issued by KiwiRail, such of the invoiced amount that is in dispute may be withheld until the dispute is resolved. Notice of such a disputed invoice should be made to the contact person named in clause 11.3.

6. Insurance

The Customer, **in this case NZ Railway Museum Trust will:**

- (a) effect and maintain for the term of the Agreement a general public liability insurance policy with individual indemnity limits of **at least NZ\$10,000,000; and**
- (b) upon reasonable request, provide to KiwiRail a certificate of currency or other evidence that it has insurance in accordance with this clause 6.

7. Liability

7.1 The Customer shall be liable for all claims arising out of the Towing Service and shall indemnify KiwiRail from any claim, unless the claim relates directly to KiwiRail's negligence or a breach by KiwiRail of the provisions of this Agreement.

7.2 The total liability of KiwiRail to the Customer for any losses, damages, costs or claims of any kind incurred or suffered by the Customer arising under this Agreement is limited to any property damage caused by KiwiRail's negligence and KiwiRail is not liable to the Customer for any loss of profit, loss of business, loss of savings or anticipated savings or loss of revenue, or for any indirect, consequential or other losses, damages, costs or claims incurred by the Customer.

7.3 The Customer shall be liable to KiwiRail for any losses, liabilities, costs or claims incurred or suffered by KiwiRail which arise from a mechanical failure of any Vehicle, or any accident which occurs during the period that the Towing Services are provided which is wholly or partially caused by use of the Customer's equipment, or wholly or partially attributable to the acts or omissions of the Customer, its employees, agents, contractors or subcontractors.

Force Majeure

7.4 Force Majeure/Excusable Delay

Notwithstanding anything else in this Agreement (except as, and to the extent, set out in clause 7.3), a party is not liable for any failure or delay in performing, or breach of, an obligation under this agreement if the failure, delay or breach arises from a cause reasonably unforeseeable and beyond the control of that party including, without limitation, act of god, earthquakes, landslides, floods, fires, adverse weather conditions, strikes or industrial disturbances, civil commotion, restrictions by government, mechanical failure, accidents or explosion.

7.5 Notice/reasonable endeavours

If a cause to which clause 8.1 applies arises, the party affected by the cause must immediately upon becoming aware of the cause, notify the other party in writing of the nature of, expected duration of, and the obligation affected by, the cause. Notwithstanding that any such cause arises, the affected party must use its reasonable endeavours to:

- (a) mitigate the effects of the cause on that party's obligations under this agreement; and
- (b) perform that party's obligations on time despite the cause.

If KiwiRail is the party affected by the cause pursuant to this clause 8.2, this clause shall apply without prejudice to KiwiRail's rights pursuant to clause 2.2.

8. Loss or damage to KiwiRail Equipment or the Vehicles

8.1 Customer indemnity

In the event of any loss of or damage to any KiwiRail owned equipment or rolling stock or to the Railway Network (including, without limitation, track, signals and bridges) resulting from any negligent act or omission of the Customer under this Agreement, the Customer indemnifies KiwiRail for and against such sum as KiwiRail may be required to spend to repair or reinstate such equipment or rolling stock, or may be required to pay KiwiRail in respect of the Railway Network.

8.2 Limitation of Liability / Owner's Risk

The Customer acknowledges that the Towing Services are a carriage service for the purposes of the Carriage of Goods Act 1979, and the Vehicles are goods for the purpose of that Act. The performance of the Towing Services is at owner's risk. This means that KiwiRail will pay no compensation if the Vehicles are lost or damaged, unless KiwiRail intentionally loses or damages them.

9. Termination

9.1 Termination

Either party may terminate this Agreement as follows:

- (a) At any time by not less than three months prior written notice to the other party; or
- (b) Immediately on the occurrence of any of the following events:

- (i) the other party does not perform any of its material obligations (which includes a failure to pay any undisputed sum) under this Agreement and such non-performance:
 - (A) is not capable of remedy; or
 - (B) is capable of remedy, but has not been remedied within the date specified in a written notice requiring the non-performance to be remedied such date to be reasonable in the circumstances for the type of breach that has occurred; or
- (ii) an Insolvency Event occurs in relation to the other party; or
- (iii) the other party is declared at risk pursuant to the Corporations (Investigation and Management) Act 1989, or a statutory manager is appointed or any step taken with a view to any such appointment in respect of it under that Act (including a recommendation by, or submission by any person to, the Securities Commission supporting such an appointment); or
- (iv) if in the reasonable opinion of the terminating party, a material adverse change occurs in relation to the other party which will or is reasonably likely to materially affect its ability to perform its obligations under this Agreement.

9.2 Consequences of Termination

In the event of termination of the Agreement by KiwiRail pursuant to clause 10.1, KiwiRail shall be entitled to recover from the Customer any costs incurred in respect of Towing Services which have been arranged prior to termination, but which will not be performed due to such termination.

10. Assignment and Accession

- 10.1 The Customer may not assign or otherwise transfer its rights and obligations under this Agreement.

11. General provisions

11.1 Definitions and interpretation

The definitions and interpretation rules set out in schedule 1 to this Agreement apply to this Agreement.

11.2 Notices

Without limiting methods of service in law, notices are to be in writing addressed to the other party's contact address as set out below (or as notified from time to time) and delivered by hand, sent by pre-paid post or sent by facsimile.

Notices will be deemed to have been received:

- (a) in the case of a facsimile, on the Business Day on which it is despatched or, if despatched after 5 p.m. (in the place of receipt) on a Business Day or, if despatched on a non-Business Day, on the next Business Day after the date of despatch;

- (b) in the case of personal delivery, when delivered; and
- (c) in the case of a letter, on the third Business Day after posting by airmail (if sent to an overseas address).

11.3 Addresses for service:

The Customers	KiwiRail Limited
Greater Wellington Regional Council 142 Wakefield St PO Box 11646, M: 021 456 913	8 – 14 Stanley Street, Auckland Central, Auckland 1010
Attention: Barry Fryer	Attention: GM Rail Operations
Email: barry.fryer@gw.govt.nz	Fax:
NZ Rail Museum Ferrymead	KiwiRail Group Procurement Wellington Mobile: s7(2)(a)
Attention: Peter Soundy	Attention: Chris Paice
Email: treasurer@nzrailmuseum.com	Email: chris.paice@kiwirail.co.nz

11.4 Confidentiality

Each party will at all times keep confidential and not directly or indirectly make or allow any disclosure or use to be made of any Confidential Information except to the extent:

- (a) required or requested by law or any governmental or regulatory agency or body and then, if practical, only after advising the other party of that requirement; or
- (b) necessary to obtain the benefit of, or to carry out obligations under, this Agreement but for no other purpose; or
- (c) for the purposes of obtaining professional advice;
- (d) that the information is or becomes available in the public domain without breach by either party of its confidentiality obligations under this clause or at law;
- (e) the recipient already knew the information; or
- (f) that the other parties otherwise agree in writing.

The provisions of this clause will continue to apply to the parties for a period of 2 years from the date of termination of this agreement.

11.5 Independent contractor

Subject to any express contrary provision in this Agreement, neither KiwiRail nor the Customer:

- (a) are to be considered the agent of the other for any purpose; or
- (b) have authority to enter into any contract or assume any obligation for the other or to make any representation or warranty on behalf of the other.

Nothing in this Agreement will be considered to establish a relationship of co-partners or joint venturers between KiwiRail and the Customer.

11.6 No waiver

No waiver of any breach of, or failure to enforce, any provision of this Agreement at any time by any party in any way affects, limits or waives the right of such party thereafter to enforce and compel strict compliance with the provisions of this Agreement.

11.7 Further assurance

Each party will promptly do everything reasonably required to give effect to this Agreement.

11.8 Amendments and variations

No amendment or variation to this Agreement will be effective unless it is in writing and signed by the parties.

11.9 Partial invalidity

The illegality, invalidity or unenforceability of a provision of this Agreement under any law will not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of any other provision of this Agreement.

11.10 Counterparts

This Agreement may be signed in any number of counterparts all of which, when taken together, will constitute one and the same instrument.

11.11 Governing law

This Agreement is governed by and to be construed in accordance with New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTION BY THE PARTIES

Signed for and on behalf of

KIWIRAIL LIMITED by:

Signature

Name / Title

Signed for and on behalf of

Greater Wellington Regional Council by:

Signature

Name / Title

Signed for and on behalf of

NZ Railway Museum by:

Signature

Name / Title

Schedule 1: Definitions and interpretation

1. Definitions

In this Agreement, unless the context otherwise requires:

“**Agreement**” means this agreement executed by KiwiRail and the Customer and includes all schedules and attachments;

“**Business Day**” means a day (other than a Saturday or Sunday) on which registered banks are open for general banking business in Auckland;

“**Charges**” means the charges set out in Schedule 2;

“**Confidential Information**” means:

- (a) the terms of this Agreement and the financial position and state of affairs of the other party; and
- (b) includes any information designated confidential by a party whether such information is oral, written or recorded or stored by electronic, magnetic, electromagnetic or other process or otherwise in a machine readable form or any other form;

“**Insolvency Event**” means, in relation to a person:

- (a) the presentation of an application for the liquidation of that person that is not discharged within 5 Business Days of its filing or which is not demonstrated to the other party prior to the expiry of that 5 Business Day period as being an application that is frivolous or vexatious;
- (b) any step taken in, or towards, the making of any compromise, proposal or deed of arrangement with all or some of that person's creditors;
- (c) the appointment of a liquidator, receiver, statutory manager, or similar official, to that person;
- (d) that person being unable to pay its debts as they fall due in the ordinary course of business;
- (e) the suspension or threatened suspension by that person of the payment of its debts;
- (f) the enforcement of any security against the whole, or a substantial part, of that person's assets; or
- (g) any other insolvency event or proceedings analogous to any of the foregoing occurring;

"Locomotive Engineers" means a driver who is qualified as a locomotive engineer to operate locomotives;

"KiwiRail Networks" means the New Zealand Railways Corporation;

"NRSS 7" means the National Rail System Standard / 7, issue 2;

"Rail Service Licence" means a rail service licence under the Railways Act 2005;

"Railway Network" means the railway network described in Schedule 2;

"Route" means the route identified in Schedule 2

"Towing Services" means the services described in Schedule 2;

"Vehicles" means the vehicles described in Schedule 2 which are to be towed.

2. General references

In this Agreement, unless the context otherwise requires, any references to:

- (a) any act, matter or thing being done on a day that is not a Business Day is to be construed as a reference to that act matter or thing being done on the next Business Day;
- (b) a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment f or to this Agreement.
- (c) "include" and "including" is to be construed without limitation;
- (d) the singular includes the plural and vice versa, and any reference to a gender also denotes the other genders;

- (e) an agreement or instrument includes that agreement or instrument as modified, supplemented, novated or substituted from time to time;
- (f) any law, legislation or legislative provision is to New Zealand law, legislation or legislative provision and includes any statutory modification, amendment, re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (g) a Schedule includes a reference to that Schedule as amended by written agreement between the parties from time to time; and
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

3. Contractors, agents, etc

An act or omission of any director, employee, contractor, sub-contractor or agent of a party is deemed to be an act or omission of that party.

Schedule 2: Towing Services and Charges

Description of Towing Services:

Tow of set of 2 English Electric Units from Woburn Railway Workshops to NZ Rail Museum Ferrymead Siding

Includes

- Pre travel inspection and certification
- Shunt Woburn Railway Workshops to Wellington rail yard
- Shunt on to Interisland line ferry and tie down
- Shunt off at Picton
- Linehaul to Christchurch
- Shunt to Ferrymead siding

Description of Vehicles: Per carriage

DM216, D2687 Electric Unit carriages

Length over couplers = 19200 mm,

Max height = 3581 mm, (over housed pantograph)

Max width = 2610 mm,

Service Weight = 43.5 tonnes.

Maximum speed = 80 kph

Special conditions =

- Fit for travel certification to be completed
- Confirmation of end destination being direct to Ferrymead
- Carriages must travel as a single consist
- Pricing includes fit for travel inspection and ferry tie down chaining. (labour and chain supply only). Any additional expenses excluded.

Travelling staff: Nil

Route/Railway Network:

Wairarapa Line: Woburn to Wellington

Main South Line: Picton to Christchurch

Day(s) for provision of service:

TBA

Charges:

Total price is \$8416 + gst (\$4208 + gst per carriage)

Invoice to be split 50/50 between GWRC and NZ Rail Museum

le \$4208 + gst per invoice.

Report 13.161
Date 30 April 2013
File E/11/03/04

Committee Economic Wellbeing Committee
Authors Wayne Hastie, General Manager, Public Transport
Nigel Corry, General Manager, Environment
Management

General Managers' report to the Economic Wellbeing Committee on 23 May 2013

1. Purpose

To inform the Committee of Greater Wellington Regional Council's activities relating to the Committee's areas of responsibility.

2. The decision-making process and significance

No decision is being sought in this report.

Out of Scope

Out of Scope

3.1.4 English Electrics

The Wellington EMU Preservation Trust has taken possession of the 3-car English Electric Cyclops.

The 2-car Phoenix has yet to be moved to NZ Railway Museum in Christchurch, due to the lack of space on their site. Discussions regarding storage at another location in Christchurch are on-going.

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Recommendations

That the Committee:

1. *Receives the report.*
2. *Notes the content of the report.*

Report prepared by:



Wayne Hastie
General Manager, Public
Transport

Report prepared by:



Nigel Corry
General Manager,
Environment Management



Report 13.31
Date 8 February 2013
File E/11/03/04

Committee Economic Wellbeing Committee
Authors Wayne Hastie, General Manager, Public Transport
Jane Davis, General Manager, Strategy and
Community Engagement

General Managers' report to the Economic Wellbeing Committee on 7 March 2013

1. Purpose

To inform the Committee of Greater Wellington Regional Council's (GWRC) activities relating to the Committee's areas of responsibility.

2. The decision-making process and significance

No decision is being sought in this report.

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

3.2.4 English Electrics

A total of 22 English Electric cars have now been scrapped. Both the NZ Railway Museum and the Wellington EMU Preservation Trust are expected to take ownership of the 2-car Phoenix and 3-car Cyclops respectively in March 2013.

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

5. Recommendations

That the Committee:

- 1. Receives the report.*
- 2. Notes the content of the report.*

Report prepared by:



Wayne Hastie
General Manager, Public
Transport

Report prepared by:

Jane Davis
General Manager, Strategy
and Community Engagement



Report 13.141
Date 15 April 2013
File T/22/01/01

Committee Greater Wellington Rail Ltd
Author Ian Gordon, Rail Assets Team Leader

Greater Wellington Rail Limited update - May 2013

1. Purpose

The purpose of this report is to provide an update of Greater Wellington Rail Limited (GWRL) activities to the Board, covering the period to April 2013.

Out of Scope

Out of Scope

Out of Scope

2.5.5 Disposal of the English Electrics

The Wellington EMU Preservation Trust took possession of 3-car Cyclops on 21 April 2013.

Delays are being experienced in moving the 2-car Pheonix to the NZ Railway Museum in Christchurch due to short term space restrictions. Discussions are on going to find some temporary accommodation for the unit in Christchurch.

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

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Out of Scope

6. **Communication**

No communications are required.

7. **Recommendations**

That the Directors:

1. *Receives the report.*
2. *Notes the content of the report.*

Report prepared by:

Report approved by:

Report approved by:

Ian Gordon
Rail Assets Team Leader

Angus Gabara
Manager, Rail Operations

Wayne Hastie
General Manager, Public
Transport

From: Linda Going <Linda.Going@gw.govt.nz>
Sent: Tuesday, 5 February 2013 10:15 am
To: Ian Gordon
Cc: Philip Crampton; Barry Fryer
Subject: RE: EOI Ganz
Attachments: EOI Ganz.DOC

Hi Ian ,

I have marked up suggested changes to the EOI.

I am not sure if the Ganz Units contain asbestos (as was the case with the EEs) ? If they do then the agreement for sale and purchase needs to include the following additional provision at new para m. . The EOI should also refer to the asbestos (if relevant)

The Purchaser acknowledges that the Vehicle may contain asbestos, and agrees that the responsibility for and all risk associated with the asbestos shall transfer to the Purchaser from the Vehicle Transfer Date.

Let me know if there is any aspect that you need to discuss.

Regards
Linda

Linda Going | Senior Legal Advisor Rail Operations
GREATER WELLINGTON REGIONAL COUNCIL
Te Pane Matua Taiao
142 Wakefield St | PO Box 11646, Manners St, Wellington 6142
T: s7(2)(a) | www.gw.govt.nz | www.metlink.org.nz

Ian Gordon
Monday, 4 February 2013 12:09 p.m.
Linda Going; Philip Crampton; Barry Fryer
EOI Ganz

Hi Everyone,

I have attached a draft EOI document for the disposal of the Ganz fleet which I would like to forward to prospective interested parties within the next fortnight. Could you please have a look at this and provide any comments. I would like to place this on Angus's desk on his return Monday 11 Feb.

<< File: EOI Ganz.DOC >>

Cheers

Ian Gordon | Team Leader, Rail Assets
GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142
Tel: s7(2)(a) Cell: s7(2)(a)
email: ian.gordon@gw.govt.nz

From: Barry Fryer <xxxxx.xxxxx@xx.xxxx.xx>
Sent: Monday, 18 March 2013 10:59 am
To: 'keith.holdsworth@kiwirail.co.nz'; Troy Marsden; Derek Case; Soren Low
Cc: s7(2)(a)@nzrailmuseum.com'
Subject: Phoenix Move
Attachments: KiwiRail Towing Service Agreement - GWRC 290512.doc

Gents,

The 2-car English Electric Phoenix (DM216 and D2687) is currently located at Woburn Hutt Workshops, and we would like to move it to Christchurch, as New Zealand Railway Museum is taking ownership of this historic vehicle, but due to short term space constraints on the Ferrymead site, it will be first stored in a earthquake damaged KiwiRail workshop near Wilson's Road.

Can you please prepare a hook and tow agreement for the movement of Phoenix to Christchurch, the Hook and Tow agreement will be signed by NZ Railway Museum, as they will hold the necessary insurance.

I assume the cost will be similar to the cost of transporting Ferrymead to Christchurch, which was quoted at \$6,000 (See attached).

From our perspective the vehicle can be moved as soon as everything is in order (i.e. hook and tow agreement signed, and vehicle inspection undertaken).

Regards

Barry Fryer | Senior Engineer - EMU Fleet

GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142

T: s7(2)(a) | **M:** s7(2)(a)

www.gw.govt.nz | www.metlink.org.nz

From: Keith Holdsworth <Keith.Holdsworth@kiwirail.co.nz>
Sent: Tuesday, 14 May 2013 2:42 pm
To: Blake Marshall; Chris Paice; Soren Low; Troy Marsden; Alan Hill; Duncan Ness; Derek Case; Leon Bennett
Cc: Barry Fryer
Subject: RE: Phoenix Move & Storage at Linwood/Waltham?

Thanks Blake

One important requirement is that the carriages be equipped with appropriate tiedowns for carriage on IIL?

I believe thy maybe but need this confirmed as part of the inspection.

My intention is to provide H & T but will be subject to a number of conditions such as agreed storage arrangements , inspection costs etc etc.

Therefore any cost indication will only be the actual rail Woburn to Middleton rail yard.

Keith Holdsworth | Key Account Executive KiwiRail Freight

Ph: s7(2)(a) (internal extn s7(2)(a)), Mobile s7(2)(a)

Level 3, 8 – 14 Stanley Street, Parnell, Auckland, 1010 | PO Box 92138, Victoria West, Auckland 1142, New Zealand



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From: Blake Marshall
Sent: Tuesday, 14 May 2013 12:13 p.m.
To: Chris Paice; Keith Holdsworth; Soren Low; Troy Marsden; Alan Hill; Duncan Ness; Derek Case; Leon Bennett
Cc: Barry Fryer
Subject: Phoenix Move & Storage at Linwood/Waltham?

Gentlemen, This issue has come to me via Barry Fryer GWRC this morning, see email trail below. I am endeavouring to get to the bottom of it:

SUMMARY

1. I have been advised by KiwiRail there is no room at Linwood or Waltham for this vehicle so it will have to go straight to NZ Railway Museum.
2. The vehicle needs to be checked and signed off by Derek Case before it travels. There will be costs associated with this. Derek Case/Leon Bennett
3. It could most likely go next week but the check needs to be completed first.

4. A hook and tow agreement needs to be signed. Chris Paice/Keith Holdsworth/GWRC..
5. The cost of the checks and transport needs to be finalised. Keith Holdsworth/Derek Case/Chris Paice.
6. The costs needs to be paid for by GWRC/NZ Rail Museum, GWRC please advise.

Before anything happens the vehicle needs to be signed off by Derek as fit to travel, I will try to provide a timing on this later today.

Blake Marshall
Senior Project Manager,
Mechanical Engineering, KiwiRail Freight



Phone: s7(2)(a) (internal extension: s7(2)(a)) | Mobile: s7(2)(a) | Fax: s7(2)(a)
Level 1, Room 150, Railway Station, 1 Bunny Street, Wellington | PO Box 593, Wellington, 6140

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From: Chris Paice
Sent: Tuesday, 14 May 2013 11:30 a.m.
To: Keith Holdsworth
Cc: Blake Marshall
Subject: RE: RE: FW: Phoenix Move & Storage at Linwood/Waltham?

Thanks Keith – looking forward to receiving the agreement when ready

Blake – are you working on someone in Chch re a place to store Phoenix once it arrives?
Note Keith's comments below should be good to roll early next week (Aratere dependant) – heaps of time for me to get the paper work through the system.

Chris

Chris Paice | Contracts Manager

Ph: s7(2)(a) (internal extn s7(2)(a)) Mobile: s7(2)(a) Fax: s7(2)(a)
KiwiRail Holdings Limited trading as KiwiRail, Level 4, Wellington Railway Station, Bunny Street | PO Box 593, Wellington 6140, New Zealand

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Hi Chris

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I will get on to it and was aware of Troy's concerns re risk with storage etc, this will need resolving between the parties as we will not want to carry any risk during the storage and assuming there is space available.

Hope to get on to this tomorrow.

Reagrds

Keith Holdsworth | Key Account Executive KiwiRail Freight

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GW will talk to NZRM and work out who will pay the bill (as they are going 50/50 on the shipping cost to Chch

NZRM will have to have the insurance in place to cover this transfer.

Who can tell me the car numbers eg ET & EM numbers (just for the record)?

Chris

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Troy see below, I will try and get Barry some information, Chris do you know anything about this ?

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Senior Project Manager,
Mechanical Engineering, KiwiRail Freight



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Troy was keen to ensure that the appropriate KR management sign off had been given for the storage of Phoenix at Waltham, and to ensure that there was a clear understanding of risk ownership while the unit was parked there.

The NZ Railway Museum contact is s7(2)(a) s7(2)(a)@nzrailmuseum.com, s7(2)(a)

I am very keen to get this moving ASAP, to get it off Hutt site, and stop GW paying storage.

If you could find out where this issue is sitting and make some progress on resolving it, it would be much appreciated. Let me know if you have any other questions.

Regards

Barry Fryer | Senior Engineer - EMU Fleet

GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142

T: s7(2)(a) | M: s7(2)(a)

www.gw.govt.nz | www.metlink.org.nz

From: Barry Fryer [<mailto:Barry.Fryer@gw.govt.nz>]

Sent: Tuesday, 2 April 2013 10:59 a.m.

To: Troy Marsden

Subject: RE: FW: Phoenix Move & Storage at Linwood/Waltham?

Can you give me an update on where KR are at with this?

Sorry I was on leave last week.

Regards

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From: Barry Fryer [<mailto:Barry.Fryer@gw.govt.nz>]

Sent: Friday, 22 March 2013 1:24 p.m.

To: Troy Marsden

Subject: FW: Phoenix Move & Storage at Linwood/Waltham?

FYI

From: NRMNZ Treasurer [[mailto:s7\(2\)\(a\)@nzrailmuseum.com](mailto:s7(2)(a)@nzrailmuseum.com)]

Sent: Friday, 22 March 2013 12:47 p.m.

To: Barry Fryer

Subject: Re: Phoenix Move & Storage at Linwood/Waltham?

Hi Barry

Have been away this week

Contact person in Christchurch Duncan Ness s7(2)(a)
it appears that it will stored in the Waltham yard

regards s7(2)(a)

----- Original Message -----

From: Barry Fryer

To: s7(2)(a) nzrailmuseum.com

Sent: Thursday, March 21, 2013 4:26 PM

Subject: FW: Phoenix Move & Storage at Linwood/Waltham?

s7(2)(a)

Are you able to confirm your KR contact person?

Thanks,

Barry Fryer

From: Troy Marsden [<mailto:Troy.Marsden@kiwirail.co.nz>]
Sent: Monday, 18 March 2013 12:33 p.m.
To: Barry Fryer; Keith Holdsworth; Derek Case; Soren Low
Cc: Tom Williams
Subject: Phoenix Move & Storage at Linwood/Waltham?

Barry can you confirm which Building in Chch you planned to store these at, and who at KiwiRail signed this off?

I assume these will need an inspection and work before they can run?

Note the previous quote may not be adequate depending on how much work is required on the vehicles before they can run.

Thanks

Troy Marsden | Project Manager (TM20567)

Ph: s7(2)(a) (internal extn s7(2)(a)) | Cell: s7(2)(a)



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Can you please prepare a hook and tow agreement for the movement of Phoenix to Christchurch, the Hook and Tow agreement will be signed by NZ Railway Museum, as they will hold the necessary insurance.

I assume the cost will be similar to the cost of transporting Ferrymead to Christchurch, which was quoted at \$6,000 (See attached).

From our perspective the vehicle can be moved as soon as everything is in order (i.e. hook and tow agreement signed, and vehicle inspection undertaken).

Regards

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T: [REDACTED] | M: s7(2)(a)

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Blake Marshall

Senior Project Manager,
Mechanical Engineering, KiwiRail Freight



s7(2)(a) (internal extension: s7(2)(a) | Mobile: s7(2)(a) | Fax: s7(2)(a)
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Ph: s7(2)(a) (internal extn s7(2)(a)) | Cell s7(2)(a)



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T: [REDACTED] | M: s7(2)(a)

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From: Barry Fryer <xxxxx.xxxxx@xx.xxxx.xx>
Sent: Wednesday, 16 January 2013 2:47 pm
To: Philippa Lagan
Subject: FW: Press release.
Attachments: Press Release.docx

[For discussion tomorrow](#)

From: s7(2)(a) [redacted]hotmail.com]
Sent: Wednesday, 16 January 2013 2:40 p.m.
To: Barry Fryer
Cc: Daran Ponter - External; Rob Riley; Peter Hill; Andrew James; Mike Hartle; Ben Calcott; Pete Soundy; Dave Hansen
Subject: Press release.

Hi Barry

Please find attached a Press release drafted by myself, could you please forward this on to your Communications team seeking their thoughts and input. If the Communications team wish to also arrange it's release as well as a promotional hand over photo op we are keen as are people from Chch who with 2 days notice can fly up.

Thanks s7(2)(a) [redacted]

From: Barry Fryer <xxxxx.xxxxx@xx.xxxx.xx>
Sent: Wednesday, 15 May 2013 11:00 am
To: 'Blake Marshall'
Subject: RE: Phoenix Move & Storage at Linwood/Waltham?

Sounds good to me.

Thanks for getting this progressing.

Barry Fryer | Senior Engineer - EMU Fleet
GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142
T: s7(2)(a)
www.gw.govt.nz | www.metlink.org.nz

From: Blake Marshall [mailto:Blake.Marshall@kiwirail.co.nz]
Sent: Wednesday, 15 May 2013 10:37 a.m.
To: Chris Paice; Keith Holdsworth; Soren Low; Troy Marsden; Alan Hill; Duncan Ness; Derek Case; Leon Bennett
Cc: Barry Fryer
Subject: RE: Phoenix Move & Storage at Linwood/Waltham?

Ok guys this is the plan please comment if it does not fit with you:

1. Storage required at Linwood/Waltham in order of 6-8 months. Confirm which site Alan Hill/Duncan Ness
2. Costs need to be established. Derek Case inspection and Interislander tie down. Keith Holdsworth for transfer. Alan Hill storage if required. Forward to Blake Marshall
3. Establish timing. Blake Marshall
4. Pass out inspection and Interislander tie down. Derek Case
5. Arrange transfer. Keith Holdsworth after pass out inspection.
6. NZ Rail arranging insurance and will sign of "hook and tow" agreement
7. Hook and tow agreement. Chris Paice. Forward to Blake Marshall
8. On site storage liability waiver. Chris Paice. Forward to Blake Marshall
9. Sign off and billing arrangements: Blake Marshall/ Barry Fryer GWRC/Peter Soundy NZ Rail Museum.
10. Go ahead with transfer. KH/DC/AH/DN

regards

Blake Marshall
Senior Project Manager,
Mechanical Engineering, KiwiRail Freight



Phone: +s7(2)(a) (internal extension: s7(2)(a)) | Mobile: s7(2)(a) | Fax: s7(2)(a)
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I assume these will need an inspection and work before they can run?

Note the previous quote may not be adequate depending on how much work is required on the vehicles before they can run.

Thanks

Troy Marsden | Project Manager (TM20567)

Ph: s7(2)(a) (internal extn s7(2)(a)) | Cell: s7(2)(a)



From: Barry Fryer [<mailto:Barry.Fryer@gw.govt.nz>]
Sent: Monday, 18 March 2013 10:59 a.m.

To: Keith Holdsworth; Troy Marsden; Derek Case; Soren Low
Cc: **Subject:** Phoenix Move

Gents,

The 2-car English Electric Phoenix (DM216 and D2687) is currently located at Woburn Hutt Workshops, and we would like to move it to Christchurch, as New Zealand Railway Museum is taking ownership of this historic vehicle, but due to short term space constraints on the Ferrymead site, it will be first stored in an earthquake damaged KiwiRail workshop near Wilson's Road.

Can you please prepare a hook and tow agreement for the movement of Phoenix to Christchurch, the Hook and Tow agreement will be signed by NZ Railway Museum, as they will hold the necessary insurance.

I assume the cost will be similar to the cost of transporting Ferrymead to Christchurch, which was quoted at \$6,000 (See attached).

From our perspective the vehicle can be moved as soon as everything is in order (i.e. hook and tow agreement signed, and vehicle inspection undertaken).

Regards

Barry Fryer | Senior Engineer - EMU Fleet
GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142
T: 04 830 4253 | M: 021 456 913
www.gw.govt.nz | www.metlink.org.nz

Blake Marshall
Senior Project Manager,
Mechanical Engineering, KiwiRail Freight



Phone: s7(2)(a) (internal extension: s7(2)(a)) | Mobile: s7(2)(a) | Fax: s7(2)(a)
Level 1, Room 150, Railway Station, 1 Bunny Street, Wellington | PO Box 593, Wellington, 6140

Backbone of integrated transport networks

From: Barry Fryer [<mailto:xxxxx.xxxxx@xx.xxxx.xx>]
Sent: Tuesday, 14 May 2013 8:22 a.m.
To: Blake Marshall
Subject: FW: RE: FW: Phoenix Move & Storage at Linwood/Waltham?

Blake,

I have been dealing with Troy regarding moving English Electric Phoenix to Christchurch, but I see he has gone on leave for the rest of May, and has not provided any significant update.

GW is donating Phoenix to NZ Railway Museum which is based on the Ferrymead site in Christchurch, however they are currently short of space on their site, but had arranged with Duncan Ness to temporarily store Phoenix at Waltham yard.

Troy was keen to ensure that the appropriate KR management sign off had been given for the storage of Phoenix at Waltham, and to ensure that there was a clear understanding of risk ownership while the unit was parked there.

The NZ Railway Museum contact is s7(2)(a) , s7(2)(a)@nzrailmuseum.com, s7(2)(a)

I am very keen to get this moving ASAP, to get it off Hutt site, and stop GW paying storage.

If you could find out where this issue is sitting and make some progress on resolving it, it would be much appreciated. Let me know if you have any other questions.

Regards

Barry Fryer | Senior Engineer - EMU Fleet

GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142

T: [REDACTED]
www.gw.govt.nz | www.metlink.org.nz

From: Barry Fryer [<mailto:xxxxx.xxxxx@xx.xxxx.xx>]

Sent: Tuesday, 2 April 2013 10:59 a.m.

To: Troy Marsden

Subject: RE: FW: Phoenix Move & Storage at Linwood/Waltham?

Can you give me an update on where KR are at with this?

Sorry I was on leave last week.

Regards

Barry Fryer | Senior Engineer - EMU Fleet

GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142

T: s7(2)(a)
www.gw.govt.nz | www.metlink.org.nz

From: Barry Fryer [<mailto:xxxxx.xxxxx@xx.xxxx.xx>]
Sent: Friday, 22 March 2013 1:24 p.m.
To: Troy Marsden
Subject: FW: Phoenix Move & Storage at Linwood/Waltham?

FYI

From: NRMNZ Treasurer [[mailto:s7\(2\)\(a\)@nzrailmuseum.com](mailto:s7(2)(a)@nzrailmuseum.com)]
Sent: Friday, 22 March 2013 12:47 p.m.
To: Barry Fryer
Subject: Re: Phoenix Move & Storage at Linwood/Waltham?

Hi Barry

Have been away this week

Contact person in Christchurch Duncan Ness 0274859251
it appears that it will stored in the Waltham yard

regards [s7\(2\)\(a\)](#)

----- Original Message -----

From: Barry Fryer
To: [s7\(2\)\(a\)@nzrailmuseum.com](#)
Sent: Thursday, March 21, 2013 4:26 PM
Subject: FW: Phoenix Move & Storage at Linwood/Waltham?

[s7\(2\)\(a\)](#)

Are you able to confirm your KR contact person?

Thanks,

Barry Fryer

From: Troy Marsden [<mailto:Troy.Marsden@kiwirail.co.nz>]
Sent: Monday, 18 March 2013 12:33 p.m.
To: Barry Fryer; Keith Holdsworth; Derek Case; Soren Low
Cc: Tom Williams
Subject: Phoenix Move & Storage at Linwood/Waltham?

Barry can you confirm which Building in Chch you planned to store these at, and who at KiwiRail signed this off?

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Thanks

Troy Marsden | Project Manager (TM20567)

Ph: s7(2)(a) (internal ext: s7(2)(a)) | Cell: s7(2)(a)



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Sent: Monday, 18 March 2013 10:59 a.m.
To: Keith Holdsworth; Troy Marsden; Derek Case; Soren Low
Cc: **Subject:** Phoenix Move

Gents,

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Regards

Barry Fryer | Senior Engineer - EMU Fleet
GREATER WELLINGTON REGIONAL COUNCIL | 142 Wakefield St | PO Box 11646, Manners St, Wellington 6142
T: s7(2)(a)
www.gw.govt.nz | www.metlink.org.nz

Public Excluded

File: TP/01/06/07

Report PE 12.499

Economic Wellbeing Committee

Minute extract from meeting held on 25 October 2012

Disposal of the English Electric Fleet

Angus Gabara spoke to the report.

Moved

(Mr Rangi / Cr Swain)

That the Committee:

1. *Receives the report.*
2. *Notes the content of the report.*
3. *Agrees to:*
 - a. *hold three cars in reserve whilst officers negotiate their sale to private individuals. If the sale(s) falls through then the cars are to be scrapped.*
 - b. *donate a second trailer car to the NZ Defence Force.*
 - c. *officers commencing discussions with the Wellington EMU Preservation Trust with a view to GWRL donating them the Cyclops, along with any useful inventory, as soon as they have sufficient funds towards the relocation costs.*
 - d. *officers commencing discussions with the National Railway Museum with a view to GWRL donating them the 2-car Phoenix, along with any useful inventory.*
 - e. *officers commencing immediate scrapping of the remaining 20 cars.*

The motion was **CARRIED**.

#1143376

Press Release (GWRC regarding Historic Railway Units)

After a life of over 60 years moving Wellington commuters some of the English Electric which were withdrawn during 2012 are set to move to new homes. Greater Wellington Regional Council (the units owners) are please to confirm that the 2 remaining red celebrity units DM556 "Cyclops" and DM216 "Phoenix" along with related trailers have been secured by preservation groups.

DM556 "Cyclops" has been secured by the Wellington Heritage Multiple Unit Preservation Trust and will be based at the Rimutaka Incline Railway Heritage Trust site at Maymorn Upper Hutt. Plans include returning the unit to Mainline Certification enabling it to return to operation.

DM216 "Phoenix" is bound for the National Railway Museum Project taking place alongside the Ferrymead Railway at The Ferrymead Historic Park Christchurch. DM216 got the name "Phoenix" after the unit was rebuilt from parts and withdrawn units by Hutt Workshops in 2008 rising from the ashes like the mythical bird of the same name.

For further information the following links are available.

English Electric Units

http://en.wikipedia.org/wiki/New_Zealand_DM_class_electric_multiple_unit

Wellington Heritage Multiple Unit Preservation Trust.

<https://www.facebook.com/WellingtonHeritageRailwayMultipleUnitPreservation>

or

<http://cyclopsemu.drupalgardens.com/>

National Railway Museum

<http://www.nzrailmuseum.com/>

Photo 1 DM556 leads DM216 through Petone bound for Wellington 10/09/2009.

© Bryce Pender

Photo 2 D2411 (trailer car of DM556) sitting in the storage yards Wellington Station 23/12/2008

© Bryce Pender

Full photos (Jpeg) can be supplied as needed as can a range of others.





Wellington Regional Council
14 AUG 2012

FILE REF:	
T / 2308/01	
Doc. No.	
Referred to	Int
A. Gabara	

RAIL TRANSPORT MANAGER
GREATER WELLINGTON REGIONAL COUNCIL
P.O.BOX. 11646
MANNER PLACE
WELLINGTON 6142

Dear Sir/Madam

With the retirement of the old English Electric Units from the Wellington rail system we as an organization we would like to help your council in preserving units for the future of New Zealand.

The Museum is presently being built and we would in time have covered storage space and display space for some of the units which you may want to keep. The second advantage is that the Canterbury Railway Society has the facilities to run the electric units(which we will have a rail connection to) so we could give the punters a memorable time by giving them small electrified journeys.

The Museum will be able to display other items that you may want stored such as old structure parts and power supplies that would become history in the future.

This could become an extension of your organization with special emphasis to the GWRC keeping historical items for the country to keep and see.

As you will appreciate this is a first contact letter, a lot more communication would have to be agreed upon before an agreement can become reality

Regards

P(Pete) D Soundy (treasurer)
021545684
treasurer@nzrailmuseum.com



Wellington Regional Council

4 APR 2013

FILE REF:	
T 23/08/01	
-VI	
Doc. No.	
Referred to	Int
A. Gabara	
B. Fryer	

27th March 2013

MR BARRY FRYER
C/O G. W. R. COUNCIL
P. O. BOX. 11646
WELLINGTON 6142

Greetings Barry

Enclosed are the copies of the sales agreement

We have signed all three documents

Our organization awaits your reply with the dates etc for the hand over or movement to Christchurch

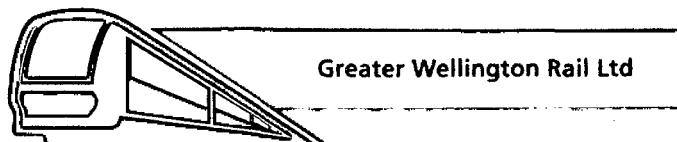
Thanks again for your assistance in this mater

Yours sincerely

P(Pete) D Soundy (treasurer)

021545684

treasurer@nzrailmuseum.com



28TH March 2013

T/23/08/01

National Railway Museum of New Zealand Incorporated
PO Box 19 027
Woolston
Christchurch 8241

PO Box 11646
Wellington 6142
142 Wakefield St
New Zealand
T 04 384 5708
F 04 802 0352
www.gw.govt.nz

Dear Trustees,

Sale and Purchase of English Electric Vehicles – DM216, D2687 known as Phoenix, and associated Inventory

This letter records the agreement between Greater Wellington Rail Limited (**GWRL**) and the National Railway Museum of New Zealand Incorporated (**NRMNZ**), to transfer ownership of English Electric Vehicles DM216 and D2687 –otherwise known as Phoenix (the **Vehicles**) and associated inventory on the following terms (the **Agreement**):

- a. The purchase price is \$1.00 plus GST (if any) (**Purchase Price**);
- b. In consideration of the Purchase Price (receipt of which is acknowledged by GWRL), GWRL agrees to transfer the Vehicles and associated inventory to NRMNZ, for the purposes of preservation and restoration;
- c. The transfer of the Vehicles will be effected on to be agreed upon by both parties (**Vehicle Transfer Date**) at which time all risk in the Vehicles passes to NRMNZ;
- d. The Purchase Price will be paid on the Vehicle Transfer Date;
- e. The Vehicles are stored at the KiwiRail Workshops, Woburn, Lower Hutt.
- f. GWRL provides no warranties as to the Vehicles and transfers the Vehicles on an as is where is basis;
- g. GWRL is not responsible to provide or transfer any records, spare parts, tools or any other material associated with the Vehicles;
- h. NRMNZ acknowledges and agrees that NRMNZ is not relying on any representation or warranty of GWRL. All express or (to the extent permitted by law) implied, or other representations or warranties of GWRL in relation to the Vehicle are expressly excluded;

- i. GWRLs liability to NRMNZ (if any) under this Agreement, shall be limited to the amount of the Purchase Price;
- j. GWRL will arrange for the release of any security interest that it holds in the Vehicles from the Vehicle Transfer Date.
- k. NRMNZ will be responsible for the collection and transporting of the Vehicles from their current location at the KiwiRail Workshops, Woburn, Lower Hutt. But GWRL will cover half of the reasonable costs (not exceeding \$5,000) associated with transportation via rail to NRMNZ.
- l. The Purchaser acknowledges that the Vehicle may contain asbestos, and agrees that the responsibility for and all risk associated with the asbestos shall transfer to the Purchaser from the Vehicle Transfer Date.

Please confirm acceptance of these terms and this Agreement by signing and returning the enclosed copy of this letter.


SIGNED on behalf of
Greater Wellington Rail Limited:

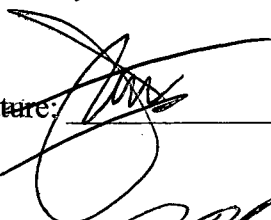
Director Name: _____

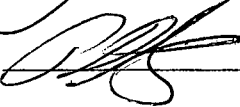
Director Signature: _____

Date: _____

SIGNED on behalf of the
National Railway Museum of New Zealand:

Trustee Name: COLIN DASH Trustee Signature:  Date: 26-3-13

Trustee Name: JOHN FLETCHER Trustee Signature:  Date: 27-3-13

Trustee Name: P.D. Sounny Trustee Signature:  Date: 27-3-13

