

# Waimakariri District Council

# Agenda

Tuesday 4 June 2024

1.00pm

Council Chambers  
215 High Street  
Rangiora

**Members:**

Mayor Dan Gordon

Cr Neville Atkinson

Cr Al Blackie

Cr Robbie Brine

Cr Brent Cairns

Cr Tim Fulton

Cr Jason Goldsworthy

Cr Niki Mealings

Cr Philip Redmond

Cr Joan Ward

Cr Paul Williams

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An ordinary meeting of the Waimakariri District Council will be held in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora, on **Tuesday 4 June 2024** commencing at 1pm.

Sarah Nichols  
GOVERNANCE MANAGER

**Recommendations in reports are not to be construed as  
Council policy until adopted by the Council.**

## **BUSINESS**

*Page No*

1. **APOLOGIES**

2. **CONFLICTS OF INTEREST**

*Conflicts of interest (if any) to be reported for minuting.*

3. **ACKNOWLEDGEMENTS**

4. **CONFIRMATION OF MINUTES**

4.1 **Minutes of a meeting of the Waimakariri District Council held on Tuesday 7 May 2024**

9 - 20

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting held on Tuesday 7 May 2024.

4.2 **Minutes of a meeting of the Waimakariri District Council for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Wednesday 8 May 2024 commencing at 9am in Kaiapoi.**

21 - 25

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Wednesday 8 May 2024 in Kaiapoi.

4.3 **Minutes of a meeting of the Waimakariri District Council for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Wednesday 8 May 2024 commencing at 2.30pm in Oxford.**

26 - 31

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Wednesday 8 May 2024 in Oxford.

4.4 **Minutes of a meeting of the Waimakariri District Council for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Thursday 9 May 2024 in Rangiora.**

32 - 49

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Thursday 9 May 2024 in Rangiora.

4.5 **Minutes of a meeting of the Waimakariri District Council for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Friday 10 May 2024 in Rangiora.**

50 - 54

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting for the hearing of submissions to the Draft 2024/34 Long Term Plan held on Friday 10 May 2024 in Rangiora.

**MATTERS ARISING (from Minutes)**

5. **DEPUTATIONS AND PRESENTATIONS**

Nil

6. **ADJOURNED BUSINESS**

Nil.



## 7. REPORTS

### 7.1 Submission Environment Canterbury Long Term Plan – T Allinson (Senior Policy Analyst) 55 - 67

#### *RECOMMENDATION*

**THAT** the Council:

- (a) **Receives** Report No. 240416059490.
- (b) **Receives** the attached submission on Environment Canterbury's Long-Term Plan. (TRIM: 240327048995)
- (c) **Circulates** the report and attached submission to the community boards for their information.

### 7.2 46 Main North Road, Kaiapoi – Public and Iwi Feedback – Reserve Classification – A Childs (Acquisitions and Disposals Officer), C Taylor-Claude (Parks Officer)

68 - 82

#### *RECOMMENDATION*

**THAT** the Council:

- (a) **Receives** Report No. 240502069340.
- (b) **Notes** Council has previously approved the proposal for the classification of 46 Main North Road as a Local Purpose Amenity Linkage Reserve under the Reserves Act 1977.
- (c) **Notes** the feedback received from Te Ngāi Tūāhuriri Rūnanga and that no submissions or objections were received from the public following the public notification.
- (d) **Approves** the classification of 46 Main North Road, Kaiapoi as a Local Purpose Amenity Linkage Reserve under section 16(1) of the Reserves Act 1977
- (e) **Delegates** to the Chief Executive and Property Manager authority to complete and execute any documentation required in conjunction with the Reserve Classification in line with the above Council approval.
- (f) **Circulates** this report to the Kaiapoi-Tuahiwi Community Board.

### 7.3 129 Johns Road, Mini Bus Trust Lease – G MacLeod (Community Greenspace Manager), G Steele (Property Acquisitions and Disposals Manager)

83 - 145

#### *RECOMMENDATION*

**THAT** the Council:

- (a) **Receives** Report No. RES-08 / TRIM 240509073975.
- (b) **Approves** staff issuing a lease of 30 years (in total) to the North Canterbury Mini Bus Trust for approximately up to 1735m2 of land located at 129 Johns Road, Rangiora. This will include two terms for rights of renewal with standard conditions as well as the following.
- (c) **Approves** an annual peppercorn rental charge to be payable to Council.
- (d) **Notes** that any development on the site is to be in accordance with relevant resource and building consent conditions.
- (e) **Notes** that the current design will need to be amended to have one road access only, at present it has a one-way system in and out.

- (f) **Notes** that the cost of building and development of the lease area sits with the North Canterbury Mini Bus Trust.
- (g) **Notes** that the North Canterbury Mini Bus Trust will be responsible for maintenance within the lease area, ensuring that it has relevant insurance for its assets and that it pays rates as an outgoing for the lease area.
- (h) **Notes** that the land at 129 Johns Road, outside of the lease area is available for Council to consider other development opportunities. This may or may not include housing.
- (i) **Notes** that this land was procured for use as a road. As such the granting of lease to the North Canterbury Mini Bus Trust will require an internal transfer of funds from the reserves account to the roading account for this portion of the land.
- (j) **Approves** allocation of \$1,190,000 plus GST (if any) in the reserves account to be used for the purpose of obtaining 129 Johns Road property.
- (k) **Notes** the anticipated impact of this would be a decrease in the roading account of \$3.22 per property and an increase in the recreation account of \$3.47 per property. The difference in the rate is due to fewer properties being charged under the recreation account.
- (l) **Notes** the sites current market value is \$1,190,000 plus GST (if any) as assessed in February by a registered valuer.
- (m) **Notes** the great service that the Mini Bus Trust provides for our community and recognises that this supports many who would otherwise not be able to access necessary services.
- (n) **Notes** that this development is in an area with residential and school so there is a level of amenity expectation within the area. The Greenspace Unit will work with the MBT to ensure there are quality edge effects and landscaping in place.
- (o) **Notes** that if Council decides not to use the land for the MBT, there is a moral obligation to once again, offer the land to the previous owner.

## 8. **MATTERS REFERRED FROM COMMITTEES OR COMMUNITY BOARDS**

Nil

## 9. **HEALTH, SAFETY AND WELLBEING**

### 9.1 **Health, Safety and Wellbeing Report May 2024** - J Millward (Chief Executive)

146 - 158

#### *RECOMMENDATION*

**THAT** the Council

- (a) **Receives** report no. 240520081012.
- (b) **Notes** that there were no notifiable incidents this month. The organisation is, so far as is reasonably practicable, compliant with the duties of a person conducting a business or undertaking (PCBU) as required by the Health and Safety at work Act 2015.
- (c) **Circulates** this report to the Community Boards for their information.

## 10. **COMMITTEE MINUTES FOR INFORMATION**

### 10.1 **Minutes of a meeting of the Audit and Risk Committee of 14 May 2024**

159 - 168

## RECOMMENDATION

- (a) **THAT** Item 10.1 be received for information.

### 11. **COMMUNITY BOARD MINUTES FOR INFORMATION**

11.1	<u>Minutes of the Oxford-Ohoka Community Board meeting of 8 May 2024</u>	169 - 176
11.2	<u>Minutes of the Rangiora-Ashley Community Board meeting of 8 May 2024</u>	177 - 184
11.3	<u>Minutes of the Woodend-Sefton Community Board meeting of 13 May 2024</u>	185 - 193
11.4	<u>Minutes of the Kaiapoi-Tuahiwi Community Board meeting of 20 May 2024</u>	194 - 203

## RECOMMENDATION

- (a) **THAT** Items 11.1 to 11.4 be received for information.

### 12. **COUNCIL PORTFOLIO UPDATES**

- 12.1 **Iwi Relationships** – Mayor Dan Gordon
- 12.2 **Greater Christchurch Partnership Update** – Mayor Dan Gordon
- 12.3 **Government Reforms** – Mayor Dan Gordon
- 12.4 **Canterbury Water Management Strategy** – Councillor Tim Fulton
- 12.5 **Climate Change and Sustainability** – Councillor Niki Mealings
- 12.6 **International Relationships** – Deputy Mayor Neville Atkinson
- 12.7 **Property and Housing** – Deputy Mayor Neville Atkinson

### 13. **QUESTIONS**

*(under Standing Orders)*

### 14. **URGENT GENERAL BUSINESS**

*(under Standing Orders)*

### 15. **MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

*Section 48, Local Government Official Information and Meetings Act 1987.*

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it is moved:

1. That the public is excluded from the following parts of the proceedings of this meeting.

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Item No.	Subject	Reason for excluding the public	Grounds for excluding the public-
15.1	Confirmation of Public Excluded Minutes of Council meeting of 7 May 2024	Good reason to withhold exists under section 7	To protect the privacy of natural persons, including that of deceased natural persons (s7(2)(a) and to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) LGOIMA Section7(2)(i).

Item No.	Subject	Reason for excluding the public	Grounds for excluding the public-
15.2	Minutes for information of Public Excluded portion of the Audit and Risk Committee meeting of 14 May 2024	Good reason to withhold exists under section 7	To protect the privacy of natural persons, including that of deceased natural persons (s 7(2)(a) and to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (s 7(2)(i)).
<b>REPORTS</b>			
15.3	Contract 24/08 Northeast Rangiora Water Supply Main Tender Evaluation and Contract Award	Good reason to withhold exists under section 7	<p>The recommendations in this report be made publicly available but that the contents remain public excluded as there is good reason to withhold in accordance with Section 7(h) of the Local Government Official Information and Meetings Act; “enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities”.</p> <p>In accordance with the Conditions of Tendering, all tenderers will be advised of the name and price of the successful tenderer, and the range and number of tenders received. This information will be made available to the public if requested.</p>
15.4	Acquisition of Easements – Rangiora properties	Good reason to withhold exists under section 7	The report, attachments, discussion, and minutes remain public excluded for reasons of protecting the privacy of natural persons and enabling the local authority to carry on without prejudice or disadvantage, negotiations (including commercial and industrial) negotiations and maintain legal professional privilege as per LGOIMA Section 7 (2)(a), (g) and (i). Once the various negotiations and transactions are concluded, the recommendations included in the report may be released.
15.5	Pegasus Community Centre Sale and Purchase Agreement	Good reason to withhold exists under section 7	The report, discussion and minutes remain public excluded for reasons of commercial sensitivities and negotiations under LGOIMA section 7(2)(i) however the resolutions can be publicly released following execution of the agreement with Templeton Project Limited
15.6	South MUBA Project Update	Good reason to withhold exists under section 7	The report, attachments, discussion, and minutes remain public excluded for reasons of protecting the privacy of natural persons and enabling the local authority to carry on without prejudice or disadvantage, negotiations (including commercial and industrial) and maintain legal professional privilege as per LGOIMA Section 7 (2)(a), (g) and (i)

### **CLOSED MEETING**

*Refer to Public Excluded Agenda (separate document)*

### **OPEN MEETING**

## **16. NEXT MEETING**

The next ordinary meeting of the Council is scheduled for Tuesday 2 July 2024, commencing at 9am to be held in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora.

**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL HELD IN KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON TUESDAY 7 MAY 2024 WHICH COMMENCED AT 1PM.**

**PRESENT**

Mayor D Gordon (Chairperson), Deputy Mayor N Atkinson, Councillors, A Blackie, R Brine, B Cairns, T Fulton, J Goldsworthy, N Mealings, P Redmond (virtual), P Williams and J Ward (until 2:53pm).

**IN ATTENDANCE**

J Millward (Chief Executive), G Bell (Acting General Manager Finance and Business Support), S Hart (General Manager Strategy Engagement and Economic Development), W Harris (Planning Manager), M Maxwell (Strategy and Business Manager), J Read (Greenspace Planner), M Kwant (Greenspace Community Projects Officer) and C Fowler-Jenkins (Governance Support Officer).

There were 17 members of the public present.

**1. APOLOGIES**

Moved: Councillor Blackie

Seconded: Councillor Mealings

**THAT** an apology for early departure be received and sustained from Councillor Ward who departed at 2:53pm.

**CARRIED**

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. ACKNOWLEDGEMENTS**

Mayor Gordon acknowledged the passing of former Community Board member Keith Galloway, who served on the Rangiora Advisory Board from 2010 to 2016 and on the Rangiora-Ashley Community Board from 2016 to 2019. A number of members had the pleasure of serving with K Galloway, who had extensive knowledge of the history of the local towns and was very passionate about Rangiora. Given K Galloway's contribution to the Rangiora community, Mayor Gordon and Councillors stood to observe a moment's silence.

**4. CONFIRMATION OF MINUTES**

**4.1 Minutes of a meeting of the Waimakariri District Council held on Tuesday 2 April 2024**

Moved: Councillor Goldsworthy

Seconded: Councillor Williams

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of a meeting of the Waimakariri District Council meeting held on Tuesday 2 April 2024.

**CARRIED**

**MATTERS ARISING (from Minutes)**

There were no matters arising.

## 5. **DEPUTATIONS AND PRESENTATIONS**

### 5.1 **Proposed Solar Farm installation on 87 Upper Sefton Road, Ashley - D Fordyce and M Scown**

D Fordyce advised that he was a resident of Beattie's Road, Ashley, which borders the proposed solar farm installation at 87 Upper Sefton Road. In 2023, Upper Sefton Road residents were made aware of a resource consent application by Solar Bay Limited to develop along Upper Sefton Road. Many residents had concerns that the consent would be non-notifiable. These concerns led to some of the neighbouring landowners organising a public meeting, which had over 30 attendees. He noted that the company seeking the resource consent was a wholly owned subsidiary of Energy Bay Proprietary Limited based in Sydney. As part of the consent process, they visited the immediate neighbours in an effort to gain signatures on approval documents.

D Fordyce explained that the solar power industry was unregulated worldwide and seemed to have no parameters or rules regarding operations or appropriate sizing. He could not find any regulations other than the Resource Management Act of 1991 relating to solar power. He noted that as LUC2 land, 87 Upper Sefton Road was designated for pastoral farming and, as such, was protected by the National Policy Statement Regulations of October 2022.

D Fordyce reported that MainPower was establishing a solar farm on low-grade land at Eyrewell Forest, away from residential properties, which allowed for a clear buffer zone. However, the proposed solar farm at 87 Upper Sefton Road would have neighbours' residential dwellings within 50 and 100 metres of the proposed installation. Data gathered showed that solar farms should not be developed within 800 metres and, in some cases, up to two kilometres of residential properties. If the proposed development proceeded, the Ashley Village and Ashley School would be within two kilometres from the solar farm. Also, 87 Upper Sefton Road was within 900 metres of the local well which supplied much of Ashley's water.

D Fordyce noted that large solar installations caused heat bubbles because the panels were, at best, only 20% efficient, with 80% of the energy being reflected back into the atmosphere. Heat bubbles could cause a temperature rise of between three and five degrees. The heat from larger solar farms had shown to cause localised weather alterations. As the Council had embraced the climate change agenda, it must consider the associated effects of its consenting processes. Furthermore, one of his greatest concerns was the effect of this proposal and the unknown effects of solar power generation on mental health.

M Scown advised that research on the potential mitigating factors around property valuations ranged from 4.5% to 30%. In terms of managing potential risk, there were no international guidelines for the safe use of solar panels or any mitigating factors. He thought it was incumbent on any council that was going to have a solar farm in their area to be mindful of that. He further noted that residents were informed that the power generated from the proposed solar farm was not for local consumption, as it would be on sold to businesses south of Christchurch.

Mayor Gordon noted that the resource consent application for the proposed solar farm installation at 87 Upper Sefton Road was currently on hold as there were a number of questions pending. He undertook that when the Council had more information, he would arrange a further discussion for residents to explain the process and possible next steps.

## 6. **ADJOURNED BUSINESS**

Nil.

## 7. **REPORTS**

### 7.1 **Northern Pegasus Bay Bylaw 2024 – Draft for Consultation** – S Docherty (Senior Policy Analyst) on behalf of the Northern Pegasus Bay Bylaw Hearing Panel

M Maxwell spoke to the report, noting at a meeting on 2 May 2023, the Council adopted the Northern Pegasus Bay Bylaw 2016 (amended 2023) as an interim bylaw, noting that the full Bylaw review would be undertaken in 2024. Public consultation took place from 20 December 2023 to 1 March 2024 to understand what was working and what needed more consideration. The Council also conducted a Beach User Survey. Stakeholder feedback was gained through the Northern Pegasus Bay Advisory Group.

The Council received 48 submissions, and 380 people completed the Beach User Survey. The Beach User Survey highlighted that vehicles and dogs were considered the two main challenges.

M Maxwell advised that the Council convened a hearing panel that considered seven proposed changes to the current bylaw. The proposed Northern Pegasus Bay Bylaw 2024 would acknowledge the Hurunui District Council's Northern Pegasus Bay Bylaw, noting that they did not necessarily have the same rules. Changes included additional restrictions on dogs, aircraft, fire, and fireworks. The bylaw remained the most effective way to manage the Northern Pegasus Bay area, and community engagement events were planned for Waikuku, Pegasus, Pines/Kairaki and a session with the Canterbury Aero Club.

Deputy Mayor Atkinson asked how the Council aimed to inform the public about the proposed changes to the current Northern Pegasus Bay Bylaw before the start of the white baiting season. M Kwant acknowledged that there would not be much time; however, the only change that may affect white baiters was the proposed prohibition of dogs from the Ashley River/Rakahuri and Saltwater Creek estuarine areas.

Councillor Williams sought clarity on the area where dogs would be allowed. M Kwant confirmed that the walkway from the Ashley/Rakahuri carpark to the beach would have a defined boundary.

Councillor Williams noted that Environment Canterbury (ECan) would undertake enforcement via a Ranger service. M Kwant explained that the Ranger would focus on biodiversity. The Council and ECan would continue their enforcement services.

Councillor Fulton questioned the number of complaints about dogs received under the existing bylaw. M Kwant noted that continued public feedback showed that nuisance dogs were a key recurring challenge. The Council received numerous complaints about dogs from the Ashley/Rakahuri River Care Group.

Councillor Mealings enquired how the Council identified people who were driving on dunes and destroying vegetation to enforce the bylaws. M Kwant acknowledged that it was difficult to enforce the bylaw if staff did not witness the illegal access to the beach.

Moved: Councillor Blackie

Seconded: Mayor Gordon

**THAT** the Council:

- (a) **Receives** Report No. 240322045967.
- (b) **Approves** the *Northern Pegasus Bay Bylaw 2024 - Draft for Consultation (Attachment i, 240321044727)* for public consultation between mid-May and mid-June 2024.
- (c) **Approves** the *Northern Pegasus Bay Bylaw 2024 Implementation Plan – Draft for Consultation (Attachment ii, 240321044722)* for public consultation, to occur between mid-May and mid-June 2024.
- (d) **Nominates** the General Manager, Strategy, Engagement and Economic Development to approve any minor edits to the Northern Pegasus Bay Bylaw 2024 - Draft for Consultation and Implementation Plan (Attachments i and ii) (final print-ready version) as required prior to public consultation commencing.
- (e) **Approves** the Northern Pegasus Bay Bylaw 2016 (amended 2023) Hearing Panel consist of Councillors A Blackie (*Chair*), J Goldsworthy, P Redmond and Kaiapoi-Tuahiwi Board Member T Bartle and Woodend-Sefton Community Board Member S Powell.
- (f) **Notes** the 2024 Beach User Survey (attachment vii) was completed by 380 beach users. Consistent with previous surveys in 2019 and 2021, this survey identified the main issues relating to vehicles and dogs.
- (g) **Circulates** this report to the Community Boards for information.

**CARRIED**

Councillor Blackie supported the motion and commended staff for the work they have done. He noted that enforcement of the Northern Pegasus Bay Bylaw remained a challenge. It seemed that the concerns about horses in beach areas had been resolved over the last six years. However, dogs seemed to be a larger challenge.

Mayor Gordon acknowledged the work the staff had undertaken and commented that the Council had received positive feedback about the review process. He noted the Council hoped to discourage negative behaviour through education, as enforcement was the last thing that the Council wanted to undertake. He commented that he had a conversation with the new Member of Parliament for Rangitata, who was contemplating putting forward a Private Members Bill to give councils more bylaw enforcement powers.

Councillor Brine expressed concern about the proposed prohibition of dogs on the seaward side down to the mouth. He believed that most people kept their dogs close to their gear and vehicles.

Councillor Redmond supported the motion, as it came down to a question of balance; there was biodiversity and competing users of a public space. He commented that there were excellent submissions, and the hearing panel had a robust discussion.

Councillor Ward supported the motion and noted that most people were responsible on the beach.

In his right of reply, Councillor Blackie advised that there has been a shift in emphasis during the last six years. Emphasis was now on biodiversity, ecology, and especially birds. There needed to be a balance between recreational use and preserving some of the endangered species in beach areas. The dogs on the hard sand were crossing into the estuary, and although there was not much of evidence that there were birds hatching, the Ashley/Rakahuri River Care Group pointed out strongly that the disturbance was enough to upset the nesting ecology of the birds.

## 7.2 Draft Long Term Plan Submissions Overview and Late Submissions – H Street (Corporate Planner)

S Hart took the report as read.

There were no questions from elected members.

Moved: Deputy Mayor Atkinson

Seconded: Councillor Williams

**THAT** the Council:

- (a) **Receives** Report No. 240424065611.
- (b) **Approves** that the late submissions from Recreation Aotearoa and Trevor Smith, received after the draft 2024-34 Long Term Plan submissions deadline of 15 April 2024, be received, and included as part of the draft Long Term Plan consultation and engagement process.
- (c) **Notes** that a further and more comprehensive Deliberations Special Consultative Procedure Report will be completed by 9 May 2024 and provided to Councillors ahead of the upcoming Deliberations scheduled for May 2024.

**CARRIED**

## 7.3 Proposed Changes to Treasury Policy – G Bell (Acting General Manager Finance and Business Support)

G Bell explained the importance of the Treasury Policy, which provided the framework for all of the Council's treasury activities and defined key responsibilities and operating parameters within which borrowing and investment activity was to be carried out. The policy also met the Council's obligation under the Local Government Act 2002 to have in place Liability Management and Investment Policies. The policy was reviewed every three years in accordance with the Council's Quality System Framework, and the last review was conducted in March 2021.



Mayor Gordon asked if the views of Audit New Zealand, Standard and Poors, or Bancorp had been sought on the proposed changes to the Council's Treasury Policy. G Bell advised that the limits referred to in the policy were related to the Council borrowing from the Local Government Funding Agency. Standard and Poors measured the Council's financial plans and actuals, and Bancorp provided financial advice to the Council. Hence, their views were not sought on the proposed changes to the Council's Treasury Policy.

Councillor Williams enquired about the Council's debt limits compared to other councils. G Bell noted that in terms of national position, the Council ranked approximately 18<sup>th</sup> to 20<sup>th</sup>, which was also reflected of its size. At its current debt level, the Council was considered a mid-borrower.

Councillor Brine noted that a few submissions to the draft 2024-34 Long Term Plan had suggested appointing an independent member to the Audit and Risk Committee. He questioned if this would fall under the auspice of the Treasury Policy. G Bell confirmed that it was a separate matter, and while most councils had been moving away from appointing independent Audit and Risk Committee members there were benefits in having an independent member, however some lack local knowledge.

Councillor Ward asked what effect rebuilding infrastructure after the 2010 earthquakes had on the Council's debt levels. G Bell explained that legacy debt caused by the event increased the Council's debt at the time, and that trend had continued. However, the Council's current debt levels were not problematic.

Responding to a question from Councillor Fulton, G Bell noted that this was a limit to Council borrowing set out in the policy was self-imposed. It was not advisable for any council to borrow up to its imposed limits because if any emergency/event occurred, the council's capacity to deal with it would be restricted.

Councillor Redmond questioned why the proposed change to the Treasury Policy was not considered by the Audit and Risk Committee before being submitted to Council for approval. G Bell acknowledged that the policy should have been submitted to the Audit and Risk Committee. The policy was reviewed every three years in accordance with the Council's Quality System Framework, and the last review was conducted in March 2021.

Councillor Williams noted that some other councils seemed to be reaching the borrowing limit. He enquired what impact this may have on the Council. G Bell noted that the limit was to set a level that was unlikely to cause problems or default. The fact that the Council was near the limit showed the policy was working.

Moved: Councillor Ward

Seconded: Councillor Goldsworthy

**THAT** the Council:

- (a) **Receives** report No. 240407053570.
- (b) **Approves** the amendments made to the Treasury Policy.
- (c) **Notes** the amendments to the Treasury Policy do not have a financial impact on the Council, and the treasury framework in place minimises any risk to treasury compliance.
- (d) **Notes** that the changes proposed do not have an impact on the financial strategy included in the 2024-35 Long-Term Plan.

**CARRIED**

As the Finance Portfolio Holder, Councillor Ward supported the motion. She was very cognisant of the Council's financial responsibilities and believed the Council took its financial accountability seriously, which was reflected in its operation.

Councillor Goldsworthy concurred with Councillor Ward and also supported the motion.

Mayor Gordon endorsed Councillor Ward's remarks and supported the motion. He believed it was a sound policy that showed the Council understood the risk they were willing to accept. The Waimakariri was a growth district, and to grow, the Council's borrowing needed to reflect intergenerational equity. Mayor Gordon express thanks to G Bell for the work done in reviewing the Treasury Policy.

Councillor Fulton thanked G Bell for clarifying the relationship between the Council and the Local Government Funding Agency. He noted that with autonomy came responsibility, which placed much onus on the Audit and Risk Committee.

Deputy Mayor Atkinson endorsed the motion and believed that the Council could be proud of the work done by the Audit and Risk Committee. He had chaired the Audit and Risk Committee for a number of years, and the level of oversight had tripled in recent years.

In her right of reply, Councillor Ward noted that many councils' Audit and Risk Committees had independent Chairpersons; however, she thought that the Council did not need one currently.

7.4 **Local Government New Zealand (LGNZ) Annual Conference Attendance 2024 – S Nichols (Governance Manager)**

J Millward took the report as read.

There were no questions from elected members.

Moved: Deputy Mayor Atkinson

Seconded: Councillor Blackie

**THAT** the Council:

- (a) **Receives** report No. 240420062990.
- (b) **Approves** Councillor Goldsworthy attending the Local Government New Zealand Conference from 21 to 23 August 2024 in Wellington, accompanying the Mayor and Chief Executive.
- (c) **Notes** that a report from attendees will be provided to a future workshop to discuss information and opportunities learnt from the attendance.

**CARRIED**

Deputy Mayor Atkinson commented that it was beneficial for first-term Councillors to attend a Local Government Conference as the networking opportunities were important.

8. **MATTER REFERRED FROM THE RANGIORA-ASHLEY COMMUNITY BOARD MEETING OF 10 APRIL 2024**

- 8.1 **Proposed Land Exchange between Council's Drama Club Reserve (124 Church Street) and a pending Faye Construction Ltd Neighbouring Residential Development at 229A King Street** – J Read (Greenspace Planner)  
*(Refer to report no. 240326047829 in the Rangiora-Ashley Community Board Agenda and the Minutes of the meeting, Item 11.5 on this agenda.)*

J Read took the report as read, highlighting that the proposal was to seek approval for the exchange of a strip of a Council reserve with the developers of 229a King Street, Rangiora, to create a nearby walking and cycling link. Staff supported the land exchange, as the land would form a Council-owned access linkage reserve that would connect the landlocked Church Street cul-de-sac to King Street, Rangiora, thereby benefiting the whole community. There were no financial costs relating to the proposed land exchange, and staff believe that there would be a negligible increase in operational costs. However, the land exchange was dependent on the proposed residential development proceeding at 229a King Street, Rangiora.

Moved: Councillor Brine

Seconded: Councillor Fulton

**THAT** the Council:

- (a) **Approves** the implementation of the exchange of land between the Council and Faye Construction as identified within report no. 240326047829. Land Exchange Strips in relation to properties 229a King Street and 124 Church Street, Rangiora.
- (b) **Notes** the request is to exchange 317m<sup>2</sup> of Council-owned land on Drama Club Reserve (124 Church Street) for 496m<sup>2</sup> of Faye Construction-owned land at 229a King Street.
- (c) **Notes** that the exchange enables a pedestrian linkage from the end of Church Street through to King Street, Rangiora improving the pedestrian walkability of this area.
- (d) **Notes** that the area of Drama Club Reserve land proposed to be exchanged is currently an overflow car park from the previous tennis courts and is of poor recreational value.
- (e) **Notes** that the land exchange will not come at a cost to the Council and the development of this space will be funded through the developer. It is anticipated that the land swap will create negligible additional ongoing operational costs.

**CARRIED**

Councillor Brine supported the motion, as the proposed exchange would benefit the community as a whole. The Rangiora-Ashley Community Board discussed and supported the proposal.

Councillor Fulton supported the motion as agreed by the Rangiora-Ashley Community Board.

Mayor Gordon commented that the proposed exchange would be a win-win situation for the Council and the community. He thanked the staff for bringing the opportunity to the Council.

## 9. **HEALTH, SAFETY AND WELLBEING**

### 9.1 **Health, Safety and Wellbeing Report April 2024** - J Millward (Chief Executive)

J Millward took the report as read.

Councillor Cairns noted that a resident had been knocked over in the Kaiapoi Dog Park. He questions if such incidents should be included in the monthly Health, Safety and Wellbeing Report. J Millward explained that any incident occurring on Council-owned land was recorded.

Moved: Councillor Cairns

Seconded: Councillor Goldsworthy

**THAT** the Council

- (a) **Receives** report no. 240422063615.
- (b) **Notes** that there were no notifiable incidents this month. The organisation is, so far as is reasonably practicable, compliant with the duties of a person conducting a business or undertaking (PCBU) as required by the Health and Safety at Work Act 2015
- (c) **Circulates** this report to the Community Board for their information.

**CARRIED**

## 10. **COMMITTEE MINUTES FOR INFORMATION**

10.1 Minutes of a meeting of the CWMS Waimakariri Water Zone Committee of 4 March 2024

10.2 Minutes of a meeting of the Audit and Risk Committee of 12 March 2024

10.3 Minutes of a meeting of the Community and Recreation Committee of 19 March 2024

- 10.4 Minutes of a meeting of the Utilities and Roading Committee of 19 March 2024
- 10.5 Minutes of a meeting of the Utilities and Roading Committee of 16 April 2024
- 10.6 Minutes of a meeting of the District Planning and Regulation Committee of 16 April 2024

Moved: Deputy Mayor Atkinson

Seconded: Councillor Blackie

**THAT** the Council

- (a) **Receives** Items 10.1 to 10.6 for information.

**CARRIED**

## **11. COMMUNITY BOARD MINUTES FOR INFORMATION**

- 11.1 Minutes of the Kaiapoi-Tuahiwi Community Board meeting of 18 March 2024
- 11.2 Minutes of the Oxford-Ohoka Community Board meeting of 3 April 2024
- 11.3 Minutes of the Woodend-Sefton Community Board meeting of 9 April 2024
- 11.4 Minutes of the Rangiora-Ashley Community Board meeting of 10 April 2024
- 11.5 Minutes of the Kaiapoi-Tuahiwi Community Board meeting of 15 April 2024

Moved: Councillor Williams

Seconded: Councillor Cairns

**THAT** the Council

- (a) **Receives** Items 11.1 to 11.5 for information.

**CARRIED**

## **12. MAYORS DIARY**

- 12.1 **Mayors Diary – Monday 25 March – Sunday 28 April 2024**

Moved: Councillor Goldsworthy

Seconded: Councillor Mealings

**THAT** the Council:

- (a) **Receives** report number 240502070178.

**CARRIED**

## **13. COUNCIL PORTFOLIO UPDATES**

- 13.1 **Iwi Relationships** – Mayor Dan Gordon

Mayor Gordon noted that J Millward and he were in regular contact with local iwi and were in the process of setting up discussions about priorities. The outcome of those discussions would be reported back to the Council. He noted his disappointment with the cancellation of the ANZAC Day Service in Tuahiwi.

- 13.2 **Greater Christchurch Partnership Update** – Mayor Dan Gordon

Mayor Gordon advised that it was agreed that the Greater Christchurch Partnership would meet quarterly. They were also looking at the role of an independent Chairperson and if the partnership required one going forward. They were in the process of setting up a discussion with Christchurch International Airport regarding the air noise contours.

- 13.3 **Government Reforms** – Mayor Dan Gordon

Mayor Gordon commented on the Central Government's announcement about Three Waters. The Council was starting to do its work and was in conversations with neighbouring councils. The Council was waiting for the relevant legislation prior to formulating any recommendations.

### 13.4 **Canterbury Water Management Strategy** – Councillor Tim Fulton

Councillor Tim Fulton highlighted the following:

- The final Eastern Districts Sewer Scheme 2022-23 compliance report served at the Utilities and Roading Committee meeting in October 2023
- The Avian Botulism report for 2023/24 would be completed in the coming months. However, it seemed that there was only a minor outbreak this year at the Kaiapoi Wastewater Treatment Plant.
- The implementation of the Cam River Enhancement projects had been delayed while the Council consulted Ngai Tūāhuriri following a request from Mahaanui Kurataiao Ltd earlier this year. Some projects would be undertaken in the next few months. However, a few would only be undertaken in the 2024-25 financial year. One of the fencing and planting projects on private land had the landowner pull out.
- There was some support for the Natural Environment Strategy (NES) during consultation on the Long Term Plan. It seemed that the majority of people preferred that all actions be funded. However, there were also submissions that recommended the need to halt work in the biodiversity space. This was related to the Central Government's instruction to stop work on the Significant Natural Areas (SNAs).
- The Stormwater Network Discharge Consents for Oxford, Woodend and Kaiapoi should be granted soon, as the Council and ECan agreed on a commencement date of 1 May 2024. An annual report for the Rangiora Stormwater Network Discharge Consent (CRC184601) and the Annual Water Quality Report for 2022-23 had been submitted to ECan and would be presented to the Utilities and Roading Committee for consideration in June 2024.
- There was a collaboration between the Council, the Waimakariri Biodiversity Trust, the Canterbury Museum, Lincoln University and Wildlands to deliver a successful series of iNaturalist events across the Waimakariri District by the end of April 2024. There were three mini BioBlitzs, a nighttime critter event and a bird event at the Ashley/Rakahuri.
- Arohatia te Awa (Cherish the River) – This programme of work had a restart following a period of inactivity. An increased scope of projects now included beyond the Cam Ruataniwha River to the Lineside Road wetland area, and scoping of projects in the Ohoka Stream, Courtenay Stream and elsewhere.
- A Greenpeace event in Rangiora on 21 April 2024 attracted about 250 attendees who wished to test the nitrate levels in their drinking water. Some samples of the Council's drinking water supplies were tested, which showed slightly different results than what was published by the Council. This was likely due to testing methods and natural variation in nitrate levels over time (eg annual cycles). Greenpeace had questioned the Maximum Allowable Value in the Drinking Water Standards as research found that it could lead to slightly lower birth weights in infants from 5 mg/L Nitrate-Nitrogen. Greenpeace sent a letter to Te Whatu Ora, naming the Oxford supply (incorrectly named as the Oxford town supply, when it was the Oxford No.1 Rural supply) as over 5 mg/L Nitrate-Nitrogen. Regular Council testing through an IANZ-accredited lab showed that the Oxford No. 1 Rural supply average was under 5 mg/L (except for one sample that was just over 5 mg/L).

Mayor Gordon noted that Greenpeace was not known for its expertise in water matters. On the Mandeville Residents pages, someone was posting the information, trying to be a scaremonger, which residents had taken care of pretty smartly. It was disappointing to see action taken by Greenpeace.

### 13.5 **Climate Change and Sustainability** – Councillor Niki Mealings

Councillor Mealings noted that the Council's Management Team had signed off on the Climate Resilience Programme for 2024-27, which included a new governance structure, and staff would be briefing the Council on this shortly. Staff had agreed to change the programme's name from Climate Change and Sustainability to Climate Resilience. The Resilience Explore Project was underway and should be available to Councillors to view in June 2024. It was a visual tool to identify climate risks and natural hazards and could be used to work around various hazard scenarios that a Council asset may have. The Future Coasts, which included the Ashley Rakahuri River, had now been completed, and there was a workshop to be held with Council staff.

13.6 **International Relationships** – Deputy Mayor Neville Atkinson

Deputy Mayor Atkinson noted that on 20 June 2024, a fundraiser would be held at the Rangiora RSA. On 21 June 2024, the plaques of the four missing graves would be dedicated at the Rangiora RSA. Representatives from the Belgium Consulate in Australia would attend the event. He noted that he was unable to attend the ANZAC Day Services; however, they all went well. It was proposed to have a discussion at the Waimakariri Passchendaele Advisory Group about taking a lead on the ANZAC Day Services.

Mayor Gordon noted that concerns were raised about the sound system at the Kaiapoi ANZAC Day Service. Staff are looking into possible options to inform a conversation with the RSAs.

Councillor Cairns noted that during the review of promoting events around the Waimakariri District, one issue was sound systems and the opportunity to share sound systems.

13.7 **Property and Housing** – Deputy Mayor Neville Atkinson

Deputy Mayor Atkinson noted that the property on Ohoka Road, Kaiapoi was under offer. The Fishers Road, Loburn property had been placed on the market. Councillors visited Otautahi Community Housing Trust developments in Christchurch, which was really interesting. The Trust was doing extremely well with the development of social housing.

14. **QUESTIONS**

There were no questions.

15. **URGENT GENERAL BUSINESS**

There was no urgent general business.

16. **MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

*Section 48, Local Government Official Information and Meetings Act 1987.*

Moved: Mayor Gordon

Seconded: Deputy Mayor Atkinson

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it is moved:

That the public be excluded from the following parts of the proceedings of this meeting:

- 16.1 Confirmation of Public Excluded Minutes of Council meeting of 2 April 2024
- 16.2 Acquisition of Easements and Entry Agreements, Rangiora
- 16.3 Land Purchase for Ohoka Water Treatment Plant Upgrade
- 16.4 Contract for Rating Valuation Services and Valuation Database Management

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Item No.	Subject	Reason for excluding the public	Grounds for excluding the public-
16.1	Confirmation of Public Excluded Minutes of Council meeting of 2 April 2024	Good reason to withhold exists under section 7	To protect the privacy of natural persons, including that of deceased natural persons (s7(2)(a) and to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) LGOIMA Section7(2)(i).
<b>REPORTS</b>			

Item No.	Subject	Reason for excluding the public	Grounds for excluding the public-
16.2	Acquisition of Easements and Entry Agreements, Rangiora	Good reason to withhold exists under section 7	The report, attachments, discussion, and minutes remain public excluded for reasons of protecting the privacy of natural persons and enabling the local authority to carry on without prejudice or disadvantage, negotiations (including commercial and industrial) negotiations and maintain legal professional privilege as per LGOIMA Section 7 (2)(a), (g) and (i). This report will remain in Public Excluded until the various negotiations and transactions are concluded, after which the recommendations included in the report may be released
16.3	Land Purchase for Ohoka Water Treatment Plant Upgrade	Good reason to withhold exists under section 7	The report, attachments, discussion and minutes remain public excluded for reasons of protecting the privacy of natural persons and enabling the local authority to carry on without prejudice or disadvantage, negotiations (including commercial and industrial) negotiations and maintain legal professional privilege as per LGOIMA Section 7 (2)(a), and (i), but that recommendations a, c, d, e, f, g, h, i, k and l can be made public after completion of the successful purchase
16.4	Contract for Rating Valuation Services and Valuation Database Management	Good reason to withhold exists under section 7	The recommendations in this report be made publicly available but that the contents remain public excluded as there is good reason to withhold in accordance with Section 7(h) of the Local Government Official Information and Meetings Act; enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.

### **CLOSED MEETING**

*Refer to Public Excluded Agenda (separate document)*

### **OPEN MEETING**

#### **16.4 Contract for Rating Valuation Services and Valuation Database Management – M Harris (Customer Services Manager) and D Thompson (Contract Specialist)**

Moved: Councillor Brine

Seconded: Councillor Williams

**THAT** the Council:

- (a) **Receives** Report No. 240403051704.
- (b) **Agrees** to staff entering a joint negotiation with the Selwyn, Ashburton, Hurunui and Kaikoura District Councils to renew the contract for Rating Valuation Services and Database Management with Quotable Value for a three-year period, with the option of a three-year roll-over.
- (c) **Authorises** Staff to commence work to enter into a new shared services contract, using:
  - **Option 1) Direct Negotiation with a Single Supplier (QV) – (Recommended Option)**
- (d) **Notes** that staff have considered if an open tender process would be suitable for this project but have recommended against this option, as there are only two suppliers providing this service for local government, it is a specialised field, and any delay in the approval of the 2025 revaluation could impact the completeness of the rating valuations for the following year.

- (e) **Notes** That a procurement plan will be prepared for this project and forwarded to the procurement PCG for review based on the feedback received from this report. The Procurement PCG will then be able to make any suggestions they believe are required for the negotiation process.
- (f) **Resolves** that the recommendations in this report be made publicly available but that the contents remain public excluded as there is good reason to withhold in accordance with Section 7(2)(h) of the Local Government Official Information and Meetings Act; “enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities”.
- (g) **Circulates** this report to the Audit and Risk Committee “Public Excluded” for their information.

**CARRIED**

## 17. **NEXT MEETING**

The Council would meet to hear submissions on the draft 2024-34 Long Term Plan as follows:

- 9am on Wednesday, 8 May 2024, in the Kaikanui Room, Ruataniwha Kaiapoi Civic Centre, Kaiapoi.
- 2.30pm on Wednesday, 8 May 2024, in the Oxford Town Hall, Main Street, Oxford
- 9am on Thursday 9 May 2024, in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora
- 9am on Friday 10 May 2024, in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora.

The Council would then meet to deliberate on the draft 2024-34 Long Term Plan in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora, as follows:

- 9am on Tuesday, 21 May 2024
- 9am on Wednesday, 22 May 2024

The next ordinary monthly meeting of the Council was scheduled for Tuesday 4 June 2024, to be held in the Council Chamber, Rangiora Service Centre, 215 High Street, Rangiora, commencing at 1pm.

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 4.28PM.

**CONFIRMED**

\_\_\_\_\_  
Signed  
Mayor Dan Gordon

\_\_\_\_\_  
Date



**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL FOR THE HEARING OF SUBMISSIONS TO THE DRAFT 2024-34 LONG TERM PLAN, HELD IN the KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON WEDNESDAY 8 MAY 2024 COMMENCING AT 9AM.**

**PRESENT:**

Mayor D Gordon (Chair), Deputy Mayor N Atkinson, Councillors A Blackie, R Brine, B Cairns, T Fulton, J Goldsworthy, N Mealings, P Redmond (virtual, J Ward and P Williams).

**IN ATTENDANCE:**

J Millward (Chief Executive), S Hart (General Manager Strategy, Engagement and Economic Development), M Maxwell (Strategy and Business Manager), H Street (Corporate Planner), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

- *The meeting adjourned for refreshments at 10.26am and reconvened at 10.43am.*

**1. APOLOGIES**

Nil.

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. HEARING OF SUBMISSIONS TO THE DRAFT LONG TERM PLAN 2024-2034**

NAME/ORGANISATION	
Kaiapoi District Historical Society Inc (Owen Cassidy and Jean Turvey)	<p>The Kaiapoi District Historical Society Inc.'s submission was taken as read. However, O Cassidy noted that the Kaiapoi Museum had many items of historical value in storage and required more archival storage to accommodate future gifts of historical artefacts, photographs, and documents pertaining to Kaiapoi. He, therefore, urged the Council to consider extending the museum's storage area. O Cassidy explained that for Health and Safety reasons, the Society required a device to enable them to move artefacts and 'storage' items to the museum's second level.</p> <p>Mayor Gordon asked if the Society had obtained possible prices for a lift, and O Cassidy confirmed the cost of installing the device was anticipated to be approximately \$45,000. However, this did not include an engineer's report on the feasibility of installation, which would be required.</p> <p>Deputy Mayor Atkinson enquired how much additional square meterage would be required for the proposed expansion of the museum's storage area to accommodate future growth. O Cassidy advised he was unsure; however, currently, the Society was using a 20-ft container as a short-term solution.</p> <p>Councillor Blackie asked if the "bridge" suggested previously was still an option. O Cassidy noted that this would be the best solution as it would allow for storage above the museum. However, it would be extremely costly as it would require changes to the current structure.</p>

NAME/ORGANISATION	
Heather Warwick	<p>H Warwick requested the Council consider expanding the green organics bin kerbside collections to Mandeville, North Mandeville, and Ohoka. She did not believe that organic waste should be sent to landfills. H Warwick also tabled 39 letters from her immediate neighbours, who supported an expansion of the use of green organics bins.</p> <p>Councillor Redmond clarified that garden waste was allowed in the red bins and noted that green waste contributed to the breakdown of waste in landfills. H Warwick acknowledged Councillor Redmond's comments; however, she noted that most properties in Mandeville and Ohoka were large and, therefore, generated too much organic waste to rely on only red bins.</p> <p>Councillor Fulton sought clarification on where North Mandeville was, and H Warwick advised that Swannanoa was officially known as North Mandeville.</p> <p>Councillor Redmond questioned why H Warwick had used the term 'cost-neutral' when referring to the Council's cost for the expanded kerbside collection. H Warwick explained that due to the significant uptake of the green organics bins, she believed that the expansion of the route would be cost-neutral.</p>
Eyreton Hall Association Inc (Donald Foulkes)	<p>D Foulkes provided a brief overview of Eyreton Hall's history and requested the Council consider increasing its \$1,800 annual grant to cover electrical connection costs. This would assist the Association in keeping this important community facility operating.</p> <p>Councillor Ward enquired if the Association had requested funding from the Oxford-Ohoka Community Board. Mr Foulkes advised that the Association had not, as they felt that there was a need for more financial security which an annual grant rather than several small grants would provide.</p> <p>Councillor Fulton asked if the electrical connection costs were correctly categorised and was advised that the hall had been correctly rated as non-residential and that the problem was the continual increases in power costs.</p>
Woodend-Sefton Community Board (Shona Powell and Mark Patterson)	<p>S Powell took the Woodend-Sefton Community Board's submission as read; however, she highlighted the following:</p> <ul style="list-style-type: none"> <li>• Trevor Inch Memorial Rangiora Library expansion – There would never be a good time for the proposed library expansion, and the longer it was delayed, the more expensive it would become; the Board, therefore, believed that the Council should proceed with the expansion.</li> <li>• Rangiora Eastern Link Road - The road would be an important addition to the district's roading network, and thus, the Board was in favour of advancing this project.</li> <li>• The Board was disappointed that Ravenwood/Woodend was not included as a viable economic centre. It was very visible and accessible from State Highway One, and development was ongoing.</li> <li>• The Community Boards Landscape Budgets should be reviewed to ensure Boards receive equitable and sufficient funds to assist in building new communities which were being established.</li> <li>• Sefton Hall would be replacing a Council facility at the Sefton Domain, and the Board supported the Sefton Hall Committee in their request for new septic tanks to be installed.</li> </ul>

NAME/ORGANISATION	
	<ul style="list-style-type: none"> <li>Community facility increased charges – the Board was against the sudden and substantial increase in charges, which it believed would impact users adversely.</li> <li>A shared path connecting Woodend and Ravenswood was a priority due to safety concerns, as there was no safe way for pedestrians to access Ravenswood.</li> <li>Pegasus street tree service charge should be discontinued as Pegasus currently received no more service than most other new developments.</li> </ul> <p>Councillor Cairns sought clarification on the Woodend/ Ravenswood shared path. S Powell explained that St Barnabas Anglican Church, an important facilitator of community programs, such as the Food Bank and Music for Tots, was along this route. Currently, pedestrians were exposed to danger when walking on uneven ground along State Highway One.</p> <p>Deputy Mayor Atkinson noted that the Board believed more community facilities were required; however, it also believed that the charges should be reduced. He questioned how the Board thought the Council could supply and maintain community facilities if no income was derived from them. S Powell agreed that there should be charges for using Council facilities just on a more regular low increase rather than one large increase every four or five years.</p>
Kaiapoi Food Forest Trust (Gordyn Hamblyn)	<p>G Hamblyn spoke to the Kaiapoi Food Forest Trust's submission, noting that planting edible trees and shrubs assisted with the reduction of carbon footprints, increased food security and improved amenities for communities. Thus, he suggested that edible trees and shrubs should be planted in Council reserves, parks and in residential areas. G Hamblyn noted the recent interest in foraging, which Māori had been doing for centuries; however, he encouraged the planting of vegetation more familiar to Pākeha should be planted so they too could also follow this practice.</p> <p>In response to a question from Councillor Cairns, G Hamblyn advised that it was impossible to know how many people visited the Kaiapoi Food Forest as the site was not manned, and some people even visited the area at night.</p>
Sandra Stewart	<p>S Stewart highlighted the following from her submission:</p> <ul style="list-style-type: none"> <li>She congratulated the Council on the Natural Environment Policy and supported Option A. She supported the employment of two staff members to assist in implementing the policy and was looking forward to the progress on the proposed Lineside Road wetland.</li> <li>Signage on rivers and streams was an important aspect of getting people to take ownership of their areas and spoke to the history and culture of the area.</li> <li>The upgrading of Skewbridge Road was long overdue, as it was a dangerous area that needed to be addressed. However, S Stewart believed that the Rangiora Eastern Link Road should be a separate project that could be progressed at a later date when required.</li> <li>The review of Drainage Rates should be prioritized rather than pushed out until the 2025/26 financial year. S Stewart considered the current rating system unfair and ineffective.</li> <li>Water meters should be installed with some urgency as these would help conserve water and indicate where possible leaks in the system were.</li> </ul>

NAME/ORGANISATION	
	Councillor Fulton asked what S Stewart believed should be a priority in developing the Lineside Road property. S Stewart noted that this area should be used to filter stormwater that flows and contaminates the Kaiapoi River. She believed that correct plantings could achieve this.
Spokes Canterbury (Anne Scott)	<p>A Scott elaborated on the following points in Spokes Canterbury's submission:</p> <ul style="list-style-type: none"> <li>• She thanked the Council for its work on cycleways and shared paths, which encouraged commuter and recreational cycling and worked with the natural environment in many cases.</li> <li>• She also encouraged the Council to consider making entrances/exits of shared paths accessible to tricycles, cargo bikes, prams, and mobility scooters.</li> <li>• She advocated for better signage on recreational cycleways.</li> <li>• She suggested that the Council consider installing public toilets and bike parking along cycle routes and include bike parking outside current public toilets.</li> <li>• She requested safer crossing for pedestrians and cyclists on busy roads and at busy intersections. She also recommended lower speed limits in urban areas.</li> </ul> <p>Councillor Cairns enquired whether A Scott used physical or digital maps for the cycle routes. A Scott commented that she was of the generation that preferred physical maps; hence, it would make things a lot easier if there was signage.</p>
Arts Waimakariri (Louise Johns)	<p>L Johns thanked the Council, on behalf of Arts Waimakariri, which included the Kaiapoi, Oxford, and Rangiora Galleries, for its support in increasing the galleries' visibility via newspaper adverts and electronic boards and requested that this support continue.</p> <p>L Johns acknowledged the Council's work on the development of the Waimakariri Arts Strategy, which would be launched soon. Arts Waimakariri would assist in implementing and delivering the strategy's community outcomes.</p> <p>There were no questions from elected members.</p>
Fiona Bennetts	<p>F Bennetts supported Spokes Canterbury's submission and raised the following points:</p> <ul style="list-style-type: none"> <li>• She encouraged the Council to consider sealed as well as unsealed shared paths, stating that cyclists found it difficult to negotiate unsealed paths, as did people pushing prams.</li> <li>• She requested that consideration be given to the urgent need for a safe, secure cycleway between Kaiapoi and Woodend, acknowledging that this could be difficult due to the Central Government withdrawing funding support. However, the lack of a secure cycleway was a safety concern for students cycling to Kaiapoi High School.</li> <li>• F Bennetts urged the Council to continue to advocate Environment Canterbury (ECan) and the Central Government for better public transport, especially between small communities such as Cust, Mandeville, Loburn and Amberly.</li> <li>• She recommended that the Council reconsider reducing urban speeds to a default of 40km/ph., as this made cycling much safer.</li> </ul>

NAME/ORGANISATION	
	Councillor Cairns also enquired if F Bennetts used the maps produced by Enterprise North Canterbury. F Bennetts was unaware of the maps and endeavoured to try them. However, she agreed that signage was needed along cycle routes and, preferably, signage that could not be vandalized to point in the wrong direction.

*The meeting adjourned for refreshments at 10.26am and reconvened at 10.43am.*

NAME/ORGANISATION	
Janette Hinton	<p>J Hinton advised that she was not in favour of an increase in rates, as the Waimakariri District had one of the highest rates in the country. Increasing rates at this time was not acceptable to most residents who were struggling to put food on the table. She urged the Council to consider needs vs wants and to consider spending only on maintenance and management rather than embarking on new costly builds.</p> <p>J Hinton noted that residents were being charged twice for facilities such as pools, once with their rates and again at the door and believed that many of the facilities should be on a 'user pays' basis.</p> <p>Councillor Williams asked why J Hinton had indicated that she did not support any of the options offered in the consultation document. J Hinton felt that the document contained insufficient information to make a rational decision.</p> <p>Councillor Cairns enquired if J Hinton would prefer a two-tiered approach to charges i.e lower fees for ratepayers and higher fees for visitors to the district. Ms Hinton confirmed that this would be acceptable.</p>
Kaiapoi Promotions Association (Martin Pinkham)	M Pinkham chose not to address the Council; however, he arranged to have his presentation circulated to elected members.
Martin Pinkham	M Pinkham chose not to address the Council; however, he arranged to have his presentation circulated to elected members.

The next hearing of submissions to the draft 2024-34 Long Term Plan was scheduled for Wednesday, 8 May 2024, commencing at 2.30pm in the Oxford Town Hall, 34 Main Street, Oxford

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 10.55AM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson  
Mayor Dan Gordon

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Date

**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL FOR THE HEARING OF SUBMISSIONS TO THE DRAFT 2024-34 TERM PLAN, HELD IN THE OXFORD TOWN HALL, 34 MAIN STREET, OXFORD, ON WEDNESDAY, 8 MAY 2024 COMMENCING AT 2.30PM.**

**PRESENT:**

Mayor D Gordon (Chair), Deputy Mayor N Atkinson, R Brine, B Cairns, T Fulton, J Goldsworthy, N Mealings, P Redmond (virtual), J Ward and P Williams.

**IN ATTENDANCE:**

J Millward (Chief Executive), S Hart (General Manager Strategy, Engagement and Economic Development), M Maxwell (Strategy and Business Manager), H Street (Corporate Planner), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

**1. APOLOGIES**

Moved: Mayor Gordon

Seconded: Deputy Mayor Atkinson

**THAT** an apology for absence be received and sustained from Councillor A Blackie.

**CARRIED**

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. HEARING OF SUBMISSIONS TO THE DRAFT LONG TERM PLAN 2024-2034**

NAME/ORGANISATION	
Brian Holland	<p>B Holland spoke to his submission and emphasized the following points:</p> <ul style="list-style-type: none"> <li>• No money should be spent on any of the options contained in the consultation document.</li> <li>• Priority should be given to reducing the Council's debt.</li> <li>• No further property purchases should be considered.</li> <li>• The Council should focus on core responsibilities such as roading.</li> <li>• No funds to be put towards climate change initiatives, as the weather changes were within the normal range.</li> <li>• Future growth figures were misleading as the population was decreasing, with many more deaths than births.</li> <li>• B Holland did not support charging for requests for official information because if the Council acted in a transparent manner, then there would be no need to use the Local Government Official Information and Meetings Act 1987 to access information.</li> <li>• The Council should not be increasing its staff numbers but should rather decrease staff and thus the staff wage component.</li> </ul> <p>There were no questions from elected members.</p>
Maureen Holland	<p>M Holland spoke to her submission and highlighted the following points:</p> <ul style="list-style-type: none"> <li>• The Council should focus on reducing its debt.</li> <li>• Loan funding had to cease as the cost of loans was increasing. There was no insurance for loan funding, which could jeopardise the ratepayer's homes.</li> <li>• Rates should only be used for core responsibilities such as road maintenance.</li> <li>• The Council was making too many decisions during public excluded meetings, which showed a lack of transparency and caused mistrust within the community.</li> </ul>



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	<ul style="list-style-type: none"> <li>• M Holland felt that drainage maintenance would mitigate flooding.</li> </ul> <p>Mayor Gordon enquired if M Holland knew that the Council had a Service Requests System where residents could alert the Council of potholes or maintenance issues. M Holland maintained that it was not her responsibility to notify the Council of needed maintenance, as an efficient annual Maintenance Plan would ensure work was done.</p> <p>Councillor Redmond asked M Holland if she believed that the roading and drainage maintenance had improved over the last 12 months, and she responded that she had not seen any marked improvement.</p> <p>Councillor Redmond then questioned how the Council should fund large roading or drainage projects. M Holland commented that the Council needed to budget correctly for such upgrades and spend according to the rates received rather than borrowing money. She also noted that 48% of people earned under \$30,000 per annum, and the increased rates would cause undue hardship.</p>
Oxford Arts Trust (Jennifer Shields and Alice Pilbrow)	<p>J Shields thanked the Council for its support of the Oxford Arts Trust in past years and provided a brief overview of the Trust's work, noting that arts and culture contributed significantly to the economy of the Waimakariri district and improved community wellbeing. The Council was congratulated on the development of the Waimakariri Arts Strategy and urged to work in collaboration with the Trust to implement its community outcomes.</p> <p>J Shields noted that there was a growing demand for connection, creativity, equity, diversity, and wellbeing in the rural community. The Oxford Gallery, therefore, needed continued Council support and increased investment to serve the community and make a positive contribution to the Waimakariri Arts Strategy. Hence, the Trust was requesting an increased investment of \$10,000 per annum, increasing to \$15,000 in five years.</p> <p>Councillor Fulton enquired about the Oxford Gallery's capacity to increase the economy in the future. J Shields advised that new events, such as an Arts Festival, would be hosted in 2025, and other initiatives were being considered and still being worked through.</p> <p>Councillor Williams questioned if an increase in retail/sales would assist the Trust. A Pilbrow explained that the Oxford Gallery focused on art exhibitions, and very few sales were made. As such only \$4,000 of the Trust's income during the last financial year resulted from retail.</p> <p>Councillor Cairns sought clarity on the Trust's community engagement spending. A Pilbrow noted that the Trust employed professional assistance for promotions and reporting, which was part of the criteria required by funders.</p>
Canterbury Country Cricket Association Inc (Peter Devlin and Jez Curwin)	<p>P Devlin spoke to the Canterbury Country Cricket Association submission, stating that the Association supported the Council's draft 2024-34 Long Term Plan. He provided a brief historical background of the Association and noted that the MainPower Oval hosted 60 playing days each season, which had placed pressure on the facility and led to a reduction in the quality of the playing surface. Hence, the Association requested the Council to consider establishing a second cricket ground within the MainPower Oval precinct.</p>

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	<p>This would enable the Waimakariri District to share their fields with Canterbury Cricket, who were responsible for all high-performance and first-class cricket played in Canterbury. P Devlin elaborated on the economic benefits for the Waimakariri District in hosting first-class cricket fixtures.</p> <p>Mayor Gordon enquired if there was a risk to the Association if the Council was unable to establish the second cricket ground. P Devlin noted that there would be no risk to the Association; however, Canterbury Cricket would then need to look at hosting first-class fixtures in another districts, which could assist them.</p> <p>Councillor Fulton sought clarification on what was considered 'first-class' cricket and P Devlin observed it was national cricket and some international cricket fixtures.</p> <p>Councillor Williams asked if all partners would contribute to the establishment of a second cricket ground. P Devlin confirmed that it was anticipated that costs would be equally shared between the Council, the Association and Canterbury Cricket.</p> <p>Councillor Fulton queried if spectators would be expected to pay to watch cricket and was advised that the Association only charged for 20/20 games.</p>
<p>Oxford Area School (Luke Toulson, Aarden Sloane, Rose Lal, Alex Le Liever, Carlos Miller Rachel Campbell)</p>	<p>Students from Oxford Intermediate Area School were present and spoke to their submissions which included the following:</p> <ul style="list-style-type: none"> <li>• R Lal - Public Transport: <ul style="list-style-type: none"> <li>▪ Better bus service in the Waimakariri District would enable students to go to malls or sports events together.</li> <li>▪ Lack of transport affected job prospects.</li> <li>▪ Affordability with increased petrol costs impacts rural communities where public transport may work out cheaper for commuter travel.</li> <li>▪ Ability for elderly to move around the district – mitigating isolation and improving community wellbeing.</li> </ul> </li> </ul> <p>Mayor Gordon explained that Environment Canterbury (ECan) provided the bus services. However, the Council was in discussions with ECan on improvements to public transport.</p> <ul style="list-style-type: none"> <li>• L Toulson – Bike Jumps for Oxford: <ul style="list-style-type: none"> <li>▪ Many of the Oxford kids rode bikes, and this would be a place for them to meet and mingle.</li> <li>▪ Two suggestions were put forward, a simple track similar to the Cust track or a more complex one suitable for intermediate riders.</li> <li>▪ The two locations suggested were next to the Oxford Gallery or at Pearson Park.</li> </ul> </li> </ul> <p>In response to Mayor Gordon's question, the students confirmed that they would like to be involved in the design of the proposal.</p> <p>Deputy Mayor Atkinson asked if the students had spoken to other users of Pearson Park or the Oxford Gallery about the possibility of a skatepark and was advised that would be the next step.</p> <ul style="list-style-type: none"> <li>• A Le Liever – Motorcross Track: <ul style="list-style-type: none"> <li>▪ Reference design of track similar to the Waimak track.</li> <li>▪ Professional designer to ensure the safety of the track.</li> </ul> </li> </ul>



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	<ul style="list-style-type: none"> <li>▪ Safety and rules and regulations were important to avoid injuries.</li> <li>▪ Improves fitness, cardio, and quick thinking.</li> <li>▪ A place for like-minded people to meet and enjoy a shared sport.</li> </ul> <p>Mayor Gordon asked if A Le Liever had a location in mind for the proposed track. A Le Liever noted that somewhere near the Eyre River would be preferred as to mitigate noise for Oxford residents.</p> <p>Councillor Williams enquired how many people would benefit from the proposed track. A Le Liever confirmed that approximately 15 people rode regularly in the Oxford area.</p> <p>Councillor Ward questioned how large an area would be required for a Motorcross Track. A Le Liever was unsure as it would depend on the design.</p> <p>Councillor Fulton asked where local Motorcross riders were currently riding and was advised that they road at Burnt Hill.</p> <p>Deputy Mayor Atkinson asked if A Le Liever had spoken to local farmers to see if the Council could work in partnership with them to develop a Motorcross track. A Le Liever noted that no discussions had occurred.</p> <ul style="list-style-type: none"> <li>• C Miller and A Sloan – Extending Skatepark: <ul style="list-style-type: none"> <li>▪ The current skatepark did not have sufficient space for the demand, especially over weekends.</li> <li>▪ If the existing skatepark was upgraded, more children could skate.</li> <li>▪ An overcrowded skatepark became a safety issue with too many people in a small space, especially for younger children.</li> <li>▪ Students had designed different options which could be considered and would allow all abilities to skate.</li> </ul> </li> </ul> <p>Mayor Gordon commended the students for the work they had accomplished and for the exceptional presentations to the Council.</p>
Ben Smith	<p>B Smith provided a brief overview of his background and noted the following in relation to waste management and sewage outfall.</p> <ul style="list-style-type: none"> <li>• These projects would have a major impact on a small community such as Oxford. The Council's draft 2024-34 Long Term Plan should, therefore, include more detailed information on major infrastructure projects. He believed that the Council should justify investments and provide a SWOT analysis of at least five of the key capital projects.</li> <li>• Improvements in technology should provide a better carbon footprint and more efficient sustainable options on what was currently proposed.</li> <li>• Heating the swimming pools with gas was not efficient or sustainable.</li> <li>• He urges the Council to investigate alternative ways of processing sewerage. He mentioned Fonterra's production of its own gas for sustainable energy.</li> <li>• B Smith felt that the Council's Waste Strategy was weak and should be updated. It was possible for Waimakariri District to lead the way into new ways of managing waste.</li> </ul> <p>Councillor Williams enquired if Fonterra was using its waste products for gas production. B Smith commented that waste was the main resource of Fonterra's gas.</p>

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<p>Oxford-Ohoka Community Board (Sarah Barkle, Thomas Robson)</p>	<p>S Barkle and T Robson took the Oxford-Ohoka Community Board's submission as read; however, they highlighted the following:</p> <ul style="list-style-type: none"> <li>• Rural areas relied on cars, and road maintenance was not up to standard because repairs to heavy-use areas, such as Tram Road, had not stood up well.</li> <li>• The Board was concerned about the poor-quality gravel roads in the area.</li> <li>• The Board noted the lack of footpaths on many of the roads in Oxford and requested more shared paths in the rural areas.</li> <li>• The Board urge the Council to investigate initiative ways for supplying/upgrading sewerage infrastructure.</li> <li>• The Board believed that increased community facility charges were a deterrent for local community not-for-profit organisations, resulting in poor facility utilisation.</li> <li>• The Board requested the Council to make budget provisions to install sufficient lighting at the Kowhi Reserve.</li> <li>• Prioritise Natural Environment Strategy and utilize community organisations and businesses to achieve outcomes.</li> <li>• More research and data collection were needed regarding flooding, and the Council should work in partnership with ECan to mitigate flooding.</li> <li>• The Board was concerned that developments were changing water courses, which added to flooding issues.</li> <li>• There needed to be a regular and logical maintenance programme for streams such as the Ohoka Stream.</li> <li>• The consultation document included insufficient information on the cost and benefits of the Eastern Link Road for the Board to make a recommendation.</li> </ul> <p>Councillor Williams requested clarification on whether culverts known to be silted up had been reported so maintenance could be undertaken and was advised that the Board could not comment.</p> <p>Mayor Gordon asked which community groups would be interested in partnering with the Council in environmental projects. T Robson advised that there was a group of West Eyreton residents willing to volunteer to look after the Oak Reserve in West Eyreton.</p> <p>Councillor Cairns enquired if the Board believed that a two-tier system of community facilities charges would work, i.e., locals/ratepayers paying less than visitors. T Robson noted that there was interest in more flexible fee options, including seasonal, monthly, and weekly charges.</p> <p>Councillor Redmond asked if the Board had noticed an improvement in roading and drainage issues in the last 12 months and was told it was too short a time frame to say with any certainty.</p> <p>Councillor Redmond sought clarification on the rental or sale of vacant properties. It was established that the annual report on the status of Council properties was not being circulated to Community Boards.</p>

The next hearing of submissions to the draft 2024-34 Long Term Plan was scheduled for Thursday, 9 May 2024, commencing at 9am in the Council Chamber, Rangiora Civic Centre, 215 High Street, Rangiora

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 4.09PM.

**CONFIRMED**

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Chairperson  
Mayor Dan Gordon

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Date

**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL FOR THE HEARING OF SUBMISSION TO THE DRAFT 2024-34 LONG TERM PLAN, HELD IN THE COUNCIL CHAMBER, RANGIORA SERVICE CENTRE, 215 HIGH STREET, RANGIORA ON THURSDAY 9 MAY 2024, COMMENCING AT 9AM.**

**PRESENT:**

Mayor D Gordon (Chair), Deputy Mayor N Atkinson, A Blackie, R Brine, B Cairns, T Fulton, J Goldsworthy, N Mealings, P Redmond (virtual), J Ward and P Williams.

**IN ATTENDANCE:**

J Millward (Chief Executive), S Hart (General Manager Strategy, Engagement and Economic Development), M Maxwell (Strategy and Business Manager), H Street (Corporate Planner), T Kunkel (Governance Team Leader), K Rabe (Governance Advisor), A Smith (Governance Co-ordinator), C Fowler-Jenkins (Governance Support Officer) Aislin Connor (Governance Support Officer).

- The meeting adjourned at 10.30am and reconvened at 1pm.
- The meeting adjourned at 2pm and reconvened at 2.30pm.
- The meeting adjourned at 3pm and reconvened at 3.50pm.

**1. APOLOGIES**

There were no apologies.

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. HEARING OF SUBMISSIONS TO THE DRAFT LONG TERM PLAN 2024-34**

NAME/ORGANISATION	
Warwick Hodder	<p>W Hodder spoke to his submission urging the Council to continue to work with the New Zealand Transport Agency/ Waka Kōwhiri (NZTA) to improve Lineside Road. He noted that he lived on Bramley Road and that it was increasingly difficult to exit Bramley Road onto Lineside Road. As this was a health and safety issue, it should take priority over the development of the Rangiora Eastern Link Road, which would result in more traffic on Lineside Road. He believed that both the Bramley/ Lineside Roads and the Fernside/Power Roads should either have roundabouts or traffic lights.</p> <p>Mayor Gordon noted that the Council had been working with the NZTA for some time to develop appropriate safety improvements for Lineside Road. However, NZTA's solution of installing wire barriers down the centre of Lineside Road was not acceptable to the Council. Nonetheless, the Council continued to advocate for a more appropriate solution for the future.</p> <p>There were no questions from elected members.</p>
Rangiora and Districts Early Records Society Inc (John Biggs)	<p>J Biggs took the submission of the Rangiora and Districts Early Records Society Inc. as read; however, he noted the following points:</p> <ul style="list-style-type: none"> <li>• There was no foot traffic outside the current Rangiora Museum, so a more central location would be desirable. The Society was in favour of incorporating the museum in the proposed extended Trevor Inch Memorial Rangiora Library.</li> </ul>

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	<ul style="list-style-type: none"> <li>• The current museum lacked climate-controlled storage space which meant that artefacts were liable to be damaged or deteriorate. There was also a shortage of workspace, and it was suggested that the 'work' area need to be larger than the display area.</li> <li>• The working conditions at the current museum were unsafe for staff and volunteers.</li> <li>• The Society would like to input into the design of any new museum space.</li> </ul> <p>Councillor Goldsworthy asked if there was a likelihood of the local museums in the Waimakariri District amalgamating to create a District museum. J Briggs did not believe this would work; however, they noted that the local museums collaborated to ensure the correct artefacts were shown in the correct area.</p> <p>In response to a question from Councillor Mealings, J Briggs advised that the museum currently had 150m<sup>2</sup> of display area and would require double that for storage, office, and meeting space.</p> <p>Mayor Gordon asked if it would be possible to have the storage and office space at a different location, and J Briggs noted that it would not be practicable.</p>
Kirstyn Barnett	<p>K Barnett took her submission as read and highlighted the following points:</p> <ul style="list-style-type: none"> <li>• The importance of quality road maintenance with emphasis on key arterial and urban roads.</li> <li>• She requested the Council lobby NZTA and Central Government for funding share of roading projects.</li> <li>• She urged for better communication when dealing with roading and drainage projects.</li> <li>• She was concerned about the location of the pedestrian refuge on Ivory Road and suggested traffic lights at Ivory and Queens Streets, which would slow traffic and enable pedestrians to cross safely.</li> <li>• She recommended the delay of the development of the Rangiora Eastern Link Road until further development could assist with the cost.</li> <li>• The Council should prioritise the Skew Bridge project.</li> <li>• The Council should review rates rebates and lobby the Central Government for a more equitable rating model.</li> <li>• She recommended centralised community facilities rather than small local facilities.</li> <li>• She noted that the extension of the Trevor Inch Memorial Library was urgent and should be prioritised.</li> <li>• She believed that recovery work from natural disasters should become business as usual and be added to the annual workstream.</li> </ul> <p>Councillor Ward noted K Barnett's concerns regarding the Rangiora Eastern Link Road and queried if pushing this project back three or four years would be acceptable. K Barnett believed that this was not the time for this project to be considered; maybe for the next Long-Term Plan.</p> <p>Councillor Goldsworthy acknowledged the suggestion of scaling back local facilities and asked if this should wait until public transport was improved. K Barnett felt that libraries and aquatic facilities should be centralised rather than meeting/event-type facilities.</p>

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Stella Robinson (John Brandts-Giesen)	<p>J Brandts-Giesen spoke on behalf of S Robinson's submission on drainage issues in Parsonage Road. He noted that S Robinson's property experienced significant flooding due to McIntosh's Drain not adequately draining water that accumulated upstream. The drain was inadequate in size and construction, both as an open drain and a piped drain, and it was unable to manage water flow in spite of the swale on the north of Parsonage Road.</p> <p>The area was originally zoned Rural; however, it was now rezoned Residential, which led to developments on S Robinson's western and northern property boundaries. The additional residential development generated surplus water, and the problems were being exacerbated by more frequent weather events. S Robinson, therefore, believed that until a solution was found, all further development should be stopped.</p> <p>There were no questions from elected members.</p>
North Canterbury Equestrian Advocacy Group (Julia McLean and Calan Leyendecker)	<p>J McLean and C Leyendecker addressed the Council on behalf of the North Canterbury Equestrian Advocacy Group, noting the following:</p> <ul style="list-style-type: none"> <li>• Horse riders should be included when designing shared pathways or trails. The Group requested the Council assist with advocating riders' rights to share roads and tracks.</li> <li>• J McLean requested the Council to lobby the Central Government to amend the Road Code to include horse riders as a road user and to make provisions for them.</li> <li>• J McLean noted that riding increased fitness and wellbeing.</li> <li>• The Group believed that signage and education were key when designing shared spaces, i.e. bike tracks, horse tracks, and other shared paths.</li> <li>• There should be an increase in the Waimakariri District where horse riding was allowed, such as on forestry blocks.</li> </ul> <p>Councillor Blackie questioned the Group's priority if they had a choice, and J McLean advised that the development of trails alongside roads and road safety measures should be undertaken.</p> <p>Councillor Mealings acknowledged that horse riders had been left out of the Road Code and asked if a 20km/ph speed limit should be considered when passing horses, and J McLean noted that it would be a start.</p> <p>Mayor Gordon suggested that the Group speak to their local Member of Parliament, the Honourable Matt Doocey, who also happened to be the Associate Minister of Transport.</p>
Satisfy Food Rescue (Phillipa Hunt)	<p>P Hunt believed that the work Satisfy Food Rescue did within the community supports the Council's Community Outcomes and Strategic Priorities. She highlighted the following:</p> <ul style="list-style-type: none"> <li>• Satisfy Food Rescue had nine supermarkets which supported the group with produce; however, the need was increasing.</li> <li>• A new facility was needed to ensure the programme ran effectively and efficiently. Hence, the Group was requesting the Council to contribute 'seed funding' to its proposed new facility in the Kaiapoi Community Hub to encourage other funders, such as the Rata Foundation, to come on board.</li> <li>• The Group was also in need of funding to assist with operational costs to ensure continual growth and increased impact on waste minimisation in the district.</li> </ul>

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	<p>In response to Councillor Fulton's query regarding sustainability, P Hunt noted that improved and efficient distribution would assist with Satisfy Food Rescue's sustainability.</p> <p>Deputy Mayor Atkinson asked why it was important for the other users to be encouraged to move to the Kaiapoi Community Hub. P Hunt explained that it would be a multi-purpose facility that would include meeting spaces and kitchens, which Satisfy Food Rescue could utilise. Also, having other groups at the Hub would improve community well-being and provide opportunities to collaborate with other groups to achieve the desired community outcomes.</p> <p>Councillor Cairns noted that food was also distributed to the Hurunui District and enquired if funding had been sought from the Hurunui District Council. P Hunt did not feel it was fair for the Group to seek funding from the Hurunui District Council until it had a presence in the district.</p>
<p>Silverstream Volunteer Group (Kate O'Brien)</p>	<p>K O'Brien advised that the Silverstream Reserve covered 52 hectares and was used by various groups. Volunteers were responsible for planting, weeding, propagating, and maintaining the native plants in the reserve. Several native restoration projects had been completed at the reserve over the last 15 years, and over 400m of single tracks and boardwalks had been laid to allow access to the reserve. A consistent Predator Control Programme had been underway at the reserve since 2019, which was run by a team of neighbouring volunteers. An average of 34 predators were caught every month.</p> <p>K O'Brien reported that the Group supported the Council's Natural Environment Strategy Plan and the Council's that 'Our healthy and resilient natural environment sustains our ecosystems, our communities and our future'. The Group also appreciated the Council's support, which recognised their significant contribution of time and effort in maintaining the reserve.</p> <p>K O'Brien explained that the Group requested the Council contribute and assist with various projects spread over a number of years, such as specialist maintenance and ecological research in both the dry and wetlands to enhance biodiversity, further development of linkages between the east and west portions of the reserve along public land and continued predator control.</p> <p>K O'Brien acknowledged the work of the Council's Greenspace Community Projects Officer, Mike Kwant and its Greenspace Manager, Grant McLeod.</p>
<p>Drucilla Kingi-Paterson</p>	<p>D Kingi-Paterson elaborated on the following:</p> <ul style="list-style-type: none"> <li>• Natural Environment Strategy – The Council needed to ensure education programmes, activities and resources were made available.</li> <li>• She believed that it was not the time to expand the Dudley Aquatic Facility; however, she did support the development of a second cricket oval.</li> <li>• She did not support the proposed expansion of the Trevor Inch Memorial Library.</li> <li>• D Kingi-Paterson strongly supported flood resilience and wished to see better engagement with Civil Defence, St John's Ambulance, and Fire and Emergency New Zealand.</li> <li>• She urged the Council to proceed with the Skewbridge Road project.</li> </ul>



NAME/ORGANISATION	
	<ul style="list-style-type: none"> <li>• In her opinion, more focus was needed on the development of disabled housing in Kaiapoi and retirement housing in Rangiora.</li> <li>• The Council also needed to engage more with the film, theatre and arts industries.</li> </ul> <p>D Kingi-Paterson tabled an article entitled '<i>When Science and Policy don't align</i>', which she suggested the Council should note. She also informed the Council that she would be making a film in England about cricket at the Ashes.</p> <p>There were no questions from elected members.</p>

The meeting adjourned at 10.30am and reconvened at 1pm.

NAME/ORGANISATION	
Colin Wightman	<p>C Wightman provided a brief overview of why he deemed himself qualified to make a submission regarding the economic impact of the draft 2024/34 Long Term Plan. He took his submission as read; however, he elaborated, on the following:</p> <ul style="list-style-type: none"> <li>• Opposition to further Local Government New Zealand Finance Agency (LGFA) debt loading and the implementation of a debt repayment plan to lower the interest burden on ratepayers. There should be a nil increase in rates.</li> <li>• Opposition to the Council spending on non-core services, such as cycleways and wetlands, as the Council should spend according to its annual income. He was opposed to expenditure on flood resilience works, which relied on fraudulent climate change science predictions.</li> <li>• Opposition to continued racist provisions within the Waimakariri District, as all people in the District should be treated equally.</li> <li>• Supported staff rationalisation and subsequent employment of consultants and contractors who give us better value for money.</li> <li>• Supported affordable housing solution initiatives in recognising the current crisis.</li> <li>• Supported arterial road upgrades that would improve traffic flow on State Highway 1 through Woodend.</li> <li>• Supported the Council resigning from Local Government New Zealand (LGNZ).</li> </ul> <p>Councillor Blackie questioned C Wightman's statement that staff numbers had increased 70% in the last six years as the Council's data indicated a 30% increase in six years. C Wightman explained that the figures he used were from the Taxpayers Unions' webpage.</p>
Mark Ireland	<p>M Ireland noted that the annual rates increase should not exceed the rate of inflation and be fair and equitable, as the community could not afford the proposed increases. The current Uniform Annual General Rate (UAGC) was only approximately 5%, while the general rate was around 25.5%. These rating ratios were unfair as they placed a greater burden on the smaller number of higher-valued properties such as farms. He acknowledged that some cost increases were unavoidable. However, he believed that the Council should spend funds on core services and not on the purchase of productive land and properties, the creation of cycleways, the extension of the Rangiora Library and the upgrading of the MainPower cricket facilities.</p> <p>M Ireland believed that staff members who do not focus on core services should be cut. The Council should also cease including the United</p>



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	<p>Nations' agenda in its policies and stop using climate change extremist language and photos in Council publications. Following the Ombudsman's recommendations, the Council should be more open and transparent.</p> <p>Councillor Redmond sought clarity on how the Council should fund infrastructure with a life expectancy of over 50 years without debt funding. M Ireland noted that the Council should only focus on core functions of roading, sewer and water provision. These services could be funded by not spending money on "nice-to-have" projects which residents could not afford. He criticised the writing-off of nearly \$10 million to the local iwi in unpaid rates and development contribution fees, which could have been used for infrastructure development.</p> <p>Councillor Redmond enquired if M Ireland would support alternative funding proposals for councils. M Ireland endorsed investigating funding proposals such as the central government's GST-sharing proposal and suggested that the Council support such a proposal. He acknowledged that over the years, the central government had put too much regulatory pressure on regional and local governments, which led to additional expenditure. However, he believed that councils should show more resistance to central government proposals that did not benefit their communities, especially with regard to climate change initiatives.</p>
Wayne Dyer	<p>W Dyer raised various concerns regarding the proposed development of the Rangiora Eastern Link Road. He noted that the layout of the proposed road from Lineside Road to Northbrook Road made sense. However, the layout from Northbrook Road, via Kippenberger Avenue, through the Belmont development to Coldstream Road was unclear. W Dyer noted that there was a lack of information on the amount of traffic expected to use the proposed Link Road, especially heavy-duty vehicles. He did not believe that consideration had been given to whether Coldstream Road would be able to cope with the increase in traffic generated by the proposed Link Road nor the routing of the traffic off Coldstream Road. W Dyer noted that Coldstream Road was already busy due to the MainPower Multi Sports Centre and Oval, and the proposed Link Road would exacerbate traffic congestion.</p> <p>In response to a question by W Dyer, Mayor Gordon explained that the Council was currently only considering making budgetary provisions for the Rangiora Eastern Link Road. None of the designs for the proposed road have been considered. Mayor Gordon assured him that all parties affected by the proposed Rangiora Eastern Link Road would be consulted during the design process. Also, as per the Council's practice, extensive public consultation would be undertaken on the project.</p>
Stephen Bell	<p>S Bell took his submission as read; however, he expressed concerns about the following:</p> <ul style="list-style-type: none"> <li>• That it was unacceptable that the Council planned to increase debt without considering the burden on ratepayers.</li> <li>• That issues such as social housing and sports development should be left to the central government.</li> <li>• That the section of the public that questioned the Council was demonised, marginalised, and branded as conspiracy theorists.</li> <li>• That Council policies and projects were being aligned with the goals of overseas organisations influencing New Zealand policy and sovereignty.</li> </ul>

NAME/ORGANISATION	
	<ul style="list-style-type: none"> <li>• That the Council was hiding behind provisions of the Local Government Official Information and Meetings Act, 1987, making it difficult for the public to access information.</li> <li>• That residents had to use official requests for information to ensure that the Council conducted its business in a clear, transparent, and democratic manner.</li> <li>• The Council's refusal to engage with residents collectively so they could raise their concerns with elected members.</li> <li>• That the Waimakariri District's rates were being used to cover other districts in the case of a default on loans from the LGFA, thereby placing the Waimakariri ratepayers in 'debt bondage'.</li> </ul> <p>There were no questions from elected members.</p>
Susan Thorpe	<p>S Thorpe expanded on her submission by noting, the following:</p> <ul style="list-style-type: none"> <li>• The Council's debt of \$200 million owed to LGFA was reckless and unsustainable.</li> <li>• After LGNZ acted undemocratically and dishonestly over the Three Waters Reform, the Council should resign its membership.</li> <li>• The Council's current staff complement was unsustainably high. Ratepayers could not afford to have so many highly paid people on the payroll. Therefore 20% of Council staff should be culled.</li> <li>• Any Coastal Planning and Climate Change Policies should be based on a 1.5mm annual sea level rise, and all RCP 8.5 extremes with only a 1% probability should be rejected.</li> <li>• The Council should reverse all 'traffic calming' speed restrictions which disadvantage people's efficient movement.</li> <li>• Phase out any further references to a climate 'emergency' from the Council's documentation.</li> <li>• The Council should withdraw its support for Significant Natural Areas (SNA), as they were considered land crabs.</li> <li>• The Council should continue to advocate to the central government not to chlorinate the Council's water supplies.</li> <li>• The Council should reject policies that align with the United Nations Sustainable Development Goals.</li> <li>• The Council should only spend on core services.</li> </ul> <p>There were no questions from elected members.</p>
Adrienne Saunders	<p>A Saunders commented that they did not consent to pet projects that, in times of austerity and inflation, were not core services, such as the extension of the Trevor Inch Memorial Library, the upgrading of the Southbrook Resource Recovery Park, the development of the Pegasus Community facilities and the upgrading of the Southbrook Sports Club. She did not agree with the fees being proposed for Official Information requests under LGOIMA, as the Council should be accountable and transparent.</p> <p>A Saunders expressed concern about the Council's loans from LGFA without the consent of ratepayers and questioned how the funding was being spent. She was also concerned that District's rates were being used as guarantee for other districts' loans, thereby 'debt enslaving' Waimakariri ratepayers. She, therefore, wanted the Council to cease all infrastructure development, which may result in more borrowing.</p> <p>A Saunders expressed further concerns about:</p> <ul style="list-style-type: none"> <li>• 5G towers being erected without public consultation.</li> <li>• The Council's Climate Change and Managed Retreats Policies.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Water Supplies not being overseen by local communities.</li> <li>• The Council's commitment to smart cities network</li> </ul> <p>There were no questions from elected members.</p>

*The meeting adjourned at 2pm and reconvened at 2.30pm.*

NAME/ORGANISATION	
North Canterbury Federated Farmers (Karl Dean, President)	<p>K Dean congratulated the Council on a comprehensive 2024-34 Long Term Plan. He urged the Council to consider the following:</p> <ul style="list-style-type: none"> <li>• Prioritise only essential projects as farmers were struggling in the current economic climate, especially considering ECan's proposed 25% rate increase.</li> <li>• Increase the Uniform Annual General Charge (UAGC) to fully utilise the UAGC mechanism at 30% of the total rates income. The UAGC component should be used for services such as Governance, Economic Development, Promotion, and District Planning.</li> <li>• Increase the level of service for flood resilience.</li> <li>• Adopting a midway option for prioritising the natural environment and removing unnecessary projects or projects which overlap with ECan.</li> </ul> <p>Councillor Mealings noted that the North Canterbury Federated Farmers had previously advocated for an increase in targeted rates. Why were they now pro-UAGC. K Dean believed that targeted rates should be used for the provision of services. Therefore, if the Council was currently using targeted rates for Governance, Economic Development, Promotion, and District Planning, it should rather increase the UAGC.</p>
SPCA New Zealand (Christine Summer)	<p>C Summer reported that the Society for the Prevention of Cruelty to Animals Incorporated (SPCA) was concerned with a recent decrease in the number of companion cats that were being desexed and microchipped. She elaborated on the benefits to cats' welfare and the reduction of problems with having companion cats desexed and microchipped.</p> <p>C Summer explained that the SPCA's Snip 'n' Chip Programme offered subsidised desexing and microchipping companion cats for people who need assistance with the cost of the procedures. The SPCA worked closely with local veterinarians to provide these services. However, the vouchers 'sold out' quickly once they were available, indicating these were much sought-after services in communities.</p> <p>C Summer explained that desexing and microchipping were longer-term strategies that benefited the Council as they reduced the negative impacts cats could have, including nuisance, predation on native wildlife, and the spread of toxoplasmosis to both native animals and pastoral animals. The SPCA, therefore, invited the Council to join its efforts to prevent problems before communities had to deal with difficult decisions about unwanted cats and destructive cat behaviour in their areas.</p> <p>Councillor Blackie questioned the average cost of desexing a cat. C Summer commented that it was difficult to provide an average as the costs were set by veterinarians. However, the SPCA negotiated the price and cat owners were only expected to pay \$30.</p>

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	<p>Councillor Cairns inquired if the SPCA was offering to deploy a mobile veterinarian unit to the Waimakariri District to assist with cat desexing and microchipping. C Summer noted that, unfortunately, the SPCA did not have enough mobile veterinarian units available to allow the deployment.</p> <p>In response to a question from Councillor Mealings, C Summer explained that the SPCA's Snip 'n' Chip Programme was advertised on Social Media. Members of the public could then book appointments on the SPCA's web platform and receive a voucher for a local veterinarian who was part of the programme.</p> <p>Councillor Mealings enquired if the SPCA submitted to other councils. C Summer advised that the SPCA was only making submissions to councils in districts in which veterinarians have indicated a willingness to be part of the Snip 'n' Chip Programme.</p> <p>Mayor Gordon commended the SPCA for its work and noted that the Council received many complaints about cats from the public and also requests for assistance from cat rescue organisations. He suggested that M Ireland raise his concerns regarding feral cats with the Local Member of Parliament so that the necessary legislation could be put in place to enable the Council to deal with the problem.</p>
Rangiora-Ashley Community Board (Jim Gerard)	<p>J Gerard took the Rangiora-Ashley Community Board's submission as read. He commended the Council on keeping the proposed rates increase as low as possible in this challenging economic climate. The Board also wished to congratulate the Council on the high quality of the Long Term Plan documentation.</p> <p>J Gerard noted that the Board wished the Council to consider the following:</p> <ul style="list-style-type: none"> <li>• The Board did not support the development of the land at Lineside Road, as it believed that the land was in the Cam River's 'flood path' rather than an actual wetland.</li> <li>• The Board was not opposed to developing a second cricket oval at 154 East Belt, Rangiora. However, it did not believe that significant capital expenditure on sports and community facilities should be prioritised in the current economic climate. It was suggested that the Council instead consider the development of an additional cricket pitch at Dudley Park for the next three to four years.</li> <li>• To rethink the future development of the proposed Ravenswood Aquatic Facility and Library, as it believed that there were sufficient facilities within the district.</li> <li>• The Board urged the Council to consider bringing the ground floor extension of the western side of the Trevor Inch Memorial Rangiora Library forward to bring the facility up to a suitable level of service for the district's expanding population. Also, the Board supports the Rangiora and Districts Early Records Society Inc.'s request for the development of a dedicated museum space in the library.</li> <li>• The Board supported the establishment of a permanent in-house Infrastructure Resilience Team; however, it would have liked more details about the projects the team would undertake.</li> <li>• The Board did not believe that the NZTA would be keen to co-fund the proposed Rangiora Eastern Link Road and did not feel that its development should be a priority in the current economic times. Therefore, it was recommended that the Council postpone the development of the Link Road until there was more clarity about funding.</li> </ul>

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	<ul style="list-style-type: none"> <li>• The Board urged the Council to advocate for a visible New Zealand Police presence in the Rangiora Town Centre.</li> </ul> <p>Councillor Ward thanked J Gerard for his leadership of the Rangiora-Ashley Community Board and asked if the Board was likely to support the development of a Waimakariri District Museum rather than the maintenance of various local museums. J Gerard noted that the Board did not support the duplication of services in the district. However, he reiterated that the Rangiora and Districts Early Records Society Inc. wished the Rangiora Museum to be housed in the library, similar to the Kaiapoi Museum.</p> <p>Councillor Ward acknowledged the Board's concern regarding the affordability of the Rangiora Eastern Link Road. She questioned whether the Board would support its development in three to four years when it would be more affordable. J Gerard noted that the Board did not dispute the need for the Link Road. However, it did not believe that NZTA would fund the proposed development, and it was, therefore, unlikely to proceed at this stage. Hence, the Board's suggestion that the Council prioritise the development of the Townsend/Fernside/Flaxton route.</p> <p>Councillor Brine sought clarity on the Board's statement that the Council previously funded various projects at the Southbrook Sports Club with very few results. J Gerard noted that the Board referred to the Council's funding for the relocation of the Southbrook Pavilion, which the Club was unable to refund. Hence, the Board doubted the Club's ability to raise its share of the funding for the proposed refurbishment of the Club.</p> <p>Councillor Brine asked if the Board was aware that if the Southbrook Sports Club closed, the facility would revert to the Council, and J Gerard acknowledged that the Board may not be aware of the stipulation.</p> <p>Councillor Goldsworthy enquired if the Board would support the Council providing a kiosk in the Rangiora Town Centre manned by New Zealand Police. J Gerard explained that the Board's first priority would be to have a police station in the town centre, however a manned kiosk would be better than nothing.</p> <p>Councillor Fulton questioned whether the Board would support the development of a second cricket oval at 154 East Belt, Rangiora, if the project also involved upgrading other cricket clubs in Rangiora. J Gerard noted that the Board supported the development of cricket in the district and was therefore not opposed to the development of a second cricket oval. However, the Board did not feel that the Council should prioritise capital expenditure on sports community facilities at this time. Hopefully, the economic climate would improve in three to four years, and the second cricket oval could be reconsidered. It is suggested that the Council consider the development of an additional cricket pitch at Dudley Park, at a lesser cost, to be used in the meantime.</p> <p>Responding to a question from Councillor Fulton, J Gerard noted that the Board supported the growth of local sports facilities. Nevertheless, it did not believe that the upgrading of the Southbrook Sports Club should be considered in the current economic climate.</p>

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	<p>Councillor Ward commented that the changing facilities at the Southbrook Sports Club were inadequate. She, therefore, asked if the Board would consider a two-staged approach to the club's redevelopment to allow for the development of appropriate changing facilities. J Gerard noted that the Board's concern was based on financial viability, as it did not believe that the Club would be able to raise its share of the funding.</p> <p>Mayor Gordon expressed the Council's appreciation for J Gerard's leadership of the Board and the continued good working relationship he fostered with the Council.</p>

*The meeting adjourned at 3pm and reconvened at 3.50pm.*

NAME/ORGANISATION	
Geoff Spark	<p><i>Deputy Mayor Atkinson and Councillor Mealings left the Chamber while Mr Spark spoke to his submission due to their role as commissioners in the District Plan Review.</i></p> <p>Representing the Spark family, G Spark spoke to their submission, supporting the Rangiora Eastern Link Road. Rangiora was destined to continue to grow, and traffic congestion needed to be taken off Southbrook Road, which was currently constrained due to pressure. The Eastern Link Road was seen as a logical and positive solution to the growth strategy and a key piece of infrastructure. The Spark family owned the land that the road would go through and saw merit that one landowner owned the majority of the land and would work with the Council on this proposal. The Eastern Link Road, along with Boys and Marsh Roads, would provide a natural boundary for the Rangiora. This would provide an attractive gateway into the town, and Middle Brook could be developed as a biodiversity area.</p> <p>It was challenging for the Sparks family to keep farming off Boys Road, and they would, therefore, support the development of the Eastern Link Road progressing sooner. The family would like assurance that this project was proceeding and that the land would be purchased.</p>
Waimakariri Biodiversity Trust (Judith Roper-Lindsay)	<p>J Roper-Lindsay spoke to the Waimakariri Biodiversity Trust's submission, noting the Trust's main area of interest was the inclusion of a Biodiversity Strategy as part of the Council's LTP. The Trust consider it would be timely for the Council to adopt this Strategy now, and the outcomes should significantly improve the natural environment and connect people with nature. The community expected the Council to take the lead on this, and it was hoped that there could be an increase in the MainPower Biodiversity Fund.</p> <p>The Biodiversity Strategy was a way to connect different ecosystems, and the Trust noted its support for the Council purchase of the Lineside Road property. The Trust supported the preferred Option A.</p> <p>Councillor Fulton asked what were the questions that the Trust Coordinator was being asked to respond to. J Roper-Lindsay said requests were predominantly on how to acquire funding, but it was also noted that a large percentage of people are prepared to spend some money themselves on biodiversity projects on their properties. The Trust was already working with some farmers and their biodiversity planting they were undertaking.</p>



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	Councillor Redmond asked what the Trust's view of the Lineside Road property was, i.e., was it seen as a flood plain or a wetland? J Roper-Lindsay noted that it was listed on the ECan database as a wetland.
Food Secure North Canterbury (Krysten Phillips and Philippa Hunt)	<p>K Phillips and P Hunt spoke to the submission of the Food Secure Group, which supported the Council adopting a Biodiversity Strategy. The Group also supported edible plantings and food forests that allowed foraging, which were established in Council reserves throughout the district, and engaging with schools to increase food security in the district. They would like to see more opportunities for these throughout the district.</p> <p>P Hunt suggested that there was a real disconnect between people and where food comes from, and there are many opportunities to enhance this.</p>
North Canterbury Netball Centre (Raewyn Armstrong, Roberta Schroder and Michelle MacGuinness)	<p>R Schroder spoke to the submission on behalf of the North Canterbury Netball Centre. The Centre aspired to have all netball played at a central location in Rangiora, which included a 12-court outdoor facility on Coldstream Road near the MainPower Stadium. This would allow the Centre to host both regional and national tournaments. The Centre fully supported having the four indoor courts available at MainPower Stadium; however, having all Club netball played at a central location would reduce the doubling of administration. Overall, North Canterbury Netball currently had 1,900 members – including players, umpires, administrators, and coaches. The current courts used at Dudley Park needed to be repaired, and the cost of resurfacing the courts was estimated to be approximately \$161,000. This cost was not included in the current council LTP.</p> <p>Councillor Fulton questioned the number of indoor courts available at Manpower and the likelihood of additional courts being required. R Armstrong replied that many different levels of North Canterbury netballers used the indoor courts at the Stadium, and there were many benefits in using these courts. However, there would always be the need for outdoor courts to accommodate the number of teams in different competitions.</p>
Waimakariri Youth Council (Roby Wilson and Emily Belton)	<p>R Wilson, Co-Chair of the Youth Council, spoke to the Council's submission. She noted that a recent survey had been undertaken, to which 700 responses had been received, which was exceptional. The survey results indicated that the matters of most concern and importance to youth included:</p> <ul style="list-style-type: none"> <li>• Mental health and wellbeing.</li> <li>• Cost of living.</li> <li>• Climate change.</li> </ul> <p>The Youth Council would like to see the Council exploring ways to reduce racism in the community and supporting initiatives to help with this.</p> <p>The Youth Council requested consideration to installing a Boccia Court at MainPower Stadium. Councillor Cairns suggested temporary markings could be put on the courts in MainPower Stadium to set up the boccia court, and R Wilson supported this suggestion.</p> <p>Mayor Gordon acknowledged R Wilson and Z Lappin, and the work they had done with the Youth Council</p>

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<p>Rangiora High School (Simon Green, Bruce Kearney, Adam Wake and Millie Wright)</p>	<p>S Green (RHS Board Member) spoke to the Rangiora High School submission which expressed concerns with the traffic outside the school at the peak times, before and after school. S Green requested the Council to provide some assistance with suggestions for improvements to road safety around the school.</p> <p>A Wake spoke on the traffic and pedestrian congestion on Wales Street, Edwards Street and East Belt. He suggested installing pedestrian controls in this area, to make it safer for pedestrians, as well as young drivers. It was also pointed out that 50% of students travelled to and from school on buses and there needed to be further space for the buses to stop and turn. It was also noted that very few students used their bikes to travel to and from school.</p> <p>School sport was also played at both Mainpower Oval and the Mainpower Hockey Turf and it was requested that a path be installed along East Belt to Mainpower Oval to access the cricket grounds with a continuation behind Mainpower Oval to the Hockey Turf.</p> <p>Mayor Gordon noted that the Council's Road Safety Coordinator would be in contact with the school to consider some immediate measures that could assist while longer term measures were considered.</p>
<p>Rangiora High School Farm (David Newsham-West)</p>	<p>David Newsham-West, Sustainability Coordinator at the High School presented this submission. The High School needed to ensure that the land that it owned and currently run as an agricultural learning facility was maintained as greenspace. There was commitment to ensure that students spent more time ensuring this space was maintained and available to more students other than the agricultural students. There was a vision to maintain this land for environmental, agricultural and sustainability purposes which would include biodiversity planting and wellbeing planting to provide an area for the public to walk through and provide opportunity for learning for other schools. The School would like to establish a partnership arrangement with the Council Greenspace team to ensure the area was not lost to development. The School would like some funding and support from the Council to progress the vision which would benefit of as many people as possible. The land had a value of over \$20m however it was the intention of the School Board to maintain this as a greenspace area for education and future sustainability.</p> <p>Councillor Cairns enquired about the option of including a food forest and D Newsham-West advised that this was seen as a way of giving back to the community rather than as it is currently locked into the school. It was envisaged to expand on the work that Comcol already do on the farmland they leased.</p> <p>There was a steering committee that met once a term with members from various educational facilities and universities. It was envisaged there would be collaboration with other learning institutions who were interested in this proposal for the land.</p> <p>Councillor Ward asked if there was any government funding available. It was advised that the current funding for the 26 agricultural student's agricultural training was from Primary Industries,. Because this farm was an added extra to the school, it did not qualify for government funding. It was hoped to secure some ongoing funding to make the land sustainable and this was currently being investigated.</p>



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<p>Comcol (Kate O'Brien and Eru Metcalfe)</p>	<p>K O'Brien and E Metcalfe spoke to the Comcol submission, noting their support for the Strategic Plan, and thanked the Council for the support in its own business.</p> <p>Comcol leased land from Rangiora High School and were currently establishing a biodiversity corridor which would include native plantings. This initiative included the opportunity for young people to learn about predator control. The space gave Comcol the opportunity to teach youth, and to learn about biodiversity. There was also the Comcol Grow Programme, which taught participants about planting food, growing food and using the food grown. The facility also reared chickens with IHC members assisting with the care of the chickens and utilising the eggs in food preparation.</p> <p>Engaging with youth now, to help them to learn how to identify native species, monitoring and trapping of predators would improve sustainability. Comcol also had an inhouse equine facility and worked in with the Rangiora High School equine courses.</p> <p>Mayor Gordon suggested that a visit be arranged for Councillors to the Comcol site.</p> <p>Councillor Blackie queried the possible duplication with the plans for the Rangiora High School farmland, however K O'Brien disagreed as the Comcol operation was small in comparison. Comcol was able to pilot new ideas which worked on a smaller scale however it did support the High School on their proposed endeavours for the farmland.</p> <p>It was confirmed that Comcol was a Charitable Organisation therefore there were restrictions on expanding into commercial operations. They were currently focusing on growing the native plants for use on their own site, but there may be opportunity in future to look further afield.</p>
<p>North Canterbury Neighbourhood Support (Dalice Stewart)</p>	<p>D Stewart spoke to the submission and provided a background summary of the operations of Neighbourhood Support, which helped connect neighbours, making them more resilient and the streets safer. The group was often approached by people who had never met their neighbours. The group set up meetings for the neighbourhoods to access information about the areas and this in turn, kept communities connected. Databases were established which provided information about residents, which could include details of particular health issues.</p> <p>Neighbourhood Support were also in the process of establishing more Get Ready Civil Defence Hubs in various streets in the district. One had recently been established in Silverstream and three Hubs reduced stress on Civil Defence resources in times of emergency. The Support Group sought a \$5,000 annual grant from the Council to help run the programme, noting it worked on a tight budget.</p> <p>There were currently 2,867 houses listed in NC Neighbourhood Support and this number was increasing. It was confirmed there was no cost for people to join.</p> <p>In response to a question from Councillor Cairns it was advised that there had been over 1,000 new members sign up in the past year alone. Christchurch City Council gave Christchurch Neighbourhood Support \$50,000.</p>

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Orana Wildlife Trust (Lynn Anderson)	<p>L Anderson presented this submission and was joined by Orana Wildlife Trust Board members Ben Davidson and Ian Cumberbatch. L Anderson spoke to a PowerPoint presentation. There were over 1,000 species included in 185 hectares of land. Eight and a half hectares would soon to be planted as a native forest. The park was also involved in significant conservation work which included 20 conservation breeding programmes for animals from around the world. Education was key and the school education programmes in Orana Park were very well supported. The Park was also a key tourist attraction. The animals needed care 24/7 with highly trained group of people to care for the animals; many of who were are critically endangered. There was a team of 50FTE staff who provided best practice care. The budget of \$5.1m per annum covered critical expenditure only. The gate taking income, while keeping to a price that people could afford, did not cover the operating costs. There had been \$25m raised over the years to develop the Park, which included having the only gorillas in New Zealand, here in Canterbury. Most recently there had been a \$1.8m white rhino conservation centre built. The Trust would continue to raise funds for any improvements to the Park. The other major zoos in New Zealand received significant funding from their Councils (Auckland, Hamilton and Wellington). These zoos received operational funding of between \$5m to 6m a year, as well as funding on a project-by-project basis for capital development. Orana Park needed a minimum of \$1.5m per annum towards operating costs to cover the shortfall between income and operating costs. The Trust proposed that Christchurch, Selwyn and Waimakariri Councils each provide funding, on a staged approach through the LTP, \$65,000 in the first year, building up to \$109,000 in year three onwards. This equated to \$8 per year per ratepayer. The Park implored the Council to grant this funding so it could continue to deliver to the people of the Canterbury region and visitors.</p> <p>Councillor Redmond referred to the visitor survey and asked if there were any statistics on how many Waimakariri residents visited Orana Park. It was advised that of those who completed the survey who came from Christchurch and Canterbury, approximately 15% said they were from the Waimakariri district.</p> <p>In response to a question from Councillor Fulton, it was advised that there were only two secondary schools in Canterbury that did not go to Orana Park for senior biology learning each year. There were good resources onsite to enhance these learning experiences.</p>
Southbrook Community Sports Club (Rawiri Karena and Gary McNicholl)	<p>R Karena spoke on behalf of the Southbrook Community Sports Club in support of the funding included in the Draft LTP which suggested an allocation of \$1.34m seed funding for a third of the cost for the replacement pavilion and changing rooms at Southbrook Park. Many users of the current pavilion and sports grounds had representatives present at the hearing in support of the submission, including Saracens Rugby Club, Southbrook Cricket Club, Southbrook Netball Club, Southbrook Touch, the NC Special Olympics, a School of Dance Tutor, and representatives of the North Canterbury Sport and Recreation Trust, which run primary school rugby at the park. There was a tremendous amount of support for an improved, financially viable and multi-purpose facility being built in Southbrook.</p> <p>A feasibility study was undertaken by independent consultants following the 2021-22 annual plan and the results of this 2021 study and a further study undertaken on all Council facilities at the end of 2023, highlighted the poor condition of both the changing facilities and the pavilion at Southbrook Park.</p>

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	<p>These include unsuitable changing facilities for women's sport, and use of the changing facilities and pavilion by the disabled community was not currently viable, with no wheelchair access.</p> <p>Regarding funding, in addition to the Council's proposed funding, \$2.6m would be required to complete the project and there would need to be significant fundraising by the affiliated sports clubs. The Club believed there needed to be a partnership with the Council for this project to progress. The support from the Council over several years for this Club was appreciated however it required replacement. It was requested that the Council hold the \$1.3m funds until the Sports Club was ready to move forward with the project. It was possible that the project could be staged, with changing rooms being built first. There had been approaches made to other organisations for support for the building of a new facility. The facilities at Southbrook Park were used by 13,500 people each year from a wide range of recreational pursuits and were desperately in need of replacing and the Club urged the Councillors to support the proposed \$1.3m in its Draft LTP.</p> <p>In response to a question from Mayor Gordon, it was confirmed that Peter Freeman was still a member of the Working Party.</p> <p>Following question from Councillor Fulton, it was confirmed that due to the current state of the changing room facilities, the Club was losing revenue from being unable to hold events.</p> <p>Councillor Williams questioned how the facility would be run. R Karena advised that the working party had held discussions and were investigating different options on how a new facility could be managed. There had also been approaches made to other sports clubs to see if they were interested in using a new facility.</p> <p>Deputy Mayor Atkinson asked what timeline was being considered. R Karena responded that they were realistic that it would take some time to raise the funds required, and were looking at possibly four years to raise the required funds. It also needed to be decided if this was a staged project, with the changing rooms built first.</p> <p>Some draft designs had already been created. Mayor Gordon asked if the feasibility study could be sent to the Council, and this was to go to both the WDC Governance team and C Brown, General Manager Community and Recreation. Appropriate email addresses were made available to the submitter.</p> <p>It was confirmed that local tradesmen would be approached for the building of the facility.</p> <p>Councillor Mealings noted there would need to be an update to the Incorporated Societies.</p> <p>Mayor Gordon clarified that the Council would require a copy of the feasibility study, a timeline of when funding would be required and if there was any assistance required in updating the Incorporated Society information.</p> <p>Councillor Fulton asked if all member clubs would equally own the building. R Karena said he was unable to speak on behalf of all the clubs on this matter and all clubs would need to make their own decisions on this. There would be discussions required regarding the ownership.</p>

NAME/ORGANISATION	
<p>Rod Duncan (represented by Colin Wightman)</p>	<p>C Wightman presented on behalf of R Duncan, who held similar views to the submitter R Duncan. R Duncan had operated several successful businesses and did not support the proposed increase in debt that the Draft LTP was proposing. R Duncan did not support the subsequent increase in rates proposed and believed that any increase should be at the rate of inflation. The sharp rises in rates would affect resident's lives going forward. He believed that the Council should not have a continuous increase in debt and the borrowing policies were grossly irresponsible. Concern was expressed at the Council's current interest bill to LGFA. The 30% increase in outgoings was over the 9% rate increase. The Council needed to have regard to future generations.</p> <p>The staff increases from 288 in 2018 to 389 currently were highlighted with 317 external services were hired over that time. There needed to be consideration given to any surplus staff and stay with those providing the core services.</p> <p>R Duncan also suggested that the Council consider rationalizing the assets it owns and selling some of these off. He believed that if the Council continued on its current course, it would bankrupt the district.</p> <p>Councillor Redmond referred to the claim in Mr Duncan's submission that Waimakariri district had the third highest rates in New Zealand. Mr Wightman was not aware of the source of Mr Duncan's figures. It was subsequently advised that this information had come from the Tax Payers Union and would have been a past figure. Councillor Mealings pointed out that the current figures had WDC at the 14<sup>th</sup> highest rates nationally.</p>
<p>Sefton Hall Committee (Paul Lochhead)</p>	<p>P Lochhead provided background on the Sefton Hall to date. A 2019 feasibility study was undertaken, which showed that a new hall should be built, with the preferred a location in the Sefton Domain. A lease agreement was signed with the Council in March 2023, on the site of the current sports pavilion. The project was underway and a design for the hall had been completed. The final drawings were still to come, however a construction company had been approached to advise a cost based on the initial drawings and this was approximately at just over \$3m, noting that back in 2018, the figure for \$1.4m. A small sub-committee had been formed to look at fundraising and the Committee were seeking some funding from the Council's LTP towards the hall construction. The funds available at present included \$260,000 in the bank, the proceeds from the sale of the old hall property, proceeds from the sale of the former Sefton Public Library site, plus \$200,000 from the previous Council LTP. This totalled to just under \$1m.</p> <p>Councillor Ward asked if the committee had approached the Lotteries Commission for funding and if any assistance was required with these applications. P Lochhead advised that the subcommittee had just started this process.</p> <p>In response to a question from Councillor Fulton on parking, P Lochhead said parking for up to 50 vehicles may be required at the lower part of the domain.</p> <p>Mayor Gordon said the Council would look at providing assistance in progressing the sale of the Sefton Library. Councillor Redmond advised that there had been a public notice regarding the Sefton Library, and that this matter was progressing.</p>

There being no further business, the meeting closed at 6.20pm.

CONFIRMED

\_\_\_\_\_  
Chairperson  
Mayor Dan Gordon

\_\_\_\_\_  
Date

**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL FOR THE HEARING OF SUBMISSION TO THE DRAFT 2024-34 LONG TERM PLAN, HELD IN THE COUNCIL CHAMBER, RANGIORA SERVICE CENTRE, 215 HIGH STREET, RANGIORA, ON FRIDAY, 10 MAY 2024, COMMENCING AT 9AM.**

**PRESENT:**

Mayor D Gordon (Chair), Deputy Mayor N Atkinson, Councillors A Blackie, R Brine, B Cairns, T Fulton, J Goldsworthy, N Mealings, P Redmond (virtual), J Ward and P Williams.

**IN ATTENDANCE:**

J Millward (Chief Executive), S Hart (General Manager Strategy, Engagement and Economic Development), M Maxwell (Strategy and Business Manager), H Street (Corporate Planner), A Connor (Governance Support Officer) and C Fowler-Jenkins (Governance Support Officer).

**1. APOLOGIES**

Nil.

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. HEARING OF SUBMISSIONS TO THE DRAFT LONG TERM PLAN 2024-2034**

NAME/ORGANISATION	
Rhonda Mather	<p>R Mather spoke to her submission and highlighted the increase in Community Facility Fees and the lack of a library facility in the Woodend/Pegasus area. She noted that there had been a significant increase in population in the Woodend/Pegasus area since the approval of the Council's previous Long Term Plan (LTP), and the community felt the lack of a library/service centre.</p> <p>R Mather felt the increase in community facilities fees was unjust as Woodend/Pegasus and Oxford could not be aligned. While both communities had access to community centres, Oxford residents had the use of free public space in the Library and Service Centre. She also commented that the more fees increased, the more Fee Waiver applications would be received, adding a further loss to Council income.</p> <p>Councillor Cairns questioned whether it would be helpful to see the costs associated with the community facilities to rationalise the fees. R Mather believed it may be beneficial; however, she acknowledged that they were a cost to the ratepayer.</p> <p>Councillor Redmond enquired if there were users of the Pegasus Community Centre who applied for a fee discount. R Mather knew of three Community groups that received a fee waiver.</p> <p>Deputy Mayor Atkinson sought clarity on the perceived difference between the Oxford Service Centre and the Woodend Community Centre. R Mather noted that although these centres had similar facilities, it did not mean they should have the same fees. Also, Oxford had facilities within the Oxford Library for the public to use for free, in addition to paid-for facilities, whereas Woodend/Pegasus did not.</p>

NAME/ORGANISATION	
<p>Canterbury Botanical Society (Tom Ferguson)</p>	<p>T Ferguson provided a brief overview of the work being done by the Canterbury Botanical Society and noted the Society often went on field trips to the Waimakariri District due to its proximity to Christchurch. He noted the Society's support of the Council's preference for Option A to implement all actions in the Natural Environment Strategy Implementation Plan. He acknowledged that the Council should not solely undertake this as the Central Government should assist.</p> <p>Councillor Blackie questioned if the Society worked with the Council's Greenspace Team or the Waimakariri Biodiversity Trust. T Ferguson advised that the Society did not work directly with the Council; however, it worked with other community groups such as the Te Kōhaka o Tūhaitara Trust.</p> <p>Councillor Fulton asked what role the Society played in encouraging the public to participate and volunteer to conserve native flora. T Ferguson explained that the Society provided extensive education on native flora through journals. The Waimakariri District was home to Kanuka dry lands, especially. Once people saw and understood the beauty of the natural environment, they were more likely to participate in native flora conservation.</p>
<p>Gillian Giller</p>	<p>G Giller spoke to her submission, commenting on the importance of the five-crossroads intersection on Rangiora-Woodend Road. She believed the upgrading of the intersection should move forward from the 2028/29 financial year in the LTP. It was a pivotal intersection regularly used by heavy transport, and delays increased. G Giller often cycled along the Rangiora-Woodend Path and felt unsafe riding through the five crossroads intersection.</p> <p>Responding to a question from Councillor Ward, G Giller advised that installing a roundabout at the five-crossroads intersection would help slow traffic and create gaps, resulting in fewer delays.</p> <p>Mayor Gordon noted that G Giller previously made a submission to the Council on biodiversity matters and asked if she had any views on the Council's Natural Environment Strategy. G Giller replied that her preference was to focus on existing vegetation, and the costs of maintaining native plants were very high.</p>
<p>John Coomber and Christine Coomber</p>	<p>C Coomber supported G Giller's submission and highlighted the importance of upgrading the Gressons Road intersection as part of the proposed five-crossroads intersection project. This intersection was a main link to and from State Highway One at Waikuku and was increasingly used by heavy traffic as commercial growth accelerated.</p> <p>C Coomber noted that safety at the Rangiora-Woodend and Gressons Road intersection urgently needed to be improved. Motorists did not seem to understand the importance of the sealed verge at the intersection, as cars were regularly parked along the verge, preventing traffic travelling on Rangiora-Woodend Road from safely passing traffic waiting to turn right into Gressons Road. She, therefore, urged the Council to install yellow no-parking lines and a right-turning lane in this section of Rangiora-Woodend Road to allow for the continued flow of traffic.</p> <p>Councillor Fulton asked if C Coomber was concerned about the effects the proposed changes could have on State Highway One traffic. C Coomber did not believe the requested changes would affect traffic travelling on State Highway One.</p>



NAME/ORGANISATION	
<p>Kaiapoi-Tuahiwi Community Board (Jackie Watson)</p>	<p>J Watson spoke to the Kaiapoi-Tuahiwi Community Board's submission and elaborated on the following:</p> <ul style="list-style-type: none"> <li>• The Board supported Option A for the Natural Environment Strategy.</li> <li>• The Board felt the Council needed to investigate further the level of investment in the Southbrook Sports Club and should also investigate possible partnerships with sports clubs.</li> <li>• J Watson emphasised the need for hydrotherapy at the Kaiapoi Aquatic Facility as there was a growing need.</li> <li>• The Board supported the upgrade to the Trevor Inch Memorial Library. However, the Council should consider the efficient use of funds to allow for maximum benefits and outcomes.</li> <li>• The Board agreed there was a need for further investment into flood resilience and improvements and requested that Community Boards have input into flooding matters.</li> <li>• The Board supported Option A for the Rangiora Eastern Road Link; however, if New Zealand Transport Agency/Waka Kotahi (NZTA) funding was not forthcoming, the Council should instead consider Option C.</li> <li>• The Board supported the Waimakariri Arts Strategy and requested some of the resources be made available for administration, compliance requirements and promotion of the Waimakariri District's art galleries.</li> <li>• The Board requests that the Council consider establishing an in-house Traffic Management Team, which would reduce costs in the future. This team could also assist community groups with traffic management for events district-wide.</li> <li>• The Board supported improvements to Norman Kirk Park that would enable it to become a viable, vibrant event space in Kaiapoi. Several successful events have already been held in the park, and any improvements would be eagerly welcomed.</li> <li>• The Board also supported the development of a Mixed-Use Business Area in Kaiapoi and commended the Council for its support of the developer.</li> </ul> <p>Councillor Redmond sought the Board's view on the proposed average rate increase. J Watson stated the Board was happy the proposed rate increase was under 10%.</p> <p>Councillor Redmond then questioned whether the Board felt the market square proposed in the Mixed-Use Business Area was appropriate. J Watson believed it would be a good location for a market square; however, the Board was not concerned if one could not be developed.</p>
<p>Morris Harris</p>	<p>M Harris took his submission as read. However, he noted that the Southbrook Sports grounds were unsuitable, especially in winter. He felt the A&amp;P Showgrounds may be a better facility for the Council to invest in. He supported the extension of the Trevor Inch Memorial Library to include the Civic Centre and the Rangiora Museum, as this would reduce the need for minor refurbishments and the leasing of further buildings to house staff.</p> <p>M Harris agreed that the Council should mitigate flooding. However, he did not believe establishing a permanent Infrastructure Resilience Team was the solution.</p> <p>M Harris supported planning for the future development of the Rangiora Eastern Link Road. However, he was not supportive of all Waimakariri ratepayers bearing the cost as the road would only be used by some.</p>



NAME/ORGANISATION	
	<p>Councillor Brine asked if M Harris was aware of any upgrades to the A&amp;P Showgrounds, and M Harris noted that the changing sheds had been refurbished recently.</p> <p>Responding to a question from Councillor Ward, M Harris acknowledged the traffic congestion through Southbrook and Woodend; however, he believed there were better solutions than planned.</p> <p>Councillor Redmond sought M Harris's views on the state of Skew Bridge. M Harris believed that the bridge needed urgent upgrading and should be prioritised over the Rangiora Eastern Link Road development.</p>
<p>Waimakariri Access Group (Shona Powell, Monique Fleming and Caroline Spollen)</p>	<p>M Fleming noted that the Waimakariri Access Group (WAG) was a collaborative advocacy group to ensure disabled people's voices were heard, as one in four people in New Zealand had a disability.</p> <p>C Spollen from the Chris Ruth Centre highlighted the need for a mobile adult hoist at Council Aquatic Facilities. The Centre's clients struggled to access the warmer pools safely, and the changing facilities also did not cater to adults with disabilities. Only one wet chair was available at the Dudley Park Aquatic Centre, and the ramp into the pool was too steep. The Council previously agreed to fund an adult hoist; however, the funds were needed for maintenance costs.</p> <p>M Fleming advised that WAG supported the Waimakariri Youth Council's submission to install permanent Boccia and Bocce court markings at MainPower Stadium. The inaugural North Canterbury Inclusive Sports Day held last year highlighted the level of interest in these sports.</p> <p>M Fleming noted that the lack of access to public transport is a significant limitation for people with disabilities. She suggested that the Council, in conjunction with Environment Canterbury, should audit the accessibility of Waimakariri bus stops. WAG also believed that the number of disabled carparks needed to increase, be longer and wider, allowing wheelchairs to exit out the side and rear of vehicles, and allow for longer parking times for users.</p> <p>M Fleming requested that reversible core board signage be available at all Council public-facing facilities for staff use. This would allow intellectually impaired community members to communicate with council staff independently.</p> <p>There were no questions from elected members.</p>
<p>Te Kohaka o Tuhaitara Trust (Joseph Hullen)</p>	<p>J Hullen took the Te Kōhaka o Tūhaitara Trust's submission as read and thanked the Council for its ongoing support of the Trust. He noted that the Trust valued its good relationship with the Council. J Hullen advised that the Trust supported Option A of the Natural Environment Strategy.</p> <p>There were no questions from elected members.</p>
<p>Joe Holland</p>	<p>J Holland noted that he was not supportive of the Council's draft LTP, as it focused on expenditure and included plans for over-expenditure and further ratepayer indebtedness. The government, including local authorities, wished to force the debt-enslaved communities to implement a system based on universal income and a social credit system.</p>

NAME/ORGANISATION	
	<p>J Holland commented that the Council and its families would be remembered for the initiatives they implemented, such as unnecessary land acquisition, unsustainable rate rises, and 15-minute cities. If the Council continued in its current direction and did not listen to the people, they would leave the Council system and create their own parallel system. Standing Orders or prescriptive Central Government entities would not regulate the proposed system.</p> <p>J Holland called for open and honest debate on public concerns, which would lead to openness, transparency, and trust in public figures. He was concerned that people questioning the Council were being branded as conspiracy theorists. He urged the Council to attend public meetings and engage with residents.</p> <p>J Holland noted that the climate changed naturally, and the Council should invest in alternative solutions for clean and sustainable energy for the Waimakariri community.</p> <p>J Holland believed that the Council should, on record, undertake to:</p> <ul style="list-style-type: none"> <li>• Never again place restrictions on Waimakariri residents for not having documentation such as a vaccine passport.</li> <li>• apologise to the people for the implementation of restrictions.</li> <li>• poison the community with fluoride.</li> <li>• support the United Nations Sustainable Development Goals.</li> </ul> <p>J Holland advised that he would withdraw his consent to the Council as a living man, including withdrawing his financial contribution in rates, and would actively encourage and support as many other people as possible to do the same.</p> <p>Following a question from Councillor Redmond, J Holland stated he did not support using debt to fund capital works and infrastructure.</p> <p>Councillor Redmond further enquired about what alternative sources of funding infrastructure were proposed. J Holland commented that there were no alternative sources of funding. The Council would, therefore, have to work to regain community support and host Community Action Days. He believed that the Council's debt was unsustainable.</p>

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 10.33AM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson  
Mayor Dan Gordon

\_\_\_\_\_  
Date

**WAIMAKARIRI DISTRICT COUNCIL**

**REPORT FOR INFORMATION**

**FILE NO and TRIM NO:** EXT-39 / 240416059490

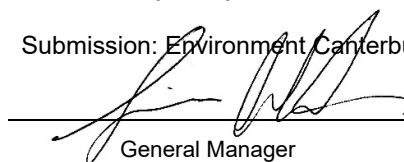
**REPORT TO:** COUNCIL

**DATE OF MEETING:** 4 June 2024

**AUTHOR(S):** Témi Allinson  
Senior Policy Analyst

**SUBJECT:** Submission: Environment Canterbury Long-Term Plan

**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)

  
General Manager

  
Chief Executive

**1. SUMMARY**

- 1.1 The purpose of this report is to provide Council with the formal opportunity to receive a submission that was submitted to meet Environment Canterbury's (ECan) timeframes but was not able to be received at a formal Council meeting prior to that submission date.
- 1.2 The draft submission was circulated via email to Councillors and the Mayor for their review prior to being finalised by staff.
- 1.3 The submission was also considered by the Management Team prior to being finalised and submitted.

Attachments:

- i. Document 240327048995 – WDC Submission on ECan LTP 2024 - 34

**2. RECOMMENDATION**

**THAT** the Council:

- (a) **Receives** Report No. 240416059490.
- (b) **Receives** the attached submission on Environment Canterbury's Long-Term Plan. (TRIM: 240327048995)
- (c) **Circulates** the report and attached submission to the community boards for their information.

**3. BACKGROUND**

- 3.1. Environment Canterbury (ECan) has just concluded a public consultation exercise on its draft Long-Term Plan (LTP). The consultation closed on 14 April 2024.
- 3.2. The draft LTP sets out ECan's commitment to the community, what it plans to do over the next ten years, how much it will cost and how it will be funded. The proposals in the draft LTP will have an impact on the well-being of members of the district, and it was appropriate that Council have a say on them.
- 3.3. ECan's draft LTP signalled a shift in approach to its work as activities are now grouped around three core services of:

- 3.3.1. Environmental Regulation and Protection
- 3.3.2. Community Preparedness and Response to Hazards
- 3.3.3. Public Transport
- 3.4. Across these three core services, ECan is proposing to invest more than \$340 million in the first year of the Long-Term Plan 2024-34 alone. This is a considerable increase on the \$270 million programme that was carried out in 2023/24.
- 3.5. The proposed programme of work and increase in investment means that the average rates revenue increase across the region is 24.2%.
- 3.6. A series of workshops were held with Council to provide an opportunity to consider the key proposals of the draft LTP and provide staff with guidance on Council's position on the proposals.
- 3.7. In its submission, Council commended ECan for its able stewardship of the communities' assets and resources and expressed its appreciation for the mutually rewarding partnership and the support we receive as part of our Civil Defence and Emergency Management Responses.
- 3.8. Council also acknowledged that these are financially challenging times that require nimbleness and a shift in traditional approaches. ECan was urged to consider alternative means to access funding to undertake the work beyond a sharp increase in rates. The full details of Council's submission are available in the document that accompanies this report [Trim: 240327048995].

#### **Result of Submissions**

- 3.9. ECan has held a public hearings and deliberations process on the feedback received as part of this consultation; and some changes have been proposed.
- 3.10. Changes to the options released for public consultation have resulted in a total increase in rates revenue of 17.9 per cent in Year 1 (2024/25). This is down from the 24.2 per cent proposed for consultation. The actual rates for each property will vary depending on location and what targeted rates apply.
- 3.11. ECan staff are now working on finalising the draft Long-Term Plan 2024-34. Following an audit review in early June, it will then be presented to the ECan Council for adoption on 26 June.

#### **4. ISSUES AND OPTIONS**

- 4.1 Issues and options in relation to the topic and the subject of the submissions have been canvassed as part of preparing the submissions.
- 4.2 There are no anticipated issues with this report. The Council has two options: it may receive the report and the submissions, or request staff to withdraw the submission.

#### **Implications for Community Wellbeing**

There are no implications on community wellbeing by the issues and options that are the subject matter of this report.

- 4.3 The Management Team has reviewed this report and support the recommendations.

#### **5. COMMUNITY VIEWS**

##### **5.1. Mana whenua**

Te Ngāi Tūāhuriri hapū are not likely to be affected by the submission.

## 5.2. **Groups and Organisations**

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report.

## 5.3. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report. The likely impacts will emerge as the range of proposed projects identified in the draft plan are made operational. Council will need to consider these carefully as they unfold.

# 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

## 6.1. **Financial Implications**

There are no financial implications of the decisions sought by this report.

## 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report have sustainability and/or climate change impacts. The ECan LTP is proposing a project to investigate, design, and implement a secondary stop bank scheme on the South side of the Ashley River from Mt Thomas Rd / Priors Rd area to Rangiora, plus other secondary banks downstream

## 6.3 **Risk Management**

There are no risks arising from the adoption/implementation of the recommendations in this report.

## 6.3 **Health and Safety**

There are no health and safety risks arising from the adoption/implementation of the recommendations in this report.

# 7. **CONTEXT**

## 7.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

## 7.2. **Authorising Legislation**

*Local Government Act 2002*

## 7.3. **Consistency with Community Outcomes**

All four of Council's community outcomes are relevant to the actions arising from recommendations in this report.

- A place where everyone can have a sense of belonging.
- A place where our people are enabled to thrive and give creative expression to their identity and heritage.
- A place that values and restores our environment.
- A place that is supported by a resilient and innovative economy.

## 7.4. **Authorising Delegations**

No additional delegations are requested as a result of this report.

12 April 2024

Environment Canterbury  
PO Box 345  
Christchurch 8140  
Aotearoa, New Zealand

[haveyoursay@ecan.govt.nz](mailto:haveyoursay@ecan.govt.nz)

## **WAIMAKARIRI DISTRICT COUNCIL SUBMISSION ON THE DRAFT ENVIRONMENT CANTERBURY LONG-TERM PLAN 2024 - 34**

### **Introduction**

1. The Waimakariri District Council (the Council) thanks Environment Canterbury (ECan) for the opportunity to provide comment on its draft Long-Term Plan (LTP) 2024 – 34.

### **Background / Context**

2. Waimakariri District is a high growth district with a current population of 70,000 and is projected to reach 100,000 by 2043. Strengthening and maintaining a healthy, resilient and functional environment is critical for the well-being of residents in our growing district.
3. Geographically, socio-culturally, and economically Waimakariri District is primarily a rural district. People identify with and are attracted to a 'country lifestyle'. However, the district's proximity to Christchurch City means it has a significant and growing urban and 'peri-urban' population. Approximately 60 percent of residents live in the four main urban areas of Rangiora, Kaiapoi, Woodend/Pegasus and Oxford. The remainder live in smaller settlements or the district's rural area, including approximately 6000 rural-residential or rural 'lifestyle' blocks.
4. Much like ECan, the Council has a responsibility for making decisions about activities at a local and/or regional level to ensure a healthy environment, support thriving families and businesses, and provide safe spaces for all. We are mindful of the constraints of the prevailing economic environment and the tension that comes with balancing these considerations against meeting community expectations and providing critical infrastructure and services across the Canterbury region.
5. We commend ECan for its able stewardship of the communities' assets and resources. Council values its mutually rewarding partnership with ECan and greatly appreciate the support we receive as part of our Civil Defence and Emergency Management Responses.

## Submission

6. The Council seeks to make the following general points of submission. Detailed feedback on ECan's three core service areas is set out in the appendix document that accompanies this letter.
7. Council acknowledges that these are financially challenging times that require nimbleness and a shift in traditional approaches. We would urge ECan to consider alternative means to access funding to undertake the work beyond a sharp increase in rates. We note that ECan has extremely low levels of debt, with approximately \$1.4bn of assets.
8. Although ECan has proposed taking on some modest amounts of debt as part of its draft LTP proposal, it also intends to repay these debts within 10 years. Council is concerned that this time frame is too short and fails to adequately consider the need for intergenerational equity - as these are long life assets with benefits well beyond the lifetime period of the current rate payer base. If the infrastructure to be funded by debt will provide a long-lived service as required by the Local Government Act 2002 (LGA), then the repayment term for the debt could be extended to at least 25 years to limit the front loading of debt and allow for a slower pace of repayment and is a way to look at reducing the rating impact.
9. As a territorial authority, Council has adopted a similar approach to its infrastructure provision, and this has allowed us to progress with key infrastructure provision that cannot be deferred while maintaining a lower level of rates increase for our communities.
10. Council is supportive of the transition from traditional flood protection to a holistic, whole of river approach to waterways management outlined in ECan's Infrastructure Strategy. We consider that this provides co-benefits for climate change adaptation and indigenous biodiversity protection and restoration. It is also consistent with traditional iwi and Māori viewpoints and positions established in both Council's own draft Natural Environment Strategy and the Canterbury Region's Climate Change Partnership Plan (CCPP) blue-green infrastructure network aspirations.
11. The Council supports the lead role ECan has in coordinating climate action across the region through the Mayoral Forum and Climate Change Working and Reference Groups culminating in a Climate Change Partnership Plan. Providing specialist climate advice, data and resources to help inform the work of smaller local authorities is a cost-effective and efficient way of providing support. Climate change doesn't recognise Council boundaries, so working together in partnership everyone interests to help address and mitigate the effects of climate change.
12. Council agrees that it is necessary to be ambitious and do more for our environment and where possible, accelerate delivery of investment. We therefore support ECan's climate response actions and urge ECan to weigh up the benefits of deferring delivery because of affordability considerations against the risk of higher costs associated with responding to a significant climate event.

13. We also support and urge ECan to prioritise its flood resilience and hazard protection works. Council agrees that it is necessary to improve existing flood resilience measures. However, the preferred option (Option 2) reduces the number of capital projects to deliver this and delivers it over a slower period of time for affordability reasons. However, record-breaking rain events are becoming more common as the planet heats up putting more moisture into the atmosphere.
14. In 2021, the greatest intensity of rain (551mm) ever recorded fell in three days over the Canterbury foothills. The resulting floodwaters damaged houses, farms and infrastructure, cut off small towns and closed transport routes. According to Forest and Bird's Making Room for Rivers (2022), there were 3800 insurance claims totalling \$46.4m and \$5m of damage to roads. The cost of repairing one event can be significantly more expensive than taking preventative action and so we strongly urge ECan to weigh up the risk of continuing to defer important flood protection works.
15. Having experienced regular flooding in our District and throughout Canterbury it is important that we prioritise flood resilience measures. As part of this we fully support the report authored by ECan and other regional Councils "Before the deluge" seeking co-funding with central government to help address these significant challenges.
16. We would like together on a river rating review for the Waimakariri District and to discuss timing that would align with a review we are planning to have of our own water, wastewater and drainage schemes before our next LTP.
17. We endorse ECan's long term aspirations for regenerating the natural environment as ecosystem health is essential for human wellbeing and a pre-condition for climate-resilient development. We note that a key part of delivering this is through providing funding support to the community – both landowners and community groups.
18. Empowering communities to take action provides greater value for money through volunteer effort and improves community commitment to valuing nature. However, we are concerned that the proposed reductions in community funding are not consistent with this.
19. Council endorses the proposal to increase investment in resource consenting and compliance. This is in accordance with national guidance which has been advocating for councils to do more in the areas of compliance monitoring and enforcement. An improved resource consent processing service will also benefit some of our Waimakariri District Council projects directly as well as benefit development in our district by helping to ensure developers' resource consents are granted in a timely manner.
20. We support ECan's preferred public transport option (Option 1) as it delivers on the PT Futures Business Case in the agreed timeframe and will improve public transport and support growth in the Greater Christchurch area. However, we are unsure how these proposals reconcile against the newly released Government Policy Statement - Land Transport 2024 - 34 and whether a change in proposition will be required.



21. In particular, we note that the draft LTP proposes significant cost increases for ECan's Public Transport services across LTP years 1 - 3; and are mindful that these have direct cost implications for rates. We suggest that ECan give serious consideration to increasing the proportion of fare box recovery to supplement this increase in cost. However, the scope for higher farebox recovery will need to be carefully balanced to ensure the gains made in mode shift over the last three years are not lost.
22. We appreciate the work being done by ECan in protecting regional biodiversity. Council has recently acquired an 85-hectare block between Lineside and Revells Roads, which is prone to flooding, to serve as a wetland in support of its biodiversity aspirations. We would welcome the opportunity to partner with ECan and Ngāi Tūāhuriri on achieving this.
23. Council continues to have concerns around the navigation and safety of the Kaiapoi River. The river is a popular destination for our communities, and we would urge ECan to consider raising its levels of service to protect users. We would also like to draw attention to the build-up of silt which is also posing a navigational hazard to river users.
24. Council supports the aspiration to have the RPS notified by December 2024. It is an important document for setting the direction of resource management outcomes in the district and we advocate for its timely and efficient progression. We also advocate that a meeting with Mayors across the Canterbury region be convened to discuss the provisions of the RPS prior to its development.
25. The aspect of the RPS that will cover air noise contours is a significant issue for Greater Christchurch councils and seeking an early engagement with Christchurch International Airport to discuss how we can protect the operation of the airport but not have an undue impact on future development opportunities in Christchurch City and Waimakariri and Selwyn Districts. We are optimistic a pragmatic way forward exists and we are keen to have discussions with key parties to see if this can be achieved.
26. We note your proposed 24.4% increase for 2024 - 25 (i.e. LTP Year 1). We urge ECan to explore other measures of meeting the costs for planned activities, such as refinancing and extending its current and future debt repayment terms that may be a way of reducing this year and future increases.

## Conclusion

27. WDC thanks ECan for the opportunity to comment on its draft LTP. We commend the initiative that has been applied to the work and look forward to continuing to partner with ECan on the delivery of its proposed services across the Waimakariri District.
28. We would appreciate the opportunity to speak to the Hearings Panel in support of our submission.

Our contact for service and questions is Témi Allinson – Senior Policy Analyst (027 337 8116 or [temi.allinson@wmk.govt.nz](mailto:temi.allinson@wmk.govt.nz)).

Yours faithfully



Dan Gordon  
**Mayor**



Jeff Millward  
**Chief Executive**

**Waimakariri District Council**  
 215 High Street  
 Private Bag 1005  
 Rangiora 7440, New Zealand  
**Phone** 0800 965 468

<b>Topic</b>	Environmental Regulation and Protection.
<b>Response</b>	<p>Council agrees that it is very important to maintain current level of investment in responding to events where environmental harm is occurring. There must be consistent and effective enforcement of the rules and regulations which currently exist, especially those which prevent further loss of indigenous biodiversity, such as the clearance of indigenous biodiversity and degradation/removal of wetlands. It is only through consistency that the enforcement of these rules and regulations becomes expected and accepted and therefore given their full effect.</p> <p>We also support the increased investment in regulation and compliance monitoring. This area of work has not functioned optimally in the recent past and therefore any further investment to shore up this service is welcomed. However, to support this regulatory work, it is beneficial to encourage the work of communities to promote self-determination, empowerment and build community inclusion. This is particularly important for mental wellbeing. We fully support the increased partnership funding with ngā Papatipu Rūnanga and advocate for a similar approach to other community funding.</p> <p>Therefore, we do not support reducing current levels of catchment-based biodiversity programme funding by \$0.9m (option 2 - preferred). We would prefer this to be maintained at current levels rather than option 1 (increase by \$1.9m) to take into account affordability issues. Also, to maintain current levels of community incentive funding and contestable community grant funding rather than reducing or increasing as per the options provided. The Council has just completed a draft Waimakariri Natural Environment Strategy (WNES) and one of the key strategic actions of the strategy is to partner with others to maximise value for money and to make it easy for people to connect with nature. Research shows that the more people interact with nature the more they value it and therefore desire to protect it. Community groups across Waimakariri have identified accessing funding as the most challenging aspect of the volunteer work they do. Landowners and volunteer groups, and by extension the natural environment, have benefitted from ECan's community funding programmes and given current biodiversity/climate-related issues it is more necessary than ever to continue this level of support.</p> <p>Additionally, the draft Canterbury Climate Partnership Plan includes a key strategic action for a regional blue green infrastructure (BGI) network as a nature-based climate change solution and to increase natural capital. This would have an overarching strategic framework for the region, but implementation would be locally led. It is anticipated that some of this local implementation could be funded through the catchment-based biodiversity programme funding leading to an increase in demand for these funds.</p>

	<p>We support increasing investment in gathering high quality data (option2). If possible, we would endorse the increased investment in environmental monitoring data collection that has been identified in option 1. Providing data such as biodiversity mapping through Eco-index and developing monitoring systems at a regional level that are then made accessible to Canterbury Councils prevents duplication of effort and ensures consistency of approach. Access to consistent and reliable information will be instrumental to helping Councils across the region in identifying the most cost-efficient effective action.</p> <p>There is an inherent lack of monitoring with regard to biodiversity and conservation. “You can’t manage what you don’t measure”- therefore, without increased insight into trends and outcomes, efforts may be wasted or inefficient. Environmental monitoring data is important.</p>
Topic	Community Preparedness and Response to Hazards.
<b>Response</b>	<p>We commend ECan’s preferred option (Option 2) and consider the CDEM proposals as timely and welcome. Lessons learned from the review of NZ’s emergency response capability and capacity post-2019; the Canterbury CDEM review of the May 2021 floods; the KPMG review conducted last year of Canterbury CDEM; and the proposed EM Bill, all point towards the need for strengthening community resilience through enhanced emergency management capability and capacity. We agree that Option 3 which sees a significant decrease in LOS for flood and resilience services would be an unwelcome proposal that is counter to the findings of all these reviews.</p> <p>We support the proposed increased investment in improving the flood and river resilience service as outlined in option 2. However, we think ECan should consider including ‘Increasing the investment in coastal hazards science’ as provided for in Option 1 in this scope. Many properties across the region are likely to be impacted by sea level rise and indigenous biodiversity is also likely to be significantly adversely impacted. We therefore think there is a clear and pressing need to have good evidence to inform timely decision-making. As a compromise, we think including this piece of work could be delayed till LTP year 2 if that will help with affordability, but we do not recommend that it be deferred longer than that as the scientific knowledge is needed now.</p> <p>Within the ‘Supporting Information for Our 10-year Plan’ document, their long-term aspirations outcomes (page 92) of ‘Empowered communities taking action’ and ‘prepared and resilient communities’ both align with the National Disaster Resilience Strategy and the Canterbury CDEM vision of a Resilient Waitaha.</p> <p>Overall, we are concerned that the core services associated with the Community Preparedness and Response to Hazards are</p>

	<p>somewhat disjointed and do not give appropriate emphasis or support to community involvement. The five services (1 - build and maintain flood protection; 2 - monitor rainfall and river flow and provide warnings; 3 - provide the community info on contaminated land and natural hazards; 4 - enable the CDEM Group; and 5 - deliver Harbourmaster services) that have been identified as giving effect to this core service, are predominantly not about the community. With exception to providing community info on hazards, they appear to be mostly focussed on providing resources to agencies who can support the community rather than enabling local capacity in the community to help it prepare itself to respond.</p> <p>We agree that while it is necessary to strengthen the CDEM Group; this in itself does not enable nor empower the community and greater emphasis needs to be provided in this regard.</p>
Topic	Public Transport.
Response	<p>Council supports ECan's identification of Option 1 as the preferred option. We consider that it allows for the continuous programme and the delivery of the PT Future within the 10 years as endorsed by the GCP. This includes making all core routes 10-minute frequencies, continuing diesel bus replacement (end of life) with electric buses, security improvement, tools &amp; systems improvements, an additional ferry, and the ability to be able to respond to changes in demand - which cannot currently be done. Also includes for the investigation of On Demand services in Greater Christchurch but no implementation at this stage.</p> <p>We are mindful that improved services for the Waimakariri District will not come into effect till LTP years 2 and 3 and as such this is likely when higher rates increase under the direct services targeted rate would also come into effect. However, from the rating impacts for Waimakariri District provided in the consultation document it is not clearly stated what this would be beyond Year 1.</p> <p>Additionally, we note that the preferred option includes continuing the replacement of the end-of-life diesel fleet with electric buses, which will achieve emissions reduction, and provides for sustainability and healthy living outcomes for our communities.</p> <p>We note that the draft LTP proposes significant cost increases for ECan's Public Transport services across LTP years 1 - 3; and are mindful that these have direct cost implications for rates. We suggest that ECan give serious consideration to increasing the proportion of fare box recovery to supplement this increase in cost. We acknowledge that that requiring increased fare-box recovery will likely impact those on lower incomes, however we do not think a modest increase will be a major deterrent or reduce the attractiveness of public transport. From the feedback we have received, what limits the uptake in public transport patronage is due to the frequency of buses, and the convenience of the timetables. Any effort to gain an increase in farebox take will need to</p>

	<p>bear this in mind or else there is the real risk of reducing patronage, further impacting revenue and service provision, and making public transport unattractive to commuters.</p> <p>The scope for higher farebox recovery will need to be carefully balanced to ensure the gains made in mode shift over the last three years are not lost.</p>
Topic	Service Measures
Response	<p>Council generally supports the proposed service measures and provides specific feedback on a few of them as below:</p> <ul style="list-style-type: none"> <li>• Service Measure 1: Council supports the aspiration to have the RPS notified by December 2024. It is an important document for setting the direction of resource management outcomes in the district and we advocate for its timely and efficient progression. We also advocate that a meeting with Mayors across the Canterbury region be convened to discuss the provisions of the RPS prior to its development.</li> <li>• Service Measure 21: This is a credible measure of providing flood warning and advisory services.</li> <li>• Service Measures 24 – 25: These could be strengthened to better enable CDEM support and leadership to the community. Stronger and more meaningful measures would be the quality/standard of response plans and trained competence of CDEM Group staff. The number of response plans and the number of staff could be rendered meaningless if the plans are weak and the trained competence of staff is low.</li> <li>• Service measures 28 -35: We agree with the proposed new measures and support the introduction of a safety measure as this has been an area of concern for users of the public transport network. <ul style="list-style-type: none"> <li>○ We also support the new measure for bus and ferry services starting on time, as timeliness is important for customers and can impact peoples trust in public transport.</li> <li>○ We note that in the draft GPS the Government has noted they are reviewing the Emissions Reduction Plan and will be releasing a version 2 with the final GPS in July. Until this time it will not clear be whether targets in this area may change.</li> </ul> </li> </ul>
Topic	Ashley Rakahuri River Rating
Response	<p>Council supports the inclusion of the \$15M capital works budget to be spent on the Ashley Rakahuri stopbank system. We however request that as part of the delivery process, ECan staff work closely with WDC staff to:</p> <ul style="list-style-type: none"> <li>• Identify the desired flood return Level of Service (LOS)</li> <li>• The optimum method of protecting the district to meet that LOS - while balancing cost and risk</li> <li>• Agree on the proposed implementation plan and advise WDC staff on outcomes</li> </ul>

	<p>We are mindful of the potential rating impact of these proposals on some of our communities, and request ECan to engage with the Council to review the current Ashley Rakahuri rating approach, including the basis of rating and boundary, ahead of the next ECan LTP.</p> <p>We note that ECan in consulting on a proposal to introduce a district-wide flood and river resilience in Selwyn District; and that while this will be initially trialled as a separate rate charged to Selwyn district ratepayers in addition to the District's existing six river and drainage rating districts. There is the intention is that they will be folded into one holistic approach for the district in the future. We urge that a similar approach be considered for the Waimakariri District</p>
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**WAIMAKARIRI DISTRICT COUNCIL**

**REPORT FOR DECISION**

**FILE NO and TRIM NO:** RES-34 / 240502069340

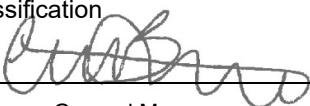
**REPORT TO:** Council

**DATE OF MEETING:** 4 June 2024

**AUTHOR(S):** Anna Childs, Acquisitions & Disposals Officer  
Chrissy Taylor-Claude, Parks Officer

**SUBJECT:** 46 Main North Road, Kaiapoi - Public & Iwi Feedback - Reserve Classification

**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)

  
General Manager

  
Chief Executive

**1. SUMMARY**

- 1.1. This report is to provide Council with an update on the reserve classification for 46 Main North Road, Kaiapoi ('Property') under the Reserves Act 1977 as a Local Purpose Amenity Linkage Reserve and provide Council with the public and Iwi feedback received.
- 1.2. Following a previous report to Council in October 2022 (*Attachment i*), The Property Group has completed the public notification process around the reserve classification under s16(4) of the Reserves Act 1977. A notice was published in the North Canterbury News on 1 February 2024 (*Attachment ii*), and any submission or objections were to be made to Council in writing no later than 2 March 2024.
- 1.3. As of 2 March 2024, we have received no submissions or objections from the public in relation to this Reserve Classification.
- 1.4. We obtained a Cultural Advice Report from Mahaanui Kurataiao Limited (*Attachment iii*), and the report advised that Te Ngāi Tūāhuriri Rūnanga are not in opposition to the proposal.
- 1.5. The Cultural Advice Report also advised the following:

*"Lowland streams in the Waimakariri catchment were historically significant sources of mahinga kai. However, physical modification for flood control, drainage, and pollution have significantly affected the ability of tāngata whenua to use these waterways as mahinga kai; and they continue to be at risk because they are located in densely populated areas where the predominant land uses are urban or rural-lifestyle. The proposed enhancement works associated with the Courtney stream and enhancement of the cultural landscape align with the policies of the Mahaanui Iwi Management Plan due to the benefit to the waterway and environment which will lead to increase in mahinga kai values."*

**Attachments:**

- i. Previous Council Report dated October 2022 (TRIM: 220808135614)
- ii. Public Notice in North Canterbury News dated 1 February 2024 (TRIM: 240502069435)
- iii. Cultural Advice Report from Mahaanui Kurataiao Limited dated December 2023 (TRIM: 240502069434)
- iv. Draft Gazette Notice (TRIM: 240502069439)



## 2. **RECOMMENDATION**

**THAT** the Council:

- (a) **Receives** Report No. 240502069340.
- (b) **Notes** Council has previously approved the proposal for the classification of 46 Main North Road as a Local Purpose Amenity Linkage Reserve under the Reserves Act 1977.
- (c) **Notes** the feedback received from Te Ngāi Tūāhuriri Rūnanga and that no submissions or objections were received from the public following the public notification.
- (d) **Approves** the classification of 46 Main North Road, Kaiapoi as a Local Purpose Amenity Linkage Reserve under section 16(1) of the Reserves Act 1977
- (e) **Delegates** to the Chief Executive and Property Manager authority to complete and execute any documentation required in conjunction with the Reserve Classification in line with the above Council approval.
- (f) **Circulates** this report to the Kaiapoi-Tuahiwi Community Board.

## 3. **BACKGROUND**

- 3.1. This Property is currently reserved for a drainage works, through which, in the middle, runs the Courtenay Stream. It was vested in the Waimakariri District Council in trust by Gazette 1950, p268 and contains 4.0469ha more or less.



Figure 1: Aerial Plan of 46 Main North Road, Kaiapoi

- 3.2. Before being vested in the Council in trust for drainage works, the Property was formerly road. The road was closed by Gazette 1946, p1013, and became Crown Land. The land was then vested in the Eyre County Council in trust for drainage works. The Property Group advised that this reserve has not been classified under the Reserves Act, despite a requirement to do so, and that, therefore, it is not technically a local purpose reserve.
- 3.3. The Arohatia te Awa Working Group has identified the Property as a valuable parcel of land and wanted to ensure that the legal status of the land allows for future development, both towards the group's aim of creating a network of river and stream-side pathways connecting communities across the district, and as a key entrance to Kaiapoi.
- 3.4. On 4 October 2022 Council approved staff progressing the reserve classification and The Property Group were engaged to complete the process. The Property Group have now completed the public notification process around the reserve classification and a notice was published in the North Canterbury News on 1 February 2024, with any submission or objections to be made to Council in writing no later than 2 March 2024.
- 3.5. As of 2 March 2024, we had received no submissions or objections from the public in relation to this Reserve Classification.
- 3.6. Pursuant to Section 4 Conservation Act 1987 to consult with Te Ngāi Tūāhuriri Rūnanga we obtained a Cultural Advice Report from Mahaanui Kurataiao Limited, which advised that Te Ngāi Tūāhuriri Rūnanga were not in opposition to the proposal.

#### 4. **ISSUES AND OPTIONS**

- 4.1. Given that no submissions or objections were received from the public, and Te Ngāi Tūāhuriri Rūnanga were not in opposition to the proposal, we can now progress to the next step of the reserve classification process and finalise the draft Gazette Notice (*Attachment iv*) and arrange execution by the Chief Executive.

##### **Implications for Community Wellbeing**

There are implications on community wellbeing by the issues and options that are the subject matter of this report. The Arohatia te Awa project is creating a network of river and stream-side pathways that will connect communities across the district and provide walking and cycling opportunities that will be incorporated into the wider plans of the region's walking and cycling networks. Classifying this land ensures this land remains in council ownership long-term, creating flexibility in terms of town entrance enhancement.

- 4.2. The Management Team has reviewed this report and support the recommendations.

#### 5. **COMMUNITY VIEWS**

##### **5.1. Mana whenua**

Te Ngāi Tūāhuriri hapū are likely to be affected by, or have an interest in the subject matter of this report, and we have obtained a Cultural Advice Report from Mahaanui Kurataiao Limited, which advised that Te Ngāi Tūāhuriri Rūnanga were not in opposition to the proposal.

Ngāi Tūāhuriri is represented on the Arohatia te Awa Working Group, which supports the reserve classification.

##### **5.2. Groups and Organisations**

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report.

Interest groups and organisations are engaged throughout the specific projects of Arohatia te Awa and consultation with internal staff ensures support from other existing asset owners.

### 5.3. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report.

A core part of the Arohatia te Awa project involves opening access to walkers and cyclists, providing residents with safe, green spaces to walk, cycle and get around the district by opening up access to the publicly owned land that borders the rivers, streams and beaches of our district.

The Working Group consists of Waimakariri District Council staff, elected members, a member of the water zone committee, Environment Canterbury and a Ngāi Tūāhuriri representative.

## 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

### 6.1. **Financial Implications**

The financial implications of the reserve classification were recorded in the previous October 2022 report, noting that the Property Group had identified a cost of approximately \$8,000 to carry out the reserve classification. This was approved by the Arohatia te Awa Working Group for expenditure and is well within budget.

### 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts.

The off-road ecological corridors being created under the project along the streams and rivers across Waimakariri District will improve water quality, create healthy ecosystems and improve in-stream habitat.

### 6.3 **Risk Management**

If the recommendations of this report are approved, the risk in terms of the future use of this land and its ownership are minimised.

### 6.3 **Health and Safety**

There are not health and safety risks arising from the adoption/implementation of the recommendations in this report.

## 7. **CONTEXT**

### 7.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

### 7.2. **Authorising Legislation**

The legislation relevant to this work is the Local Government Act and the Reserves Act 1977.

### 7.3. **Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

### 7.4. **Authorising Delegations**

The classification of land requires the approval of Council.

**ATTACHMENT i****WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION****FILE NO and TRIM NO:** TRIM Number: 220808135614**REPORT TO:** Council**DATE OF MEETING:** October 2022**AUTHOR(S):** Chris Brown, GM: Community and Recreation**SUBJECT:** 46 Main North Road (Kaiapoi) – Reserve Classification**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)  
General Manager  
Acting Chief Executive**1. SUMMARY**

- 1.1. This report is to obtain approval for a proposal to seek Reserve Classification for 46 Main North Road under the Reserves Act 1977 as a Local Purpose Amenity Linkage Reserve.
- 1.2. This piece of land is currently reserved for a drainage works, through which, in the middle, runs the Courtenay Stream.
- 1.3. The Arohatia te Awa Working Group has identified 46 Main North Road as a valuable parcel of land and would like to ensure that the legal status of the land allows for future development, both towards the group's aim of creating a network of river and stream-side pathways connecting communities across the district, and as a key entrance to Kaiapoi.

**Attachments:**

- i. Email Memorandum from the Property Group (TRIM 220809136104)
- ii. Land status check PROP-1869 (TRIM: 220519080837)
- iii. Map supplied from the Property Group showing 46 Main North Road as a road to be closed (TRIM: 220809136106).
- iv. Waimap map of 46 Main North Road, Kaiapoi.

**2. RECOMMENDATION****THAT** the Council:

- (a) **Receives** Report No. 220808135614.
- (b) **Approves** the proposal for the classification of 46 Main North Road as a Local Purpose Amenity Linkage Reserve under the Reserves Act 1977.
- (c) **Notes** the cost of classifying the land under the Reserve Act 1977 as approximately \$8,000, which will be covered by existing Arohatia te Awa budget provision.
- (d) **Circulates** to the Kaiapoi-Tuahiwi Community Board.

**3. BACKGROUND**

- 3.1. 46 Main North Road is currently reserved for a drainage works. It was vested in the Waimakariri District Council in trust by Gazette 1950 page 268.

## **ATTACHMENT i**

Before being vested in the council in trust for drainage works, this block was formerly road. The road was closed by Gazette 1946, and became Crown Land. The land was then vested in the Eyre County Council in trust for drainage works, as above.

The Property Group has advised that this reserve has not been classified under the Reserves Act, despite a requirement to do so, and that, therefore, it is not technically a local purpose reserve.

The Arohatia te Awa Working Group wish to protect this land, which it has identified as a key piece of land due to its location on the Arohatia to Awa walkway network and a key entrance to Kaiapoi, and because of the land's features, namely, being about four hectares of open grassland directly accessible to the road.

The Arohatia te Awa Working Group approved this report to go to Council at its meeting on 28 July 2022.

### **4. ISSUES AND OPTIONS**

4.1. In its advice contained in the Email Memorandum, the Property Group advise that public notification would be required. This is under section 24 of the Reserves Act.

4.2. The Property Group proposes that all aspects of the work for the reserve classification be undertaken on a time-charge basis, with a monitoring budget of \$6,680.00, plus GST and disbursements. Further, they note that provisional disbursements are expected to be around \$1,100.00 plus GST and include publication costs, government print costs and any approval costs. These costs exclude any time required to review submissions received in response to the public notification, however, if any submissions are received, these will be reviewed by a senior property consultant at \$255.00 per hour.

- Option 1:

Do nothing, noting that there is a legal requirement under the Reserves Act for the land to be classified. Conversations with Council's drainage team have identified their interest as being solely from a drainage perspective, due to the presence of the stream, with the wider reserve being of no interest to them. The Arohatia te Awa Working Group, and council staff, believe the benefits to the community regarding walkway access and amenity outweigh the drainage component of the land, and staff believe this use should be retained for the future.

- Option 2: Classify this piece of land as Local Purpose Amenity Linkage Reserve as per the recommendations of this report. Staff believe doing so will meet legal requirements and protect the land for the community, allowing the Arohatia te Awa project to link this portion up with wider walkways in the district. This piece of land is also at a key entrance to Kaiapoi, however, it is currently in a state of disrepair, being overtaken by invasive weeds, is not maintained and does not present an inviting entrance to the town of Kaiapoi. Having this land classified will allow staff and the Arohatia te Awa Working Group to progress the Arohatia te Awa project and would also allow both staff and the working group to beautify this area at the entrance of Kaiapoi.

- Council's drainage team have indicated that based on the current approach of the Department of Internal Affairs and the National Transition Unit, there would be no intentions for rural drainage assets or functions to transfer to a Water Service Entity, therefore, Council will continue to provide maintenance of this waterway. Therefore, in designing any improvements to this piece of land, these would occur alongside stormwater requirements to ensure the long-term maintenance of the waterway is not impaired.

## **ATTACHMENT i**

### **Implications for Community Wellbeing**

There are implications on community wellbeing by the issues and options that are the subject matter of this report. The Arohatia te Awa project is creating a network of river and stream-side pathways that will connect communities across the district and provide walking and cycling opportunities that will be incorporated into the wider plans of the region's walking and cycling networks. Classifying this land ensures this land remains in council ownership long-term, creating flexibility in terms of town entrance enhancement.

- 4.3. The Management Team has reviewed this report and support the recommendations.

## **5. COMMUNITY VIEWS**

### **5.1. Mana whenua**

Te Ngāi Tūāhuriri hapū are likely to be affected by, or have an interest in the subject matter of this report.

Ngāi Tūāhuriri is represented on the working group, which supports this action.

### **5.2. Groups and Organisations**

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report.

Interest groups and organisations are engaged throughout the specific projects of Arohatia te Awa and consultation with internal staff ensures support from other existing asset owners.

### **5.3. Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report.

A core part of the Arohatia te Awa project involves opening access to walkers and cyclists, providing residents with safe, green spaces to walk, cycle and get around the district by opening up access to the publicly owned land that borders the rivers, streams and beaches of our district.

The Working Group consists of Waimakariri District Council staff, elected members, a member of the water zone committee, Environment Canterbury and a Ngāi Tūāhuriri representative.

## **6. OTHER IMPLICATIONS AND RISK MANAGEMENT**

### **6.1. Financial Implications**

As per the attachment, the Property Group has identified a cost of approximately \$8,000 to carry out this work. This has been approved by the Arohatia te Awa Working Group for expenditure and is well within budget, as per the tables below:

<b>2021/22 Budget</b>			
<b>Budget</b>	<b>Actual YTD</b>	<b>Remaining</b>	<b>Comment</b>
\$285,300.00	\$119,430.42	\$165,869.58	\$200k budget for 21/22 plus \$85,300 carryover

<b>2022/23 Budget</b>		
<b>Budget</b>	<b>Actual YTD</b>	<b>Comment</b>
\$320,370	\$0	\$154,500 budget for 22/23 plus \$165,869 carryover

**ATTACHMENT i**

<b>Project Total</b>		
<b>Total Budget to Date</b>	<b>Total Expenditure To Date</b>	<b>Remaining</b>
\$454,500	\$134,159	\$320,341

**6.2. Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts.

The off-road ecological corridors being created under the project along the streams and rivers across Waimakariri District will improve water quality, create healthy ecosystems and improve in-stream habitat.

**6.3 Risk Management**

If the recommendations of this report are approved, the risk in terms of the future use of this land and its ownership are minimised.

**6.3 Health and Safety**

There are not health and safety risks arising from the adoption/implementation of the recommendations in this report.

**7. CONTEXT****7.1. Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

**7.2. Authorising Legislation**

The legislation relevant to this work is the Local Government Act and the Reserves Act 1977.

**7.3. Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

**7.4. Authorising Delegations**

The classification of land requires the approval of Council.



## 28 CLASSIFIED

The North Canterbury News, February 1, 2024

## Public Notices



### Road Stopping Portion of Campbell Street adjoining 15 Manuka Bay Road, Port Robinson, Hurunui District

Public Notice is hereby given that, pursuant to Section 319(h) and 342(a) of the Local Government Act 1974, the Hurunui District Council proposes to stop part of the road described in the schedule hereto:

## SCHEDULE

Area (Ha)	Shown on the plan as	Plan
0.3	Road to be stopped (Proposed)	Campbell Street – Proposed Road Stopping – Canterbury Maps – 15 December 2023

## PURPOSE

The portion of road when stopped shall be amalgamated pursuant to Section 345(1) (a) of the Local Government Act 1974 with adjoining land as follows:

Area (Ha)	Shown	Land to be amalgamated with
0.1	Part 1	Part 1 is to be amalgamated with Section 49 Block XI Cheviot SD
0.2	Part 2	Part 2 is to be amalgamated with CB34C/113

The above-mentioned plan may be viewed at the Cheviot Service Centre & Library, Hurunui Memorial Library (Amberley) or the Hurunui District Council Offices at 66 Carters Road, Amberley during normal office hours or on the Council's website [www.hurunui.govt.nz](http://www.hurunui.govt.nz) under Have your say – Consultations.

If you would like to object to this proposal you must lodge your objection in writing to the Hurunui District Council, Attn: Cameron Ashworth either in person to 66 Carters Road, Amberley, posted to PO Box 13, Amberley 7441 or email [cameron.ashworth@hurunui.govt.nz](mailto:cameron.ashworth@hurunui.govt.nz) to arrive no later than 5:00pm 2 April 2024.

Dated at Hurunui District Council, Amberley this 1st day of February 2024.

H Dobbie

Chief Executive Officer

## Entertainment

### SASSAFRAS, BLUEGRASS BAND at Balclair Hall,

**Saturday 17 February, 7.30pm**

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## Public Notices



WAIMAKARIRI  
DISTRICT COUNCIL

## PUBLIC NOTICE

Notice is given that the Waimakariri District Council proposes to resolve that the reserve vested in Waimakariri District Council in trust for drainage works, described in the Schedule, be classified as Local Purpose (Amenity Linkage) Reserve pursuant to the Reserves Act 1977.

The former drainage reserve is located on the Arohatia Te Awa walkway network and the classification will correctly identify its primary purpose and values.

#### Canterbury Land District – Waimakariri District Schedule

Area ha	Description
4.0469	Part Reserve 4552 (part New Zealand Gazette 1949 No. 70 page 2668)

Any person objecting or submitting to this proposal can do so in writing no later than 2 March 2024. To make a submission or objection or to find out more about this proposal please contact the Greenspace team by email to [office@wmk.govt.nz](mailto:office@wmk.govt.nz) or by post to

Community & Recreation  
215 High St  
Private Bag 1005  
Rangiora  
7440

Chris Brown  
General Manager Community and Recreation,  
Waimakariri District Council

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## **CULTURAL ADVICE REPORT**

J6079 – 46 Main North Road, Kaiapoi

To: Waimakariri District Council

Contact: Chris Brown

### **1.0 Mana Whenua Statement**

Ngāi Tahu are tangata whenua of the Canterbury region and hold ancestral and contemporary relationships with Canterbury. The contemporary structure of Ngāi Tahu is set down through the Te Rūnanga o Ngāi Tahu Act 1996 (TRoNT Act). The TRoNT Act and Ngāi Tahu Claims Settlement Act (NTCSA) 1998 sets the requirements for recognition of tangata whenua in Canterbury.

The Te Rūnanga o Ngāi Tahu Act 1996 and the NTCSA 1998 gives recognition to the status of Papatipu Rūnanga as kaitiaki and mana whenua of the natural resources within their takiwā boundaries. Each Papatipu Rūnanga has their own respective takiwā, and each is responsible for protecting the tribal interests in their respective takiwā, not only on their own behalf of their own hapū, but again on behalf of the entire tribe.

The following Rūnanga hold mana whenua over the project's location, as it is within their takiwā:

- Te Ngāi Tūāhuriri Rūnanga

### **2.0 Summary of Proposal**

The Waimakariri District Council (Council) propose to reclassify the reserve at 46 Main North Road, Kaiapoi, being Part Reserve 4552 (Reserve).

The Reserve is Crown land that the Council administers on behalf of the Department of Conservation under the Reserves Act 1977 (Reserves Act). The Reserve was set apart as a reserve for drainage works (*NZ Gazette* 1949 p 2668) and then vested in trust in Eyre County Council (now Waimakariri District Council) for drainage works (*NZ Gazette* 1950, p 268).

The Courtney Stream runs through the reserve and the Waimakariri District Council propose to undertake enhancement of the reserve to increase the mahinga kai values of the waterway.

The Waimakariri District Council wish to determine whether Te Ngāi Tūāhuriri Rūnanga have any opposition to the Council's intention to reclassify the reserve status of the property.

### 3.0 Consultation Methodology

Mahaanui Kurataiao Limited review the application documents and undertake an assessment of the application against the Mahaanui Iwi Management Plan.

A briefing report is prepared for Kaitiaki representatives who have been mandated by the Papatipu Rūnanga they represent to speak on behalf of hapū on environmental issues.

A Mahaanui Kurataiao Limited staff member meets with Kaitiaki representatives to discuss the application and Kaitiaki provide feedback based on Mātauranga Māori.

The Cultural Advice Report is provided to outline the relevant policies in the Mahaanui Iwi Management Plan and the feedback provided by Kaitiaki representatives.

The relevant policies and Kaitiaki feedback for this application are provided in the following sections of this report.

### 4.0 Mahaanui Iwi Management Plan 2013

The Mahaanui Iwi Management Plan (IMP) is a written expression of kaitiakitanga, setting out how to achieve the protection of natural and physical resources according to Ngāi Tahu values, knowledge, and practices. The plan has the mandate of the six Papatipu Rūnanga, and is endorsed by Te Rūnanga o Ngāi Tahu, as the iwi authority.

Natural resources – water (waterways, waipuna (springs), groundwater, wetlands); mahinga kai; indigenous flora and fauna; cultural landscapes and land - are taonga to mana whenua and they have concerns for activities potentially adversely affecting these taonga. These taonga are integral to the cultural identity of ngā rūnanga mana whenua and they have a kaitiaki responsibility to protect them. The policies for protection of taonga that are of high cultural significance to ngā rūnanga mana whenua are articulated in the IMP.

The policies in this plan reflect what Papatipu Rūnanga support, require, encourage, or actions to be taken with regard to resolving issues of significance in a manner consistent with the protection and enhancement of Ngāi Tahu values, and achieving the objectives set out in the plan.

The relevant Policies of the IMP to this proposal have been identified as:

#### 5.1 KAITIAKITANGA

##### TE TIRITI O WAITANGI

**K2.1** Te Tiriti o Waitangi is an agreement between Ngāi Tahu and the Crown, but Treaty obligations lie with local government as well as central government agencies.

**K2.3** In giving effect to Te Tiriti, government agencies and local authorities must recognise and provide for kaitiakitanga and rangatiratanga. As the tāngata whenua who hold manawhenua,

Ngāi Tahu interests in resource management extend beyond stakeholder or community interests.

## EFFECTIVE RECOGNITION OF KAITIAKITANGA

**K3.1** Local authorities should ensure that they have the institutional capability to appropriately recognise and provide for the principle of kaitiakitanga.

## 5.3 WAI MĀORI

### TĀNGATA WHENUA RIGHTS AND INTERESTS IN FRESHWATER

**WM1.1** Ngāi Tahu, as tāngata whenua, have specific rights and interests in how freshwater resources should be managed and utilised in the takiwā.

***Comment:** Water management effectively provides for the taonga status of water, the Treaty partner status of Ngāi Tahu, the importance of water to cultural well-being, and the specific rights and interests of tāngata whenua in water.*

## 5.4 PAPATŪĀNUKU

**P1.1** To approach land management in the takiwā based on the following basic principles:

- (a) Ki Uta Ki Tai;
- (b) Mō tātou, ā, mō kā uri ā muri ake nei; and
- (c) The need for land use to recognise and provide for natural resource capacity, capability, availability, and limits, the assimilative capacity of catchments.

## URBAN AND TOWNSHIP PLANNING

**P3.1** To require that local government recognise and provide for the particular interest of Ngāi Tahu Papatipu Rūnanga in urban and township planning.

***Comment:** The ancestral and contemporary relationship between Ngāi Tahu and the land should be recognised and provided for in land use planning and decision making.*

## 5.5 TĀNE MAHUTA

### MAHINGA KAI

**TM1.1** Ngāi Tahu whānui, both current and future generations, must be able to access, use and protect mahinga kai resources, as guaranteed by Te Tiriti o Waitangi.

***Comment:** The widespread loss of indigenous biodiversity has significant adverse effects on the relationship of Ngāi Tahu with ancestral land, water and sites, and the health of land, water and communities.*

## 6.4 WAIMAKARIRI

## LOWLAND STREAMS

**WA12.2** To require that the value of lowland waterways in the Waimakariri catchment as mahinga kai is protected and restored, including but not limited to:

- (a) Management focused on mauri and mahinga kai;
- (b) Management according to Ki Uta Ki Tai, and therefore the maintenance of fish passage from source to sea;
- (c) Elimination of point and non point source pollution;
- (d) Protection of whitebait spawning areas (kōhanga), via rāhui; and
- (e) Provisions for the connections between waterways, wetlands and waipuna.

**Comment:** *The cultural, spiritual, historical and traditional significance of the Waimakariri landscape to Ngāi Tahu history and identity is acknowledged in the NTCSA 1998.*

### 4.1 Guidance to Moderate Effects on Cultural Values

The above policies from the Mahaanui IMP provide a framework for assessing the potential negative effects of the proposed activity on cultural values and provide guidance on how these effects can best be moderated.

The dispossession of land that followed the Treaty of Waitangi and the Canterbury and Banks Peninsula land purchases had a profound effect on the spiritual, cultural and traditional relationship between Ngāi Tahu and the environment. As the physical landscape changed, so did the ability of tāngata whenua to access and manage the resources upon which they depended.

The RMA 1991 and the Ngāi Tahu Claims Settlement Act 1998 increased the presence and influence of Ngāi Tahu in resource management processes. While the loss of land will forever stay in the memory of the people, Ngāi Tahu have worked tirelessly to restore taonga such as mahinga kai and water quality, and to fulfil their role as kaitiaki.

The ability of Ngāi Tahu whānui, current and future generations, to access, use and protect mahinga kai resources, and the history and traditions that are associated with those resources, is an issue of immense significance to tāngata whenua in Canterbury. Following European settlement, the drainage of swamps and wetlands, the felling of bush, the conversion of land to agricultural use, and the introduction of acclimatised species had a devastating effect on mahinga kai resources and sites, and the physical loss of land and access to mahinga kai sites had an equally devastating effect on the ability of tāngata whenua to provide for their own sustenance.

Regional policy, planning and decision making in the takiwā should reflect the particular interest of Ngāi Tahu in indigenous biodiversity protection, and the importance of mahinga kai to Ngāi Tahu culture and traditions.

The customary right of Ngāi Tahu to engage in mahinga kai activity is recognised, protected and enhanced, as guaranteed by Article 2 of Te Tiriti o Waitangi, and the NTCSA 1998.

Lowland streams in the Waimakariri catchment were historically significant sources of mahinga kai. However, physical modification for flood control, drainage, and pollution have significantly affected

the ability of tāngata whenua to use these waterways as mahinga kai; and they continue to be at risk because they are located in densely populated areas where the predominant land uses are urban or rural-lifestyle. The proposed enhancement works associated with the Courtney stream and enhancement of the cultural landscape align with the policies of the Mahaanui Iwi Management Plan due to the benefit to the waterway and environment which will lead to increase in mahinga kai values.

## **5.0 Rūnanga – Affected Party or Not**

The Kaitiaki representatives of Te Ngāi Tūāhuriri Rūnanga have reviewed this proposal to reclassify the reserve at 46 Main North Road, Kaiapoi as Local Purpose (Amenity Linkage) with the intention of enhancing the cultural landscape and Courtney Stream. Te Ngāi Tūāhuriri Rūnanga are not in opposition to the proposal.

On behalf of Mahaanui Kurataiao Ltd, this report has been prepared by Kelly Sunnex | Mahaanui Kurataiao Ltd Environmental Advisor, and peer reviewed by Megan Hickey | Mahaanui Kurataiao Ltd Senior Environmental Advisor.

Date: 6<sup>th</sup> December 2023

**CLASSIFICATION OF A RESERVE**

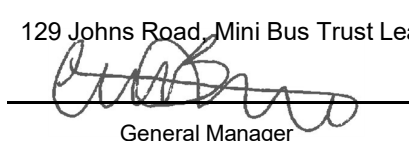
Under the Reserves Act 1977, the Waimakariri District Council hereby classifies the reserve described in the Schedule as a Local Purpose (Amenity Linkage) Reserve, subject to the provisions of the Act.

***Canterbury Land District – Waimakariri District*****Schedule**

Area ha	Description
4.0469	Part Reserve 4552 (part New Zealand Gazette 1949 No. 70 page 2668)

Dated at Rangiora this \_\_\_\_ day of \_\_\_\_\_ 2024

.....  
 Jeff Millward, Chief Executive, Waimakariri District Council

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION****FILE NO and TRIM NO:** RES-08 TRIM:240509073975**REPORT TO:** COUNCIL**DATE OF MEETING:** 4<sup>th</sup> June 2024**AUTHOR(S):** Grant MacLeod (Community Greenspace Manager) & Glen Steele (Property Acquisitions & Disposals Manager)**SUBJECT:** 129 Johns Road, Mini Bus Trust Lease**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)

  
General Manager


  
Chief Executive
**1. SUMMARY**

- 1.1 This report provides background information to guide and support the Council in deciding on a North Canterbury Mini Bus Trust request that Council provide a mutually suitable 1735m<sup>2</sup> area of land for the purpose of a 30-year minimum lease. This land lease is required for the development of a secure vehicle storage facility for the Trust's vehicle fleet.
- 1.2 In 2019 the Community and Recreation Committee approved staff to work with the North Canterbury Mini Bus Trust (MBT) to identify a suitable location for them to operate from. This meeting looked at a matrix of options which at that time showed a preference for a parcel of land at Marsh's Road which was next to the Water Yard. Since this time, there has been feedback from Mahaanui Kurataiao Ltd, that the proposed building would not be supported due to it being within the water way setback.
- 1.3 Staff and the MBT then looked at alternative sites. At this time, it was considered that the land at 129 Johns Road would be a potential option.
- 1.4 The MBT mainly services those in the community who have mobility or transport limitations. As such they prefer being in a location which is as central to the Rangiora township as possible. This allows the MBT to access user groups easily and means their own volunteers (many who are retired themselves) are not travelling too far.
- 1.5 The MBT have worked with a great deal of patience whilst going through resource and building consent processes. This has also identified issues with previous locations, noting that Marsh's Road is no longer a viable option for consideration. This has resulted in redraws of buildings and locations and an ongoing need for staff input. The solution presented at 129 Johns Road appears the most viable option to date and one that has had the background work done, in particular the Property Unit to get it to a point it can be presented for consideration.
- 1.6 The MBT have received support through Rata Foundation in the form of funding to complete the works proposed. This grant has been extended through goodwill of Rata through to the end of December 2024. This being to acknowledge the change in location and design that the MBT have had to undertake following issues with Marsh's Road.

**Attachments:**

- i. Marsh Road draft lease (TRIM: 220202013058)

## 2. **RECOMMENDATION**

**THAT** the Council

- (a) **Receives** Report No. RES-08 / TRIM 240509073975
- (b) **Approves** staff issuing a lease of 30 years (in total) to the North Canterbury Mini Bus Trust for approximately up to 1735m<sup>2</sup> of land located at 129 Johns Road, Rangiora. This will include two terms for rights of renewal with standard conditions as well as the following.
- (c) **Approves** an annual peppercorn rental charge to be payable to Council.
- (d) **Notes** that any development on the site is to be in accordance with relevant resource and building consent conditions.
- (e) **Notes** that the current design will need to be amended to have one road access only, at present it has a one-way system in and out.
- (f) **Notes** that the cost of building and development of the lease area sits with the North Canterbury Mini Bus Trust.
- (g) **Notes** that the North Canterbury Mini Bus Trust will be responsible for maintenance within the lease area, ensuring that it has relevant insurance for its assets and that it pays rates as an outgoing for the lease area.
- (h) **Notes** that the land at 129 Johns Road, outside of the lease area is available for Council to consider other development opportunities. This may or may not include housing.
- (i) **Notes** that this land was procured for use as a road. As such the granting of lease to the North Canterbury Mini Bus Trust will require an internal transfer of funds from the reserves account to the roading account for this portion of the land.
- (j) **Approves** allocation of \$1,190,000 plus GST (if any) in the reserves account to be used for the purpose of obtaining 129 Johns Road property.
- (k) **Notes** the anticipated impact of this would be a decrease in the roading account of \$3.22 per property and an increase in the recreation account of \$3.47 per property. The difference in the rate is due to fewer properties being charged under the recreation account.
- (l) **Notes** the sites current market value is \$1,190,000 plus GST (if any) as assessed in February by a registered valuer.
- (m) **Notes** the great service that the Mini Bus Trust provides for our community and recognises that this supports many who would otherwise not be able to access necessary services.
- (n) **Notes** that this development is in an area with residential and school so there is a level of amenity expectation within the area. The Greenspace Unit will work with the MBT to ensure there are quality edge effects and landscaping in place.
- (o) **Notes** that if Council decides not to use the land for the MBT, there is a moral obligation to once again, offer the land to the previous owner.

## 3. **BACKGROUND**

- 3.1. In November 2018, a written request was made to Council by Greg Wright on behalf of the North Canterbury Mini Bus Trust. The Trust is seeking to lease an 800-1000m<sup>2</sup> portion of land in Rangiora on which to construct a Bus Barn to house a fleet of Mini Buses and other vehicles used to transport elderly, disabled and housebound clients.
- 3.2. A secure site is required to protect vehicles while still being easily & safely accessed by volunteer drivers and renters who collect and return vehicles at various times of the day.



Ideally the site would be within two kilometers of the centre of Rangiora and economically serviced by power, water and other essential services etc. The Trust will be pleased to work with the Council in identifying a mutually suitable site. It is hoped there will be enough time to complete the new building before the Council requires the Blake Street site.

- 3.3. The MBT is also funded by Ecan as they offer a localised service for public transport. The MBT primarily focuses on moving our most at risk and in need groups. One of the regular routes they run is the transporting of our elderly or those who cannot drive, directly to the hospital in town. This is a group run by volunteers that is providing great benefit to our community and meeting many of the community outcomes and wellbeing's that Council has set out to support.
- 3.4. An assessment has been made of Council owned land within, or close to, the Rangiora urban area. The land assessed is currently being actively used as public community green space or subject to a grazing licence or lease administered by Council's Property Unit. It was found that very few of these sites are of a type and size suitable for the required mini bus storage facilities.
- 3.5. Land considered unsuitable for the proposed activity has been excluded from further consideration. This includes high profile sites with significant natural, cultural, historic, landscape or recreational qualities and values. Neighbourhood parks surrounded by residential zone properties are also considered unsuitable, due to their prioritised importance as recreational open spaces and attractive living environments within the Rangiora urban area. This reflects the current policy objectives of the Green Space Activity Management Plan and the Neighbourhood Reserves and Sport and Recreation Reserves Management Plans.
- 3.6. Alternative land availability within the Rangiora Business 1 zone (Rangiora town centre area) is strictly limited and has become incompatible with the type of lease being sought. The value placed on intensive retail activity and quality open space means the proposal would likely be viewed as a non-complying activity in this zone. Business 2 zone land is the most appropriate for the type of storage facility envisaged. However, no suitable Council owned land is currently available in this zone.
- 3.7. Staff presented options to Council of which a site was originally identified on Marsh's road next to the Water Uni depot. Following the consent and design process, it was confirmed that the building design the MBT required was within the water set back margin. This then led to staff working to identify if there was a suitable alternative. The land at 129 Johns road, was then considered as previously it had been identified for road purposes.
- 3.8. Council acquired 0.9010Ha for a Road (defined as Section 1 SO Plan 488221) - being the Townend Road realignment project in 2015, from the Ministry of Education (MoE) under the Public Works Act 1981 (PWA).
- 3.9. In early 2024 Council's Roading Unit declared a residual parcel of land surplus to their requirement – being 0.4026Ha more or less and defined as Section 1 SO Plan 549604. The residual parcel of land is located at 129 Johns Road, Rangiora.
- 3.10. The property was then presented to the Property Portfolio Working Group (PPWG) as a potential site for the MBT. The PPWG supported the site to be investigated for the purpose of land transfer to reserves for a lease to be administered to the MBT. It was also identified at this time that the MBT only needs to occupy part of the land and the residual should be considered for other uses at a future time.
- 3.11. In accordance with Council's Property Acquisition and Disposal (PAD) Policy, the surplus land was offered to other departments within Council for *another Public Work* (as defined in the Public Works Act 1981). No alternative Public Work was identified for the surplus land.

- 3.12. Given the original site was acquired from the Crown (MoE) under s50 PWA, Council had a statutory obligation to offer the residual area (no longer required for a Public Work) to the former owner of the land – being the landowner from whom the MoE acquired the site.
- 3.13. A s40 PWA offer-back was completed, with the former owner declining to purchase the residual land for \$1,190,000 plus GST (if any) – being the current market value of the site, as determined by a registered valuer (Nik Butler of CBRE) in February 2024.
- 3.14. Whilst completing the s40 PWA offer-back, Council also lodged a Road Stopping Application under s116 PWA with Land Information New Zealand (LINZ). The residual parcel was declared stopped road on 18 April and a Gazette Notice was published on 23 April, legalising the same.
- 3.15. In accordance with Council's Property Acquisition and Disposal (PAD) Policy, the surplus land was once again offered to other departments within Council. Previously it was offered for another Public Work, however having cleared both the s40 PWA offer-back and Road Stopping Application, it was offered for any alternative use. The Community Greenspace Manager (Grant MacLeod) nominated the site for occupation by the North Canterbury Mini Bus Trust, subject to Council approval.
- 3.16. Had no alternative use been identified for Council consideration, property staff would have recommended the site be placed on the open market for sale – as per the PAD policy guidelines. The site's current market value was assessed in February by Mr Nik Butler (CBRE), who determined the land value as \$1,190,000 plus GST (if any). Council policy is for the net proceeds of any land sale to be repatriated to the former asset owner – in this instance the Road Unit.
- 3.17. The Trust currently has 12 vehicles, with the number steadily increasing over recent years and likely to continue to do so. It intends to build a barn-type building greater than that needed to meet current requirements and would look to find other community organizations to use the space until needed. Given the capital cost involved, the Trust do not believe that a lease term of less than 20 years will be economically viable. Given the status of the land, staff can propose to Council that it awards up to 30 years for a lease term with rights of renewal that do not exceed this.

#### **4. ISSUES AND OPTIONS**

- 4.1. There have been several options considered in looking to relocate the Mini Bus Trust. At present the MBT is located at Blake Street and is utilising a Council Owned property which is subject to further inner town centre development. For this reason, Council has been working with the MBT to consider where they could move their operation to.
- 4.2. Option 1, to approve the MBT using 129 Johns Road for its operation and having a lease agreed. This would resolve two years of uncertainty as the MBT have been informed they need to move out of the Blake Street location due to aspirations Council has on how it intends to utilise the land in the medium term. Johns Road meets the criteria that the MBT has for its operation and meets the timeframes for project completion (if given the go ahead to lease) that the Rata Foundation has set for the drawing down of project funds (December 2024). There has been a robust process followed internally on ensuring that the land is able to accommodate the MBT and this can be seen in the works completed by the Property Unit which is listed in section 3 from 3.8 onwards.

There may be expectations within the community that the land in question was going to be developed for residential activities. Greenspace staff will be working with the MBT to ensure there is quality landscaping and edge treatments to retain amenity within the surrounding environment. There will also be residual land left over that could be utilised for residential development.

Staff therefore support this option as the recommendation due to it resolving a long-standing issue for an important community service in our district.

- 4.3. Option 2, request staff work with the MBT to consider an alternative land option. Given the time taken to this point to identify sites that have some potential, it is not considered a viable option to go back to the drawing board. The MBT have specific requirements that must be met for the service they provide to our community. They have also invested time and funding to generate plans for both Marsh's Road and now Johns Road. A further change to this will cost a community group (run by volunteers) more time and money. The MBT is also working to a timeline with the Rata Foundation on when they must draw down and finalise payments. The longer this takes, the greater the risk of losing this service and the Rata Foundation funding. Staff do not believe there is a more suitable site at this time which would outweigh proceeding with the Johns Road location. This being based on work to date and the ability to meet required timeframes and resolve what has been an ongoing issue for the MBT and those in our community who use it.
- 4.4. Option 3, approve the MBT continuing to operate from Blake Street. This is not perceived to be a viable option in the long run. Blake Street is in the commercial zone of Rangiora and decisions around the use of this land for Council would preclude offering a long-term lease to the MBT. This in turn has an issue on the group being able to secure funding and its own future beyond the next few years.
- 4.5. Option 4, If no result can be achieved for the MBT and the Rata Foundation funding is lost as well as the service, this will be a critical gap in our community. The MBT helps to get vulnerable people to health care as well as other appointments they need to access either within the district or the region, noting they do trips to Christchurch Hospital. If this service was not available there is no alternative, and we will have a proportion of our community who are unable to access health care and other important lifeline services. The demand is expected to increase, and this can be seen with the differences in reports from 2019 to 2024. When this issue was first presented to Council, the MBT had six vans, it now has 12. The ageing population and continuing financial constraints all indicate that a service such as this will continue to have growing demand.

#### **Implications for Community Wellbeing**

There **are** implications on community wellbeing by the issues and options that are the subject matter of this report. If the MBT is unable to be located on Council land, they do not have the funding to purchase their own land as well as continuing to provide the service they do for our community. This would place many in our community at risk of no longer being able to access public transport to get them to lifeline services.

- 4.6. The Management Team has reviewed this report.

### **5. COMMUNITY VIEWS**

#### **5.1. Mana whenua**

Te Ngāi Tūāhuriri hapū **are not** likely to be affected by or have an interest in the subject matter of this report. The land in question has no indication of significance and is not near any water ways.

#### **5.2. Groups and Organisations**

There **are** groups and organisations likely to be affected by, or to have an interest in the subject matter of this report. Health groups and elderly support networks would have to respond if the MBT was no longer able to carry on due to not having a location to operate from. This is a volunteer organisation that provides an important service linking people with lifelines.

There had been some discussions with the developers at the time this was procured as they had indicated an interest in this land for housing, this was however not formalised.

The school has not been consulted directly, given the nature of the MBT this is seen as a suitable neighbour or activity to be near a school as it would not likely impact its operation. The MBT can certainly discuss this with the school and any construction or development schedule.

### 5.3. **Wider Community**

The wider community **is** likely to be affected by, or to have an interest in the subject matter of this report. This is not seen as a matter of significance for the wider district due to the LTO being on currently un-used land. However, the land is zoned as residential, hence the need for consents to be sought.

## 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

### 6.1. **Financial Implications**

- (p) There **are** financial implications of the decisions sought by this report. The land in question was procured for roading purposes so there will be a transfer between the reserves account and the roading account. The sites current market value is \$1,190,000 plus GST (if any) as assessed in February by a registered valuer. The site in total is listed as being 0.9010Ha with the stopped road parcel being 0.4026Ha, the MBT requires up to 1735m<sup>2</sup> of this land.

In terms of the transaction, this is shown in the bullet points below:

- Council debt remains unchanged, as it simply transfers debt and asset from roading to recreation.
- Overall district rates will remain unchanged and just the incidence of the rate will change.
- The rate for roading will decrease \$3.22 per property and the rate for recreation will increase to \$3.47. The 25c difference is due to the charge to fewer properties.

This budget **is currently not** included in the Annual Plan/Long Term Plan in the recreation account. However as above the transfer of the loan has minimal rate impact.

### 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report **do** have sustainability and/or climate change impacts. The Mini Bus Trust as a bus service for passengers directly takes single person movements out of the transport network, this is directly in line with the public transport initiatives of Ecan.

### 6.3 **Risk Management**

There **are** risks arising from the adoption/implementation of the recommendations in this report. There will be a rise in rates per property due to the transfer from road to recreation accounts. There will be risk for the Mini Bus trust if they end up with no permanent location to operate from. This will have a negative impact on the elderly and vulnerable who utilise them as their only transport option to access lifeline services such as doctors and hospital appointments. An alternative risk to this, is the perception in some of the Community that this land could be used through residential use, however this is being mitigated through amenity landscaping and potential use of some of the land for residential zoning.

### 6.3 **Health and Safety**

There **are not** health and safety risks arising from the adoption/implementation of the recommendations in this report. This works is to assign a lease (approval to occupy land) so is no direct Council work or project.

## 7. **CONTEXT**

### 7.1. **Consistency with Policy**

This matter **is not** a matter of significance in terms of the Council's Significance and Engagement Policy. This is a localised site that is not going to displace any other group. As such it is not seen as a matter that would generate feedback or interest.

## 7.2. **Authorising Legislation**

Local Government Act

Public Works Act

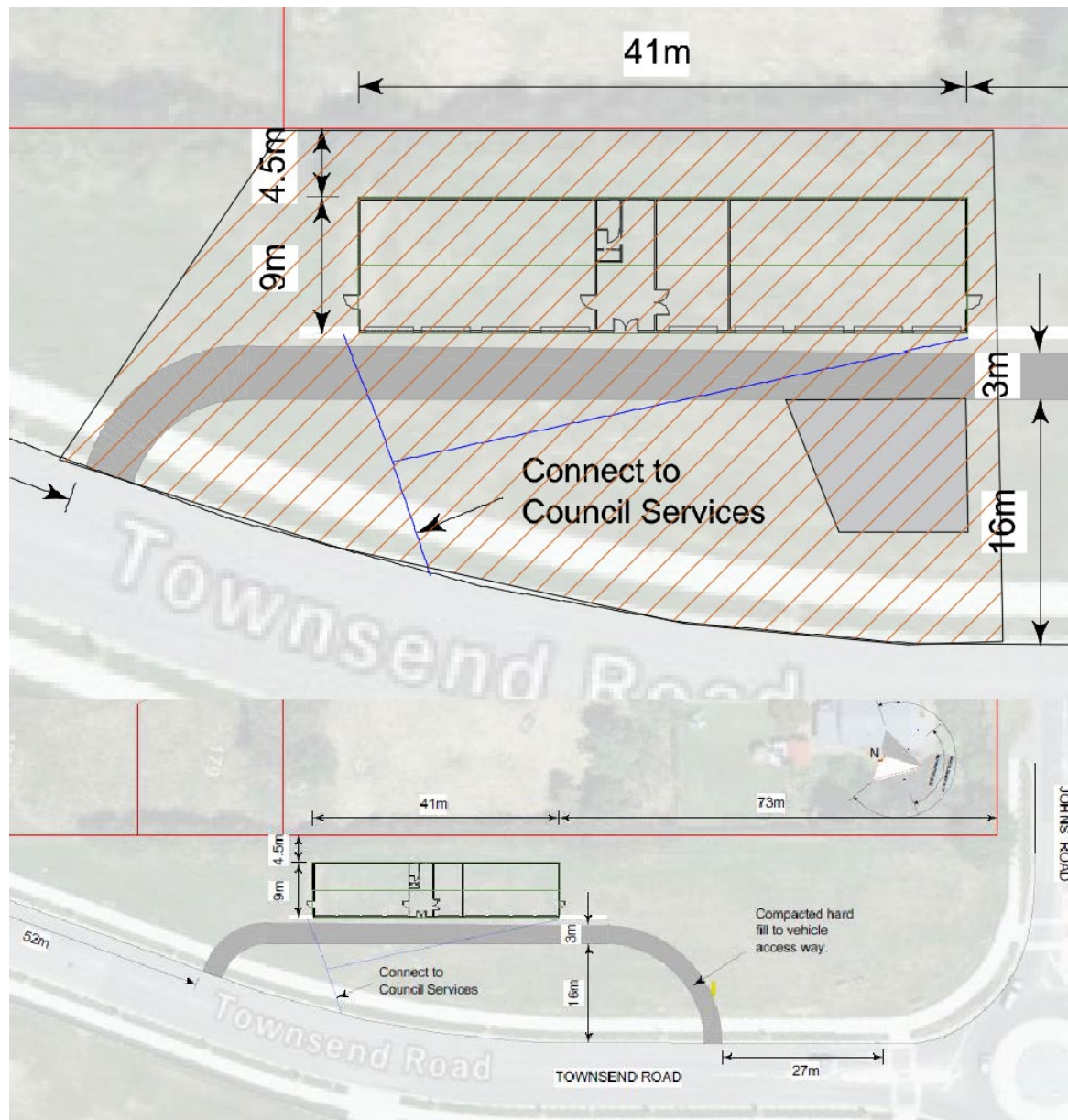
7.3. **Consistency with Community Outcomes**

The Council's community outcomes **are** relevant to the actions arising from recommendations in this report.

7.4. **Authorising Delegations**

Council has the delegated authority to approve the recommendations within this report.

Location drawing of how the proposed building would fit on site.



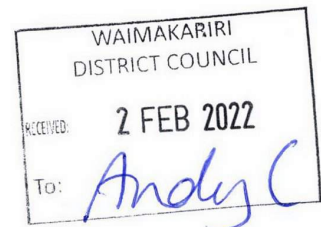
TRIM: 220202013058 / CPR-06-1174



**Waimakariri District Council**  
("Lessor")

and

**North Canterbury Mini Bus Trust**  
("Lessee")



**DEED OF LEASE**  
**PART 141 MARSH ROAD**

  
**CORCORAN**  
**FRENCH**  
lawyers



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- 1. WAIMAKARIRI DISTRICT COUNCIL (“Lessor”)**
- 2. NORTH CANTERBURY MINI BUS TRUST (“Lessee”)**

- A. The Lessor is the registered owner of the property located at 141 Marsh Road, Rangiora, being the Land described in the Particulars of Lease.
- B. The Lessor and Lessee agree that no buildings or improvements are present on the Premises as at the date of this Lease.
- C. The Lessor wishes to grant to the Lessee a lease in respect of the Premises and the Lessee wishes to take a lease of the Premises on the terms and conditions contained herein.

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**PARTICULARS OF LEASE**

<b>Land</b>	The land situated at 141 Marsh Road, Rangiora being Part of Lot 1 DP 3836 contained in Record of Title CB38A/997
<b>Premises</b>	Means that part of the Land shown edged red on the plan shown at Schedule B and being approximately 1,450 m2 in size.
<b>Initial Term of Lease</b>	Twenty-five (25) years
<b>Rights of Renewal</b>	Nil
<b>Commencement Date</b>	One month after the issue of the Resource Consent
<b>Expiry Date</b>	25 years less one day after the Commencement Date
<b>Final Expiry Date</b>	25 years less one day after the Commencement Date
<b>Annual Rent</b>	\$1.00 per annum plus GST
<b>First Rent Payment Due</b>	The Commencement Date
<b>Rent Review Dates</b>	Not applicable
<b>Permitted Use</b>	Storage of vehicles and ancillary office use associated with Lessee's provision of transport services for the benefit of the aged and disabled in North Canterbury.
<b>Minimum Public Risk Insurance</b>	\$1 million
<b>Default Interest Rate</b>	14% per annum
<b>Lessor's Address</b>	C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440
<b>Lessee's Address</b>	
<b>Lessee's contact e-mail address</b>	
<b>Lessee's contact mobile phone number</b>	
<b>Included Outgoings</b>	(1) Rates or levies payable to any local or territorial authority (2) Rubbish collection and recycling charges (3) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment (4) Any costs in relation to cleaning, maintenance and repair charges for which the Lessor is responsible under this Lease.



	<p>(6) The Lessor's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of the Lessor.</p> <p>(7) The costs incurred and payable by the Lessor in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004</p>
<b>Excluded Outgoings</b>	<p>(1) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges</p> <p>(2) Any insurance excess in respect of a claim</p>
<b>Additional Terms or Conditions</b>	Not applicable



**The Parties Agree**

**By this Deed of Lease** the Lessor leases to the Lessee and the Lessee takes on lease the Premises specified in the Particulars of Lease commencing from the date and for the term and at the rent specified in the Particulars of Lease and subject to the covenants, conditions, agreements and restrictions set out in Schedules A and B to this Lease **AND** the Lessor and Lessee acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

**SIGNED** for and behalf of  
the **Waimakariri District Council**  
**by its Authorised Officer**

.....  
Name of Authorised Officer

.....  
Signature of Authorised Officer

in the presence of:

**Witness:**

Signature: .....

Occupation: .....

Residential Address: .....

*Signed for & behalf of*  
*The Common Seal of North Canterbury Mini Bus*  
*Trust affixed in the presence of*  
*by duly authorised*  
*Trustees*

*[Signature]*  
Signature of Authorised Signatory

*[Signature]*  
Signature of Authorised Signatory

*in the presence of*  
*Carole Fairbrother*  
*Retired*  
*Kaiapoi.*

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**SCHEDULE A**

(Specific Terms)

**1. INTERPRETATION****1.1. Definitions:**

In this Lease unless the context indicates otherwise:

**"Annual Rent"** mean the annual rent specified in the Particulars of Lease subject to changes consequent on any right to review the annual rent or on the Lessee's exercise of any right to renew this Lease;

**"Authority"** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

**"Building"** means the whole or part of any structures, buildings or Improvements (which may or may not form part of the Lessee's Improvements) and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements;

**"Excluded Outgoings"** means all rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease but excluding the Included Outgoings;

**"Goods and Services Tax" and "GST"** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**"Improvements"** means the Lessor's or Lessee's property situated in, or on the Premises and includes all buildings, structures and improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements made by the Lessee;

**"Included Outgoings"** means only those rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease as Included Outgoings;

**"Lease"** means this Deed of Lease as amended or varied from time to time whether by operation of the terms of this Lease or otherwise;

**"Lessee"** includes the Lessee's executors, administrators or successors and permitted assigns or subtenants or licensees of the Lessee and, where not repugnant to the context, the servants and agents of the Lessee;

**"Lessee's Improvements"** means the Lessee's property situated in, or on the Premises and includes all buildings, structures and Improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements made by the Lessee;

**"Lessor"** means the person specified as the Lessor in the Particulars of Lease and includes the Lessor's assigns and the Lessor's employees, contractors and agents;

**"Land"** means the land described in the Particulars of Lease;

**"Permitted Use"** means the permitted use as described in the Particulars of Lease;

**"Premises"** means the premises described in the Particulars of Lease and includes any Improvements on the Premises owned by the Lessor (if any) but excludes the Lessee's Improvements;

**"Resource Consent"** means a resource consent pursuant to resource consent application number

**"Resource Consent Date"** means

**"Renewal Date"** means the date on which this Lease is due for renewal as per the Rights of Renewal prescribed in the Particulars of Lease;

**"Term"** means the term of this Lease and includes the initial term and any Rights of Renewal;

**"Working Day"** has the meaning given to it in the Property Law Act 2007.

- 1.2. The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004;
- 1.3. Expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and the schedules;
- 1.4. Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Lease's interpretation;
- 1.5. Where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally;
- 1.6. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.7. References to parties are references to parties to this Lease and include each party's executors, administrators and successors;
- 1.8. References to persons include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.9. Singular words include the plural and vice versa;
- 1.10. The terms specified in the schedules will be interpreted by reference to those schedules;
- 1.11. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease; and

- 1.12. References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

## **2. RESOURCE CONSENT**

- 2.1. This Lease is conditional on the Lessee obtaining the Resource Consent by the Resource Consent Date.
- 2.2. If the Resource Consent is obtained before the Resource Consent Date, the Lessor grants and the Lessee accepts the grant of this Lease on the terms herein.
- 2.3. Subject to any extension agreed in writing by the parties, this Lease will be terminated if the Resource Consent is not obtained by the Resource Consent Date.
- 2.4. The Parties agree that the Lessor shall meet the reasonable costs of the Lessee in obtaining the Resource Consent provided the Resource Consent is successfully obtained and valid proof of costs is provided to the Lessor.

## **3. RENT**

- 3.1. The Lessee will pay the Annual Rent referred to in the Particulars of Lease and any increased rent pursuant to this Lease to the Lessor (or as the Lessor may in writing otherwise direct) without demand from the Lessor and without any deduction or set-off howsoever.
- 3.2. The Annual Rent shall be paid annually in advance with a first instalment to be paid on the Commencement Date specified in the Particulars of Lease.
- 3.3. The Annual Rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as the Lessor may from time to time direct.
- 3.4. The Lessee shall pay the Goods and Services Tax (if any) payable by the Lessor in respect of the Annual Rent and the tax shall be paid on each occasion when any rent payment falls due for payment and shall be payable to the Lessor or as the Lessor shall direct. If the Lessee shall make default in payment of the Annual Rent hereunder and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall on demand pay to the Lessor the additional tax.

## **4. OUTGOINGS AND PAYMENTS**

- 4.1. The Lessee has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent which is calculated on a semi-gross basis.
- 4.2. The Lessee must pay all Excluded Outgoings payable in respect of the Premises
- 4.3. The Lessee shall promptly pay to the proper Authorities as they become due all charges or maintenance costs incurred in respect of the supply of water, gas, electricity, oil, telephone, rubbish removal or other services whatsoever to the Premises.
- 4.4. The parties agree that the Lessee must be entered in the rating information database and





district valuation roll in respect of the Premises for the purposes of The Local Government (Rating) Act 2002.

4.5. The Lessee must on demand by the Lessor pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed on or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Excluded Outgoing.

4.6. Any Excluded Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.

## 5. RENT REVIEW

5.1. At any time not earlier than three (3) months (in which regard time shall not be of the essence) prior to each of the successive Rent Review Dates specified in the Particulars of Lease (each of such dates being called a "review date") the Lessor may give notice in writing to the Lessee (**Lessor's Notice**) setting out the amount which the Lessor considers to be the current market rent of the Premises as at the particular review date and unless within one (1) month (time to be strictly of the essence) after the date of service of the Lessor's Notice the Lessee shall by notice in writing to the Lessor (**Lessee's Notice**) dispute the rent stated in the Lessor's Notice then the Annual Rent shall be the rent specified in the Lessor's Notice payable as from that particular review date.

5.2. Notwithstanding that the Lessee may dispute the Lessor's Notice of the applicable rent, pending determination of the applicable rent either by negotiation or arbitration provided for under this Lease, the Lessee shall pay an annual rental for the Premises at the applicable rent set out in the Lessor's Notice from the particular review date SUBJECT ALWAYS to adjustment between the parties once determination by negotiation or arbitration is completed.

5.3. For the purposes of this clause 5, it is agreed that "applicable rent" of the Premises shall be the market rent of the Premises assessed on the basis set out in clause 5.5 provided that the Annual Rent payable by the Lessee following the review date shall not in any circumstances be less than the Annual Rent payable immediately prior to the review date.

5.4. In the event that the Lessee's Notice is given the parties shall endeavour to agree the new Annual Rent but if agreement is not reached within twenty eight (28) days then the new Annual Rent shall be determined by the arbitration of a sole arbitrator to be appointed by the parties, or if the parties are unable to agree on the arbitrator, then either or both the Lessor and the Lessee may at any time request the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society to appoint the arbitrator. The said arbitration shall be determined in accordance with the provisions of the Arbitration Act 1996.

5.5. Notwithstanding anything to the contrary in this Lease contained or implied it is agreed that for the purposes of assessing the market rent of the Premises:

(a) the term of this Lease which has expired shall be disregarded and the market rent shall always be determined on the basis that the unexpired term of this Lease at a particular review date shall be the initial term specified in the Particulars of Lease including all rights of renewal;

(b) the Premises shall be recognised as being available for use or development for any

use permitted at the Premises by the district plan currently in force at the relevant review date; and

- (c) no account shall be taken of the value of or existence of the Lessee's Improvements.
- 5.6. All costs of the determination by the arbitrator of the applicable rent shall be borne equally by the Lessor and the Lessee unless:
  - (a) the applicable rent of the Premises as determined under this clause is either equal to or greater than the Annual Rent specified in the Lessor's Notice in which event all such costs shall be borne by the Lessee; or
  - (b) it shall be decided by the arbitrator that because of some impropriety or lack of co-operation or unreasonableness on the part of one of the parties that such party shall bear the whole or some fraction of the costs in excess of one half.
- 5.7. Any variation in the Annual Rent in accordance with this clause 5 shall take effect on and from the relevant review date SUBJECT TO any adjustment that may be required in accordance with clause 5.2.
- 5.8. The Lessor shall not by reason of any failure to give the Lessor's Notice prior to a particular review date forfeit the right to have the Annual Rent reviewed from that review date. If the Lessor gives the Lessor's Notice later than a particular review date the Lessor's Notice shall nevertheless be of the same force and effect as if it were given prior to that review date. The new Annual Rent negotiated or determined in accordance with the foregoing provisions of this clause shall date back to and be payable from the particular review date.
- 5.9. If any moratorium or other law act or regulation that applies to this Lease has the effect of postponing any periodic review of the Annual Rent as at a review date then if and whenever such moratorium is lifted or the law act or regulation is repealed or amended so as to permit the Annual Rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law act or regulation is repealed or amended to the intent that the rent review shall establish the current market rent of the Premises as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.1.

## 6. RIGHT OF RENEWAL

- 6.1. Subject to the Lessee's compliance with this clause 6, and provided that the Lessee is not in breach of this Lease, the Lessee shall have a right to renew this Lease in accordance with the Rights of Renewal prescribed in the Particulars of Lease. The renewed lease will be subject to the same covenants and provisions as this Lease, including this present provision for the renewal, but with any sensible modifications incidental to the renewal.
- 6.2. If:
  - (a) at least three months before a Renewal Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this Lease; and
  - (b) the Lessee has complied with all of the Lessee's obligations under this Lease,

then the Lessor will renew this Lease at the Lessee's cost for the renewal Term beginning on the day following the Renewal Date.

### **6.3. Rent on Renewal**

If the Renewal Date is not also a Rent Review Date, then the Annual Rent payable from the beginning of each renewal Term will be the current market rent of the Premises determined in accordance with clause 5.

### **6.4. Holding Over**

If, other than under a renewal of this Lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the Lessee will occupy the Premises pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. In so far as they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

## **7. MAINTENANCE**

7.1. The Lessee will at all times maintain, repair, redecorate, replace, renew and keep the Lessee's Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and in the same condition as at the time of erection or installation of the same. The Lessee shall from time to time replace or renew any of the Lessee's Improvements and the said conveniences, amenities and appurtenances to ensure such state of good and substantial repair, order and condition. In the event of any part of the Lessee's Improvements having been replaced or renewed during the term of this Lease then the Lessee shall maintain the same in the same condition as at the date of such replacement or renewal.

7.2. The Lessee must throughout the Term:

- (a) keep the Premises clean and tidy;
- (b) regularly remove all rubbish and waste from the Premises;
- (c) replace all broken glass on the Premises;
- (d) prevent and exterminate any pest infestation on the Premises;
- (e) maintain in a good and useable condition any septic tank on the Premises and not less than every 5 years ensure that the septic tank is pumped out and provide evidence of such to the Lessor; and
- (f) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

7.3. The Lessor reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Premises provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 7.2(f).





- 7.4. The Lessee's obligations under clause 7.1 do not apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless the Lessee's act or omission has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

## **8. CAPACITY**

- 8.1. For the avoidance of doubt, the Lessee acknowledges that this Lease is entered into by the Lessor, the Waimakariri District Council, in its capacity as land owner and not as regulatory authority. The two roles of the Waimakariri District Council are different, and any consent or approval given by the Waimakariri District Council in relation to this Lease in its capacity as Lessor under this Lease does not waive or imply the Waimakariri District Council consent or approval in its capacity as regulatory authority.

## **9. USE OF PREMISES**

- 9.1. Subject to this clause 9, the Lessee must only use the Premises for the Permitted Use.

### **9.2. Lessee's use of the Premises**

The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of the Lessor such consent not to be unreasonably withheld;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin and keep all grassed areas trimmed to a maximum of 75mm;
- (d) ensure the Premises and Improvements are used only for the Permitted Use and not for any storage of any materials or any vehicles outside any Building;
- (e) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
- (f) not cause any contamination of the Premises and must rectify to the Lessor's reasonable satisfaction any contamination of the Premises arising after the Commencement Date;
- (g) not permit, allow or suffer toilet or kitchen facilities being constructed or installed on the Premises without the written consent of the Lessor;
- (h) not obstruct access ways or common areas and parking to be in nominated areas only;



- (i) not make any alterations or additions to any building or structure erected on the Premises without the prior written consent of the Lessor;
- (j) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of the Lessor;
- (k) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Premises that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of the Lessor, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely;
- (l) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (m) not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety at Work Act 2015 ("**HSW Act**"); and
- (n) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.

### **9.3. Compliance with Enactments**

The Lessee will at all times observe and comply with all statutes ordinances regulations by-laws or other enactments affecting the Premises or relating to the use of the Premises and/or the Lessee's Improvements and with all requirements which may be given by any Authority and will keep the Lessor indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance therewith by the Lessee.

### **9.4. Compliance with Easements**

The Lessee will perform and observe the obligations of the Lessor in connection with any easement of any kind for the time being affecting the Premises (whether as dominant or servient tenement) including the carrying out effecting or contributing to any works, repairs or maintenance.

### **9.5. Underutilisation**

If at any time the Lessor is of the opinion that the Premises is not being used or is not being sufficiently used for the Permitted Use specified in the Particulars of Lease, the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of to explain and rectify the under-usage of the Premises, and if the Lessor is not satisfied (acting reasonably) that the Premises are being sufficiently used for the Permitted Use specified in the Particulars of Lease, may terminate the Lease on such terms as the Lessor thinks fit.

## **10. DEVELOPMENT OF THE PREMISES**

- 10.1. If at any time the Lessee desires to erect or construct any Building or carry out any alteration to any existing Building or Improvements on the Premises the Lessee shall:

- (a) prior to applying for and obtaining the approval of the relevant Authority submit for the approval in writing of the Lessor (such approval not to be unreasonably withheld)

plans, elevations, sections and specifications of the said Building or alteration to any existing Building; and

- (b) subject to the Lessor's approval being obtained the Lessee shall at the Lessee's expense and to the satisfaction of the Lessor erect or construct the said Building or make such alteration to any existing Building in accordance with such approved plans, elevations, sections and specifications and in strict accordance with the Building Act 2004, the Building Code and regulations of the Authority having control in the district where the Premises are situated and the general law for the time being in force; and
- (c) procure and provide to the Lessor a copy of a code compliance certificate to be issued in accordance with the Building Act 2004.

10.2. The Lessee must pay the Lessor's reasonable costs of any request for consent under this clause (including the Lessor's legal costs), whether or not consent is given.

10.3. For the avoidance of doubt any plans, elevations, sections and specifications submitted to the Lessor for approval pursuant to clause 10.1(b) by the Lessee must comply with the Conditions of Obtaining Approval to Construct a Hangar or other Improvements on the Premises as set out at Schedule C of this Lease.

## **11. ASSIGNMENT AND SUBLEASING**

11.1. The Lessee must not without the Lessor's prior written consent (which may be given or withheld at the Lessor's absolute discretion):

- (a) assign the Lessee's interest in this Lease; or
- (b) sublease all or part of the Premises.

11.2. Without limiting the grounds on which the Lessor may withhold consent under clause 11.1, the Lessor may, as a condition of any consent, require prior compliance with the following conditions:

- (a) the Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, of sound financial standing including provision of credit checks as reasonably required by the Lessor;
- (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment or grant of the sublease;
- (c) The Lessee must provide evidence satisfactory to the Lessor that the proposed assignee will use the Premises for purposes which provide community benefits satisfactory to the Lessor;
- (d) in the case of an assignment, the assignee must sign a deed of covenant with the Lessor (in the form reasonably required by the Lessor) agreeing to perform the Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease; and



- (e) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.
- 11.3. The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.
- 11.4. The Lessor may require, as a condition of consenting to any proposed assignment of lease or sub-lease a rent review in accordance with clause 5 as if the date of such assignment or sub-letting was a Rent Review Date.
- 11.5. If the Lessee or the Lessee's holding company is a company not listed on the New Zealand Stock Exchange, any:
  - (a) change in the legal or beneficial ownership of any of the Lessee's shares; or
  - (b) issue of new capital,
 which results in a change in the Lessee's effective control or management will be treated as an assignment of this Lease requiring the Lessor's prior written consent. The persons acquiring effective control of the Lessee or the Lessee's holding company (as the case may be) as a result of that change will be treated as the assignees.
- 11.6. Notwithstanding this clause 11, but subject to the parties entering into a sub-lease agreement in a form acceptable to the Lessor, (acting reasonably), the Lessee is entitled to sublet part of the Premises to the Rangiora Rotary Charitable Trust and in relation to such sublet part of the Premises, the Permitted Use shall be extended to allow for storage of books.

## 12. LESSOR'S RIGHTS OF ENTRY

- 12.1. The Lessee shall permit the Lessor and the Lessor's agents, servants or contractors at any time or times during the term of this Lease without notice in the event of an emergency and otherwise after having given reasonable prior notice to enter upon the Premises and Improvements to view the condition thereof or to confirm the Lessee's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 24) AND the following provisions shall apply:
  - (a) The Lessor may give notice in writing to the Lessee specifying any defects and breaches of covenant for which the Lessee may be liable;
  - (b) The Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable hereunder; and
  - (c) If the Lessee shall fail to comply with such notice within the time specified the Lessor may, at its option and without prejudice to any other rights, powers or remedies take such steps, expend such moneys and do such other acts and things as the Lessor shall consider necessary to make good such failure and any moneys expended by the Lessor in so doing, together with interest thereon at the Default Interest Rate specified in the

Particulars of Lease computed from the time or respective times of such moneys being actually expended by the Lessor until actual payment thereof by the Lessee to the Lessor, shall be payable on demand by the Lessee to the Lessor as if the same were rent in arrears payable by the Lessee.

### **13. INSURANCE**

13.1. The Lessee must at all times during the Term:

- (a) insure and keep the Lessee's Improvements insured in the joint names of the Lessor and the Lessee for their respective rights and interests to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Lessor reasonably requires to be insured against; and
- (b) pay the premium for the insurance taken out under clause 13.1(a) when due.

13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that the Lessor reasonably requires.

14. The Lessee must provide the Lessor with certificates of currency evidencing such insurance so that the Lessor always holds a certificate of currency showing that the required insurance is currently maintained.

### **15. DAMAGE OR DESTRUCTION**

#### **15.1. Destruction or Damage to the Lessee's Improvements**

In the event of the whole or part of the Lessee's Improvements being destroyed or materially damaged then provided:

- (a) the Lessee is not prevented by any act, ordinance, regulation or by-law then in force from so doing; and
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement or rebuilding; and
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

then the Lessee shall as soon as reasonably practicable but not later than 9 months after:

- (d) the event; or



- (e) if the Lessee holds insurance in relation to the Premises and makes a claim against such insurance policy within 1 month after the event:
  - (i) receipt of payment from the Lessee's insurer in relation to the claim; or
  - (ii) receipt of notification from the Lessee's insurer that the insurer will not pay out in relation to the claim,

repair and reinstate the Lessee's Improvements substantially in accordance with its original design or such other design as the Lessor may approve.

#### **15.2. No Limitation to Insurance Moneys**

The obligations of the Lessee pursuant to clause 14 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys.

#### **15.3. Inability to Reinstall or Repair**

In the event that the Lessee is prevented from repairing or reinstating having regard to the provisions of clause 0 then this Lease may be terminated at the option of either party by notice in writing to the other party and clause 15.1 shall apply.

#### **15.4. No Compensation Following Destruction**

In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from the Lessor.

### **16. LESSEE'S IMPROVEMENTS UPON TERMINATION**

- 16.1. If this Lease is not renewed, expires or is terminated (for any reason other than under clause 29), the Lessor will have the right to elect, in its sole and absolute discretion, one of the following options:

- (a) Option 1: Require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2; or
- (b) Option 2: The Lessee's Improvements will immediately and absolutely revert to the Lessor free from any payment or compensation to the Lessee whatsoever.

- 16.2. If the Lessor elects the option under clause 15.1(a), the following provisions will apply:

- (a) The Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of the Lessor (to be certified in writing) by the date which is six months after the date of the Lessor's election under clause 15.1;
- (b) The Lessee must reinstate any damage to the Premises caused by the removal of the Lessee's Improvements under this clause 15;

- (c) The Lessee must leave the Premises in a clean and tidy condition to the Lessor's reasonable satisfaction, including but not limited to:
  - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
  - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee.
- (d) If the Lessee fails to remove some or all the Lessee's Improvements within the timeframe prescribed in clause 15.1, then:
  - (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to the Lessor free from any payment or compensation whatsoever; and
  - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris.

## **17. INDEMNITY**

- 17.1. The Lessee indemnifies the Lessor against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Lessor resulting from the Lessee's acts or omission, except where section 268 Property Law Act 2007 applies.
- 17.2. The Lessee agrees to occupy and use the Premises at the Lessee's risk and hereby releases the Lessor from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to the Lessee or any other person or any property in or about the Premises or access to the Premises.

## **18. ESSENTIAL TERMS**

- 18.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:
  - (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
  - (b) the terms dealing with assignment and subleasing; or
  - (c) the terms restricting the use of the Premises.
- 18.2. The Lessor's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.
- 18.3. The Lessee must compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages (including all costs incurred by the Lessor) from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this Lease).



**19. COMPENSATION**

19.1. If any act or omission of the Lessee:

- (a) is a repudiation of this Lease or of the Lessee's obligations under this Lease; or
- (b) is a breach of any of the Lessee's obligations under this Lease;

the Lessee must compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

19.2. The Lessor's entitlement to recover damages will not be affected or limited by:

- (a) the Lessee abandoning or vacating the Premises;
- (b) the Lessor electing to re-enter or to terminate this Lease;
- (c) the Lessor accepting the Lessee's repudiation; or
- (d) the parties' conduct constituting a surrender by operation of law.

19.3. The Lessor may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

- (a) the Lessee has vacated the Premises; and
- (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2;

whether the proceedings are instituted before or after that conduct.

19.4. If the Lessee vacates the Premises, whether with or without the Lessor's consent, the Lessor must take reasonable steps to:

- (a) mitigate the Lessor's damages; and
- (b) endeavour to lease the Premises at a reasonable rent and on reasonable terms.

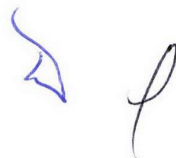
19.5. The Lessor's entitlement to damages will be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

**20. DEFAULT**

20.1. If the Lessee fails to perform or observe any of the terms of this Lease, then the Lessor may without prejudice to any of the Lessor's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises if the Lessor has first observed the requirements, where it is required by law to do so, of sections 243-264 Property Law Act 2007.





- 20.2. It shall be an act of default under this Lease if the Lessee:
- (a) being a natural person:
    - (i) is declared bankrupt or insolvent according to law; or
    - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
  - (b) being a company:
    - (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
    - (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Lessor);
    - (iii) is wound up or dissolved;
    - (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
    - (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.
- 20.3. The Lessee hereby irrevocably appoints the Lessor to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (a sufficient proof whereof shall be the statutory declaration of the Lessor to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered (if necessary) and for this purpose to use the name of the Lessee and generally to do execute and perform any act deed matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.
- 20.4. Without prejudice to the other rights powers and remedies of the Lessor the Lessor may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying such default shall be paid by the Lessee to the Lessor immediately on demand.
- 20.5. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.
- 21. DEFAULT INTEREST**
- 21.1. If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under
- 

this Lease for 14 days after:

- (a) the due date for payment; or
- (b) the date of the Lessor's demand, if there is no due date,

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Lessor's demand (as the case may be) down to the date of payment.

## 22. RESOLUTION OF DISPUTES

22.1. The parties must use reasonable endeavours to resolve any dispute, difference or question arising between the parties about:

- (a) the interpretation of this Lease;
- (b) anything contained in or arising out of this Lease;
- (c) the rights, liabilities or duties of the Lessor or Lessee; or
- (d) any other matter touching on the relationship of the Lessor and the Lessee under this Lease (including claims in tort as well as in contract);

by meeting between authorised representatives and failing resolution being achieved by mediation between the parties and failing resolution being achieved will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

22.2. The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

22.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

## 23. NOTICES

23.1. Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:

- (a) in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served;
- (b) by facsimile where permitted by the Property Law Act 2007 for a notice of its type; or
- (c) by email where permitted by the Property Law Act 2007 for a notice of its type.

23.2. Any notice or other document will be treated as delivered or served and received by the other party:

- (a) on personal delivery;

- (b) three days after being posted by prepaid registered post;
- (c) on completion of an error free transmission, when sent by facsimile; or
- (d) if sent by e-mail, on the sender's receipt of an e-mail message indicating that the e-mail has been opened by the recipient.

23.3. Any notice or document to be delivered or served under this Lease must be in writing and may be signed by:

- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) the party serving the notice or any other person authorised by that party.

## 24. COSTS

24.1. The Lessee must pay to the Lessor on demand:

- (a) the reasonable legal costs for the negotiation, preparation and execution of this Lease and of any renewal, extension or variation of this Lease; and
- (b) all costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this Lease's terms.

## 25. HEALTH AND SAFETY

25.1. The Lessee shall abide by all relevant statutory and common law obligations of the Lessor, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Premises, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the HSW Act and including any consequent amendments and enactments passed in substitution.

25.2. The Lessee will do all things necessary as the occupier of the Premises to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, including but not limited to:

- (a) comply with the relevant WorkSafe New Zealand guidelines and regulations and the Lessor's Health and Safety Policy as published by the Lessor from time to time; and
- (b) take all steps reasonably practicable to ensure that any person in or on the Premises or in the vicinity of the Premises is not harmed by any Hazard arising in or on the Premises. "Hazard" shall have the same meaning as in the HSW Act; and
- (c) develop, maintain and implement at all times during the term of this Lease a programme promoting health and safety of people in the Premises and a system of auditing such programme and shall upon written consent by the Lessor provide reasonable details of the programme implemented by the Lessee; and





- (d) comply with any notice issued pursuant to subpart 3 of the HSW Act unless the work required by the notice would otherwise be work required by the provisions of this Lease to be undertaken by the Lessor.

**26. GST**

- 26.1. The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST:

- (a) on the Annual Rent on each occasion when the Annual Rent falls due for payment; and
- (b) on any other money payable by the Lessee on demand.

- 26.2. If:

- (a) the Lessee fails to pay the Annual Rent or other money payable under this Lease (including GST); and
- (b) the Lessor becomes liable to pay additional GST or penalty tax,

then the Lessee must pay the additional tax or penalty tax to the Lessor on demand.

**27. NO WARRANTY**

- 27.1. The Lessor does not in any way warrant that the Premises are or will remain suitable or adequate for any of the approved uses of the Lessee and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any of the uses of the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, by-law or other enactment or order of Court the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.

**28. PUBLIC LIABILITY**

- 28.1. The Lessee shall occupy the Premises at its own risk and the Lessor shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the actions or omissions of the Lessee.
- 28.2. The Lessee shall be wholly responsible for all damage to the Lessor's Land caused by the Lessee, its members, invitees, servants and workmen.

**29. TERMINATION BY LESSOR**

- 29.1. The Lessor may, not earlier than 10 years after the Commencement Date, elect to terminate this Lease following the provision of 12 months' notice in writing to the Lessee of that intention (or on such earlier date as mutually agreed by the parties) only if the Lessor requires to use the Premises for necessary infrastructure or public works.
- 29.2. If the Lessor terminates the Lease in accordance with clause 29.1, the Lessor must pay the Lessee compensation for the Lessee's Improvements as:

- (a) Agreed between the parties; or
- (b) Determined by a valuer, agreed by the parties or failing agreement, appointed by the President of the Property Institute of New Zealand Inc, on an indemnity basis using a cost approach which takes into account the reinstatement cost of the Lessee's Improvements less a discount to reflect the balance of the useful life of the Lessee's Improvements to the Lessee.

29.3. If the Lessor terminates this Lease in accordance with clause 29.1, the Lessor must act in good faith to consider whether it has and is willing to offer alternative premises to the Lessee for the balance of the Term.

### **30. GENERAL**

- 30.1. The Lessor's consent under this Lease is required for each occasion even if the Lessor has given a consent for the same or a similar purpose on an earlier occasion.
- 30.2. The covenants conditions agreements and restrictions implied in this Lease by the Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.
- 30.3. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- 30.4. Where the Lessor's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of the Lessor in giving consent on each occasion.
- 30.5. No waiver by the Lessor of any one breach of any covenant obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant obligation or provision contained or implied in this Lease.
- 30.6. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or of principal or agent or of joint venture between the parties hereto it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee upon the terms provided in this Lease.
- 30.7. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.
- 30.8. The covenants conditions agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but shall remain in





full force and effect and operative according to their tenor.

- 30.9. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 30.10. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 30.11. The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this Lease will not operate as a waiver of:
- (a) the same breach on any later occasion; or
  - (b) any other obligations in this Lease.



**SCHEDULE B**  
(The Plan)



DP

TRIM: 220202013058 / CPR-06-1174

**Waimakariri District Council  
("Lessor")**

**and**

**North Canterbury Mini Bus Trust  
("Lessee")**

**DEED OF LEASE  
PART 141 MARSH ROAD**

  
**CORCORAN  
FRENCH**  
lawyers

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**PARTICULARS OF LEASE**

<b>Land</b>	The land situated at 141 Marsh Road, Rangiora being Part of Lot 1 DP 3836 contained in Record of Title CB38A/997
<b>Premises</b>	Means that part of the Land shown edged red on the plan shown at Schedule B and being approximately 1,450 m2 in size.
<b>Initial Term of Lease</b>	Twenty-five (25) years
<b>Rights of Renewal</b>	Nil
<b>Commencement Date</b>	One month after the issue of the Resource Consent
<b>Expiry Date</b>	25 years less one day after the Commencement Date
<b>Final Expiry Date</b>	25 years less one day after the Commencement Date
<b>Annual Rent</b>	\$1.00 per annum plus GST
<b>First Rent Payment Due</b>	The Commencement Date
<b>Rent Review Dates</b>	Not applicable
<b>Permitted Use</b>	Storage of vehicles and ancillary office use associated with Lessee's provision of transport services for the benefit of the aged and disabled in North Canterbury.
<b>Minimum Public Risk Insurance</b>	\$1 million
<b>Default Interest Rate</b>	14% per annum
<b>Lessor's Address</b>	C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440
<b>Lessee's Address</b>	
<b>Lessee's contact e-mail address</b>	
<b>Lessee's contact mobile phone number</b>	
<b>Included Outgoings</b>	<ul style="list-style-type: none"> <li>(1) Rates or levies payable to any local or territorial authority</li> <li>(2) Rubbish collection and recycling charges</li> <li>(3) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment</li> <li>(4) Any costs in relation to cleaning, maintenance and repair charges for which the Lessor is responsible under this Lease.</li> </ul>





Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**PARTIES**

1. **WAIMAKARIRI DISTRICT COUNCIL** ("Lessor")
2. **NORTH CANTERBURY MINI BUS TRUST** ("Lessee")

**BACKGROUND**

- A. The Lessor is the registered owner of the property located at 141 Marsh Road, Rangiora, being the Land described in the Particulars of Lease.
- B. The Lessor and Lessee agree that no buildings or improvements are present on the Premises as at the date of this Lease.
- C. The Lessor wishes to grant to the Lessee a lease in respect of the Premises and the Lessee wishes to take a lease of the Premises on the terms and conditions contained herein.



**The Parties Agree**

**By this Deed of Lease** the Lessor leases to the Lessee and the Lessee takes on lease the Premises specified in the Particulars of Lease commencing from the date and for the term and at the rent specified in the Particulars of Lease and subject to the covenants, conditions, agreements and restrictions set out in Schedules A and B to this Lease **AND** the Lessor and Lessee acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

**SIGNED** for and behalf of  
the **Waimakariri District Council**  
by its **Authorised Officer**

.....  
Name of Authorised Officer

.....  
Signature of Authorised Officer

in the presence of:

**Witness:**

Signature: .....

Occupation: .....

Residential Address: .....

*Signed for e behalf of*  
*The Common Seal of North Canterbury Mini Bus*  
*Trust affixed in the presence of:*  
*by duly authorised*  
*Trustees.*

Signature of Authorised Signatory

Signature of Authorised Signatory

*in the presence of*  
*Carole Fairbrother*  
*Retired*  
*Kaipoi*

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	<p>(6) The Lessor's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of the Lessor.</p> <p>(7) The costs incurred and payable by the Lessor in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004</p>
<b>Excluded Outgoings</b>	<p>(1) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges</p> <p>(2) Any insurance excess in respect of a claim</p>
<b>Additional Terms or Conditions</b>	Not applicable





**"Lessor"** means the person specified as the Lessor in the Particulars of Lease and includes the Lessor's assigns and the Lessor's employees, contractors and agents;

**"Land"** means the land described in the Particulars of Lease;

**"Permitted Use"** means the permitted use as described in the Particulars of Lease;

**"Premises"** means the premises described in the Particulars of Lease and includes any Improvements on the Premises owned by the Lessor (if any) but excludes the Lessee's Improvements;

**"Resource Consent"** means a resource consent pursuant to resource consent application number

**"Resource Consent Date"** means

**"Renewal Date"** means the date on which this Lease is due for renewal as per the Rights of Renewal prescribed in the Particulars of Lease;

**"Term"** means the term of this Lease and includes the initial term and any Rights of Renewal;

**"Working Day"** has the meaning given to it in the Property Law Act 2007.

- 1.2. The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004;
- 1.3. Expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and the schedules;
- 1.4. Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Lease's interpretation;
- 1.5. Where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally;
- 1.6. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.7. References to parties are references to parties to this Lease and include each party's executors, administrators and successors;
- 1.8. References to persons include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.9. Singular words include the plural and vice versa;
- 1.10. The terms specified in the schedules will be interpreted by reference to those schedules;
- 1.11. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease; and

**SCHEDULE A**

(Specific Terms)

**1. INTERPRETATION****1.1. Definitions:**

In this Lease unless the context indicates otherwise:

**"Annual Rent"** mean the annual rent specified in the Particulars of Lease subject to changes consequent on any right to review the annual rent or on the Lessee's exercise of any right to renew this Lease;

**"Authority"** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

**"Building"** means the whole or part of any structures, buildings or Improvements (which may or may not form part of the Lessee's Improvements) and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements;

**"Excluded Outgoings"** means all rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease but excluding the Included Outgoings;

**"Goods and Services Tax" and "GST"** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**"Improvements"** means the Lessor's or Lessee's property situated in, or on the Premises and includes all buildings, structures and improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements made by the Lessee;

**"Included Outgoings"** means only those rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease as Included Outgoings;

**"Lease"** means this Deed of Lease as amended or varied from time to time whether by operation of the terms of this Lease or otherwise;

**"Lessee"** includes the Lessee's executors, administrators or successors and permitted assigns or subtenants or licensees of the Lessee and, where not repugnant to the context, the servants and agents of the Lessee;

**"Lessee's Improvements"** means the Lessee's property situated in, or on the Premises and includes all buildings, structures and Improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements made by the Lessee;



- 1.12. References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

## **2. RESOURCE CONSENT**

- 2.1. This Lease is conditional on the Lessee obtaining the Resource Consent by the Resource Consent Date.
- 2.2. If the Resource Consent is obtained before the Resource Consent Date, the Lessor grants and the Lessee accepts the grant of this Lease on the terms herein.
- 2.3. Subject to any extension agreed in writing by the parties, this Lease will be terminated if the Resource Consent is not obtained by the Resource Consent Date.
- 2.4. The Parties agree that the Lessor shall meet the reasonable costs of the Lessee in obtaining the Resource Consent provided the Resource Consent is successfully obtained and valid proof of costs is provided to the Lessor.

## **3. RENT**

- 3.1. The Lessee will pay the Annual Rent referred to in the Particulars of Lease and any increased rent pursuant to this Lease to the Lessor (or as the Lessor may in writing otherwise direct) without demand from the Lessor and without any deduction or set-off howsoever.
- 3.2. The Annual Rent shall be paid annually in advance with a first instalment to be paid on the Commencement Date specified in the Particulars of Lease.
- 3.3. The Annual Rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as the Lessor may from time to time direct.
- 3.4. The Lessee shall pay the Goods and Services Tax (if any) payable by the Lessor in respect of the Annual Rent and the tax shall be paid on each occasion when any rent payment falls due for payment and shall be payable to the Lessor or as the Lessor shall direct. If the Lessee shall make default in payment of the Annual Rent hereunder and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall on demand pay to the Lessor the additional tax.

## **4. OUTGOINGS AND PAYMENTS**

- 4.1. The Lessee has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent which is calculated on a semi-gross basis.
- 4.2. The Lessee must pay all Excluded Outgoings payable in respect of the Premises
- 4.3. The Lessee shall promptly pay to the proper Authorities as they become due all charges or maintenance costs incurred in respect of the supply of water, gas, electricity, oil, telephone, rubbish removal or other services whatsoever to the Premises.
- 4.4. The parties agree that the Lessee must be entered in the rating information database and





district valuation roll in respect of the Premises for the purposes of The Local Government (Rating) Act 2002.

- 4.5. The Lessee must on demand by the Lessor pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed on or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Excluded Outgoing.
- 4.6. Any Excluded Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.

## 5. RENT REVIEW

- 5.1. At any time not earlier than three (3) months (in which regard time shall not be of the essence) prior to each of the successive Rent Review Dates specified in the Particulars of Lease (each of such dates being called a "review date") the Lessor may give notice in writing to the Lessee (**Lessor's Notice**) setting out the amount which the Lessor considers to be the current market rent of the Premises as at the particular review date and unless within one (1) month (time to be strictly of the essence) after the date of service of the Lessor's Notice the Lessee shall by notice in writing to the Lessor (**Lessee's Notice**) dispute the rent stated in the Lessor's Notice then the Annual Rent shall be the rent specified in the Lessor's Notice payable as from that particular review date.
- 5.2. Notwithstanding that the Lessee may dispute the Lessor's Notice of the applicable rent, pending determination of the applicable rent either by negotiation or arbitration provided for under this Lease, the Lessee shall pay an annual rental for the Premises at the applicable rent set out in the Lessor's Notice from the particular review date SUBJECT ALWAYS to adjustment between the parties once determination by negotiation or arbitration is completed.
- 5.3. For the purposes of this clause 5, it is agreed that "applicable rent" of the Premises shall be the market rent of the Premises assessed on the basis set out in clause 5.5 provided that the Annual Rent payable by the Lessee following the review date shall not in any circumstances be less than the Annual Rent payable immediately prior to the review date.
- 5.4. In the event that the Lessee's Notice is given the parties shall endeavour to agree the new Annual Rent but if agreement is not reached within twenty eight (28) days then the new Annual Rent shall be determined by the arbitration of a sole arbitrator to be appointed by the parties, or if the parties are unable to agree on the arbitrator, then either or both the Lessor and the Lessee may at any time request the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society to appoint the arbitrator. The said arbitration shall be determined in accordance with the provisions of the Arbitration Act 1996.
- 5.5. Notwithstanding anything to the contrary in this Lease contained or implied it is agreed that for the purposes of assessing the market rent of the Premises:
  - (a) the term of this Lease which has expired shall be disregarded and the market rent shall always be determined on the basis that the unexpired term of this Lease at a particular review date shall be the initial term specified in the Particulars of Lease including all rights of renewal;
  - (b) the Premises shall be recognised as being available for use or development for any

use permitted at the Premises by the district plan currently in force at the relevant review date; and

- (c) no account shall be taken of the value of or existence of the Lessee's Improvements.
- 5.6. All costs of the determination by the arbitrator of the applicable rent shall be borne equally by the Lessor and the Lessee unless:
- (a) the applicable rent of the Premises as determined under this clause is either equal to or greater than the Annual Rent specified in the Lessor's Notice in which event all such costs shall be borne by the Lessee; or
  - (b) it shall be decided by the arbitrator that because of some impropriety or lack of co-operation or unreasonableness on the part of one of the parties that such party shall bear the whole or some fraction of the costs in excess of one half.
- 5.7. Any variation in the Annual Rent in accordance with this clause 5 shall take effect on and from the relevant review date SUBJECT TO any adjustment that may be required in accordance with clause 5.2.
- 5.8. The Lessor shall not by reason of any failure to give the Lessor's Notice prior to a particular review date forfeit the right to have the Annual Rent reviewed from that review date. If the Lessor gives the Lessor's Notice later than a particular review date the Lessor's Notice shall nevertheless be of the same force and effect as if it were given prior to that review date. The new Annual Rent negotiated or determined in accordance with the foregoing provisions of this clause shall date back to and be payable from the particular review date.
- 5.9. If any moratorium or other law act or regulation that applies to this Lease has the effect of postponing any periodic review of the Annual Rent as at a review date then if and whenever such moratorium is lifted or the law act or regulation is repealed or amended so as to permit the Annual Rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law act or regulation is repealed or amended to the intent that the rent review shall establish the current market rent of the Premises as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.1.

## **6. RIGHT OF RENEWAL**

- 6.1. Subject to the Lessee's compliance with this clause 6, and provided that the Lessee is not in breach of this Lease, the Lessee shall have a right to renew this Lease in accordance with the Rights of Renewal prescribed in the Particulars of Lease. The renewed lease will be subject to the same covenants and provisions as this Lease, including this present provision for the renewal, but with any sensible modifications incidental to the renewal.
- 6.2. If:
- (a) at least three months before a Renewal Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this Lease; and
  - (b) the Lessee has complied with all of the Lessee's obligations under this Lease,



then the Lessor will renew this Lease at the Lessee's cost for the renewal Term beginning on the day following the Renewal Date.

### **6.3. Rent on Renewal**

If the Renewal Date is not also a Rent Review Date, then the Annual Rent payable from the beginning of each renewal Term will be the current market rent of the Premises determined in accordance with clause 5.

### **6.4. Holding Over**

If, other than under a renewal of this Lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the Lessee will occupy the Premises pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. In so far as they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

## **7. MAINTENANCE**

7.1. The Lessee will at all times maintain, repair, redecorate, replace, renew and keep the Lessee's Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and in the same condition as at the time of erection or installation of the same. The Lessee shall from time to time replace or renew any of the Lessee's Improvements and the said conveniences, amenities and appurtenances to ensure such state of good and substantial repair, order and condition. In the event of any part of the Lessee's Improvements having been replaced or renewed during the term of this Lease then the Lessee shall maintain the same in the same condition as at the date of such replacement or renewal.

7.2. The Lessee must throughout the Term:

- (a) keep the Premises clean and tidy;
- (b) regularly remove all rubbish and waste from the Premises;
- (c) replace all broken glass on the Premises;
- (d) prevent and exterminate any pest infestation on the Premises;
- (e) maintain in a good and useable condition any septic tank on the Premises and not less than every 5 years ensure that the septic tank is pumped out and provide evidence of such to the Lessor; and
- (f) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

7.3. The Lessor reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Premises provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 7.2(f).



- 7.4. The Lessee's obligations under clause 7.1 do not apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless the Lessee's act or omission has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

## **8. CAPACITY**

- 8.1. For the avoidance of doubt, the Lessee acknowledges that this Lease is entered into by the Lessor, the Waimakariri District Council, in its capacity as land owner and not as regulatory authority. The two roles of the Waimakariri District Council are different, and any consent or approval given by the Waimakariri District Council in relation to this Lease in its capacity as Lessor under this Lease does not waive or imply the Waimakariri District Council consent or approval in its capacity as regulatory authority.

## **9. USE OF PREMISES**

- 9.1. Subject to this clause 9, the Lessee must only use the Premises for the Permitted Use.

### **9.2. Lessee's use of the Premises**

The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of the Lessor such consent not to be unreasonably withheld;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin and keep all grassed areas trimmed to a maximum of 75mm;
- (d) ensure the Premises and Improvements are used only for the Permitted Use and not for any storage of any materials or any vehicles outside any Building;
- (e) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
- (f) not cause any contamination of the Premises and must rectify to the Lessor's reasonable satisfaction any contamination of the Premises arising after the Commencement Date;
- (g) not permit, allow or suffer toilet or kitchen facilities being constructed or installed on the Premises without the written consent of the Lessor;
- (h) not obstruct access ways or common areas and parking to be in nominated areas only;



- (i) not make any alterations or additions to any building or structure erected on the Premises without the prior written consent of the Lessor;
- (j) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of the Lessor;
- (k) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Premises that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of the Lessor, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely;
- (l) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (m) not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety at Work Act 2015 ("**HSW Act**"); and
- (n) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.

### 9.3. Compliance with Enactments

The Lessee will at all times observe and comply with all statutes ordinances regulations by-laws or other enactments affecting the Premises or relating to the use of the Premises and/or the Lessee's Improvements and with all requirements which may be given by any Authority and will keep the Lessor indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance therewith by the Lessee.

### 9.4. Compliance with Easements

The Lessee will perform and observe the obligations of the Lessor in connection with any easement of any kind for the time being affecting the Premises (whether as dominant or servient tenement) including the carrying out effecting or contributing to any works, repairs or maintenance.

### 9.5. Underutilisation

If at any time the Lessor is of the opinion that the Premises is not being used or is not being sufficiently used for the Permitted Use specified in the Particulars of Lease, the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of to explain and rectify the under-usage of the Premises, and if the Lessor is not satisfied (acting reasonably) that the Premises are being sufficiently used for the Permitted Use specified in the Particulars of Lease, may terminate the Lease on such terms as the Lessor thinks fit.

## 10. DEVELOPMENT OF THE PREMISES

- 10.1. If at any time the Lessee desires to erect or construct any Building or carry out any alteration to any existing Building or Improvements on the Premises the Lessee shall:
  - (a) prior to applying for and obtaining the approval of the relevant Authority submit for the approval in writing of the Lessor (such approval not to be unreasonably withheld)



plans, elevations, sections and specifications of the said Building or alteration to any existing Building; and

- (b) subject to the Lessor's approval being obtained the Lessee shall at the Lessee's expense and to the satisfaction of the Lessor erect or construct the said Building or make such alteration to any existing Building in accordance with such approved plans, elevations, sections and specifications and in strict accordance with the Building Act 2004, the Building Code and regulations of the Authority having control in the district where the Premises are situated and the general law for the time being in force; and
- (c) procure and provide to the Lessor a copy of a code compliance certificate to be issued in accordance with the Building Act 2004.

10.2. The Lessee must pay the Lessor's reasonable costs of any request for consent under this clause (including the Lessor's legal costs), whether or not consent is given.

10.3. For the avoidance of doubt any plans, elevations, sections and specifications submitted to the Lessor for approval pursuant to clause 10.1(b) by the Lessee must comply with the Conditions of Obtaining Approval to Construct a Hangar or other Improvements on the Premises as set out at Schedule C of this Lease.

## **11. ASSIGNMENT AND SUBLEASING**

11.1. The Lessee must not without the Lessor's prior written consent (which may be given or withheld at the Lessor's absolute discretion):

- (a) assign the Lessee's interest in this Lease; or
- (b) sublease all or part of the Premises.

11.2. Without limiting the grounds on which the Lessor may withhold consent under clause 11.1, the Lessor may, as a condition of any consent, require prior compliance with the following conditions:

- (a) the Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, of sound financial standing including provision of credit checks as reasonably required by the Lessor;
- (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment or grant of the sublease;
- (c) The Lessee must provide evidence satisfactory to the Lessor that the proposed assignee will use the Premises for purposes which provide community benefits satisfactory to the Lessor;
- (d) in the case of an assignment, the assignee must sign a deed of covenant with the Lessor (in the form reasonably required by the Lessor) agreeing to perform the Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease; and

- (e) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.
- 11.3. The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.
- 11.4. The Lessor may require, as a condition of consenting to any proposed assignment of lease or sub-lease a rent review in accordance with clause 5 as if the date of such assignment or sub-letting was a Rent Review Date.
- 11.5. If the Lessee or the Lessee's holding company is a company not listed on the New Zealand Stock Exchange, any:
  - (a) change in the legal or beneficial ownership of any of the Lessee's shares; or
  - (b) issue of new capital,
 which results in a change in the Lessee's effective control or management will be treated as an assignment of this Lease requiring the Lessor's prior written consent. The persons acquiring effective control of the Lessee or the Lessee's holding company (as the case may be) as a result of that change will be treated as the assignees.
- 11.6. Notwithstanding this clause 11, but subject to the parties entering into a sub-lease agreement in a form acceptable to the Lessor, (acting reasonably), the Lessee is entitled to sublet part of the Premises to the Rangiora Rotary Charitable Trust and in relation to such sublet part of the Premises, the Permitted Use shall be extended to allow for storage of books.

## 12. LESSOR'S RIGHTS OF ENTRY

- 12.1. The Lessee shall permit the Lessor and the Lessor's agents, servants or contractors at any time or times during the term of this Lease without notice in the event of an emergency and otherwise after having given reasonable prior notice to enter upon the Premises and Improvements to view the condition thereof or to confirm the Lessee's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 24) AND the following provisions shall apply:
  - (a) The Lessor may give notice in writing to the Lessee specifying any defects and breaches of covenant for which the Lessee may be liable;
  - (b) The Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable hereunder; and
  - (c) If the Lessee shall fail to comply with such notice within the time specified the Lessor may, at its option and without prejudice to any other rights, powers or remedies take such steps, expend such moneys and do such other acts and things as the Lessor shall consider necessary to make good such failure and any moneys expended by the Lessor in so doing, together with interest thereon at the Default Interest Rate specified in the

Particulars of Lease computed from the time or respective times of such moneys being actually expended by the Lessor until actual payment thereof by the Lessee to the Lessor, shall be payable on demand by the Lessee to the Lessor as if the same were rent in arrears payable by the Lessee.

### **13. INSURANCE**

13.1. The Lessee must at all times during the Term:

- (a) insure and keep the Lessee's Improvements insured in the joint names of the Lessor and the Lessee for their respective rights and interests to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Lessor reasonably requires to be insured against; and
- (b) pay the premium for the insurance taken out under clause 13.1(a) when due.

13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that the Lessor reasonably requires.

14. The Lessee must provide the Lessor with certificates of currency evidencing such insurance so that the Lessor always holds a certificate of currency showing that the required insurance is currently maintained.

### **15. DAMAGE OR DESTRUCTION**

#### **15.1. Destruction or Damage to the Lessee's Improvements**

In the event of the whole or part of the Lessee's Improvements being destroyed or materially damaged then provided:

- (a) the Lessee is not prevented by any act, ordinance, regulation or by-law then in force from so doing; and
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement or rebuilding; and
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

then the Lessee shall as soon as reasonably practicable but not later than 9 months after:

- (d) the event; or





- (e) if the Lessee holds insurance in relation to the Premises and makes a claim against such insurance policy within 1 month after the event:
  - (i) receipt of payment from the Lessee's insurer in relation to the claim; or
  - (ii) receipt of notification from the Lessee's insurer that the insurer will not pay out in relation to the claim,

repair and reinstate the Lessee's Improvements substantially in accordance with its original design or such other design as the Lessor may approve.

#### **15.2. No Limitation to Insurance Moneys**

The obligations of the Lessee pursuant to clause 14 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys.

#### **15.3. Inability to Reinstatate or Repair**

In the event that the Lessee is prevented from repairing or reinstating having regard to the provisions of clause 14 then this Lease may be terminated at the option of either party by notice in writing to the other party and clause 15.1 shall apply.

#### **15.4. No Compensation Following Destruction**

In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from the Lessor.

### **16. LESSEE'S IMPROVEMENTS UPON TERMINATION**

- 16.1. If this Lease is not renewed, expires or is terminated (for any reason other than under clause 29), the Lessor will have the right to elect, in its sole and absolute discretion, one of the following options:

- (a) Option 1: Require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2; or
- (b) Option 2: The Lessee's Improvements will immediately and absolutely revert to the Lessor free from any payment or compensation to the Lessee whatsoever.

- 16.2. If the Lessor elects the option under clause 15.1(a), the following provisions will apply:

- (a) The Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of the Lessor (to be certified in writing) by the date which is six months after the date of the Lessor's election under clause 15.1;
- (b) The Lessee must reinstate any damage to the Premises caused by the removal of the Lessee's Improvements under this clause 15;

- (c) The Lessee must leave the Premises in a clean and tidy condition to the Lessor's reasonable satisfaction, including but not limited to:
  - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
  - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee.
- (d) If the Lessee fails to remove some or all the Lessee's Improvements within the timeframe prescribed in clause 15.1, then:
  - (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to the Lessor free from any payment or compensation whatsoever; and
  - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris.

## **17. INDEMNITY**

- 17.1. The Lessee indemnifies the Lessor against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Lessor resulting from the Lessee's acts or omission, except where section 268 Property Law Act 2007 applies.
- 17.2. The Lessee agrees to occupy and use the Premises at the Lessee's risk and hereby releases the Lessor from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to the Lessee or any other person or any property in or about the Premises or access to the Premises.

## **18. ESSENTIAL TERMS**

- 18.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:
  - (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
  - (b) the terms dealing with assignment and subleasing; or
  - (c) the terms restricting the use of the Premises.
- 18.2. The Lessor's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.
- 18.3. The Lessee must compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages (including all costs incurred by the Lessor) from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this Lease).



**19. COMPENSATION**

19.1. If any act or omission of the Lessee:

- (a) is a repudiation of this Lease or of the Lessee's obligations under this Lease; or
- (b) is a breach of any of the Lessee's obligations under this Lease;

the Lessee must compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

19.2. The Lessor's entitlement to recover damages will not be affected or limited by:

- (a) the Lessee abandoning or vacating the Premises;
- (b) the Lessor electing to re-enter or to terminate this Lease;
- (c) the Lessor accepting the Lessee's repudiation; or
- (d) the parties' conduct constituting a surrender by operation of law.

19.3. The Lessor may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

- (a) the Lessee has vacated the Premises; and
- (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2;

whether the proceedings are instituted before or after that conduct.

19.4. If the Lessee vacates the Premises, whether with or without the Lessor's consent, the Lessor must take reasonable steps to:

- (a) mitigate the Lessor's damages; and
- (b) endeavour to lease the Premises at a reasonable rent and on reasonable terms.

19.5. The Lessor's entitlement to damages will be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

**20. DEFAULT**

20.1. If the Lessee fails to perform or observe any of the terms of this Lease, then the Lessor may without prejudice to any of the Lessor's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises if the Lessor has first observed the requirements, where it is required by law to do so, of sections 243-264 Property Law Act 2007.





- 20.2. It shall be an act of default under this Lease if the Lessee:
- (a) being a natural person:
    - (i) is declared bankrupt or insolvent according to law; or
    - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
  - (b) being a company:
    - (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
    - (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Lessor);
    - (iii) is wound up or dissolved;
    - (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
    - (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.
- 20.3. The Lessee hereby irrevocably appoints the Lessor to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (a sufficient proof whereof shall be the statutory declaration of the Lessor to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered (if necessary) and for this purpose to use the name of the Lessee and generally to do execute and perform any act deed matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.
- 20.4. Without prejudice to the other rights powers and remedies of the Lessor the Lessor may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying such default shall be paid by the Lessee to the Lessor immediately on demand.
- 20.5. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.
- 21. DEFAULT INTEREST**
- 21.1. If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under



this Lease for 14 days after:

- (a) the due date for payment; or
- (b) the date of the Lessor's demand, if there is no due date,

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Lessor's demand (as the case may be) down to the date of payment.

## 22. RESOLUTION OF DISPUTES

22.1. The parties must use reasonable endeavours to resolve any dispute, difference or question arising between the parties about:

- (a) the interpretation of this Lease;
- (b) anything contained in or arising out of this Lease;
- (c) the rights, liabilities or duties of the Lessor or Lessee; or
- (d) any other matter touching on the relationship of the Lessor and the Lessee under this Lease (including claims in tort as well as in contract);

by meeting between authorised representatives and failing resolution being achieved by mediation between the parties and failing resolution being achieved will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

22.2. The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

22.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

## 23. NOTICES

23.1. Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:

- (a) in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served;
- (b) by facsimile where permitted by the Property Law Act 2007 for a notice of its type; or
- (c) by email where permitted by the Property Law Act 2007 for a notice of its type.

23.2. Any notice or other document will be treated as delivered or served and received by the other party:

- (a) on personal delivery;

- (b) three days after being posted by prepaid registered post;
- (c) on completion of an error free transmission, when sent by facsimile; or
- (d) if sent by e-mail, on the sender's receipt of an e-mail message indicating that the e-mail has been opened by the recipient.

23.3. Any notice or document to be delivered or served under this Lease must be in writing and may be signed by:

- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) the party serving the notice or any other person authorised by that party.

## 24. COSTS

24.1. The Lessee must pay to the Lessor on demand:

- (a) the reasonable legal costs for the negotiation, preparation and execution of this Lease and of any renewal, extension or variation of this Lease; and
- (b) all costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this Lease's terms.

## 25. HEALTH AND SAFETY

25.1. The Lessee shall abide by all relevant statutory and common law obligations of the Lessor, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Premises, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the HSW Act and including any consequent amendments and enactments passed in substitution.

25.2. The Lessee will do all things necessary as the occupier of the Premises to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, including but not limited to:

- (a) comply with the relevant WorkSafe New Zealand guidelines and regulations and the Lessor's Health and Safety Policy as published by the Lessor from time to time; and
- (b) take all steps reasonably practicable to ensure that any person in or on the Premises or in the vicinity of the Premises is not harmed by any Hazard arising in or on the Premises. "**Hazard**" shall have the same meaning as in the HSW Act; and
- (c) develop, maintain and implement at all times during the term of this Lease a programme promoting health and safety of people in the Premises and a system of auditing such programme and shall upon written consent by the Lessor provide reasonable details of the programme implemented by the Lessee; and





- (d) comply with any notice issued pursuant to subpart 3 of the HSW Act unless the work required by the notice would otherwise be work required by the provisions of this Lease to be undertaken by the Lessor.

**26. GST**

26.1. The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST:

- (a) on the Annual Rent on each occasion when the Annual Rent falls due for payment; and
- (b) on any other money payable by the Lessee on demand.

26.2. If:

- (a) the Lessee fails to pay the Annual Rent or other money payable under this Lease (including GST); and
- (b) the Lessor becomes liable to pay additional GST or penalty tax,

then the Lessee must pay the additional tax or penalty tax to the Lessor on demand.

**27. NO WARRANTY**

27.1. The Lessor does not in any way warrant that the Premises are or will remain suitable or adequate for any of the approved uses of the Lessee and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any of the uses of the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, by-law or other enactment or order of Court the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.

**28. PUBLIC LIABILITY**

- 28.1. The Lessee shall occupy the Premises at its own risk and the Lessor shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the actions or omissions of the Lessee.
- 28.2. The Lessee shall be wholly responsible for all damage to the Lessor's Land caused by the Lessee, its members, invitees, servants and workmen.

**29. TERMINATION BY LESSOR**

- 29.1. The Lessor may, not earlier than 10 years after the Commencement Date, elect to terminate this Lease following the provision of 12 months' notice in writing to the Lessee of that intention (or on such earlier date as mutually agreed by the parties) only if the Lessor requires to use the Premises for necessary infrastructure or public works.
- 29.2. If the Lessor terminates the Lease in accordance with clause 29.1, the Lessor must pay the Lessee compensation for the Lessee's Improvements as:



- (a) Agreed between the parties; or
- (b) Determined by a valuer, agreed by the parties or failing agreement, appointed by the President of the Property Institute of New Zealand Inc, on an indemnity basis using a cost approach which takes into account the reinstatement cost of the Lessee's Improvements less a discount to reflect the balance of the useful life of the Lessee's Improvements to the Lessee.

29.3. If the Lessor terminates this Lease in accordance with clause 29.1, the Lessor must act in good faith to consider whether it has and is willing to offer alternative premises to the Lessee for the balance of the Term.

### **30. GENERAL**

- 30.1. The Lessor's consent under this Lease is required for each occasion even if the Lessor has given a consent for the same or a similar purpose on an earlier occasion.
- 30.2. The covenants conditions agreements and restrictions implied in this Lease by the Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.
- 30.3. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- 30.4. Where the Lessor's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of the Lessor in giving consent on each occasion.
- 30.5. No waiver by the Lessor of any one breach of any covenant obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant obligation or provision contained or implied in this Lease.
- 30.6. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or of principal or agent or of joint venture between the parties hereto it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee upon the terms provided in this Lease.
- 30.7. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.
- 30.8. The covenants conditions agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but shall remain in



full force and effect and operative according to their tenor.

- 30.9. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 30.10. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 30.11. The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this Lease will not operate as a waiver of:
- (a) the same breach on any later occasion; or
  - (b) any other obligations in this Lease.





**SCHEDULE B**  
(The Plan)



24

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR INFORMATION****FILE NO and TRIM NO:** EXC-57 / 240520081012**REPORT TO:** COUNCIL**DATE OF MEETING:** 4 June 2024**AUTHOR(S):** Jeff Millward – Chief Executive**SUBJECT:** Health, Safety and Wellbeing Report – May 2024**ENDORSED BY:**(for Reports to Council,  
Committees or Boards)\_\_\_\_\_  
Department Manager\_\_\_\_\_  
Chief Executive**1. SUMMARY**

- 1.1. This report provides an update to the Council on Health, Safety and Wellbeing (HS&W) matters between April 2024 and May 2024. The dashboard reporting in the appendices cover trends between May 2023 and May 2024.
- 1.2. There were 16 incidents which occurred from mid-April 2024 and mid-May 2024 which resulted in no lost time to the organisation. Ongoing lost time from historic incidents is reported in Appendix A. Flamingo Scooter and Rangiora Airfield incidents are included within this report.
- 1.3. Section 4 of the report provides details on the following areas:
  - 4.1 Incidents, accidents & Hazards
  - 4.2 Internal Audit Scopes
  - 4.3 Annual Health Checks

**Attachments:**

- i. Appendix A: Incidents, Accidents, Near-misses, Hazard reporting
- ii. Appendix B: Contractor Health and Safety Capability Pre-qualification Assessment (drawn from the Site Wise database)
- iii. Appendix C: Health, Safety and Wellbeing Dashboard Reports.

**2. RECOMMENDATION****THAT** the Council:

- (a) **Receives** Report No 240520081012

- (b) **Notes** that there were no notifiable incidents this month. The organisation is, so far as is reasonably practicable, compliant with the duties of a person conducting a business or undertaking (PCBU) as required by the Health and Safety at work Act 2015.
- (c) **Circulates** this report to the Community Boards for their information.

### 3. **BACKGROUND**

- 3.1. The Health and Safety at Work Act 2015 requires that Officers must exercise due diligence to make sure that the organisation complies with its health and safety duties.
- 3.2. An officer under the Health and Safety at Work Act 2015 is a person who occupies a specified position or who occupies a position that allows them to exercise a significant influence over the management of the business or undertaking. Councillors and the Chief Executive are considered to be the Officers of the Waimakariri District Council.

### 4. **ISSUES AND OPTIONS**

#### 4.1. **Incidents, accidents & Hazards**

- 4.1.1. Mid-April 2024 to mid-May 2024 common theme is Adverse Interactions. The recent Adverse Interactions were commonly displayed in our Libraries and Aquatic Facilities. The interactions are continued abusive behavior and misuse of our facilities. Police and staff are managing these situations in a timely and professional manner; however, we are looking at further control measures for the Libraries. The controls are possible security presence and lockable areas for staff safety.
- 4.1.2. Staff are continuing to utilise the learnings from Situational Safety and apply them when needed. Support to staff from a wellbeing perspective is offered in each instance.
- 4.1.3. All incidents are either closed with mitigations or currently under investigation. Key learnings have been shared with teams. Near Miss reporting is a good way to mitigate risk before consequence. Continued growth in good reporting and sharing key learnings and outcomes by staff is continued.

#### 4.2. **Audit Scopes**

- 4.2.1. The Health, Safety and Wellbeing Internal Audits scopes are being finalised for distribution this month. The audits will be a combination of site visits and documentation. If there are areas outside of the scopes below that departments would like completed, we are happy to add them this quarter. All scopes are written with incident theme and outcomes in mind and all audits can be completed with the support of the HS&W team.
- 4.2.2. Scopes:
  - Rooding – Equipment Maintenance/safety and task equipment
  - PDU - Equipment Maintenance/safety and task equipment
  - Water Unit – Health and Safety in Contract Management

- Water Unit – Vehicle & Equipment pre-start checks/Safety Checks
- Notional Drivers - Vehicle & Equipment pre-start checks/Safety Checks
- Property – Contractor Inductions/Health and Safety in Contract Management

#### 4.3. Annual Health Checks

- 4.3.1. The 2024 Annual Health Checks were carried out over 3 days in Rangiora and Kaiapoi. This year was successful both in staff attendance and organisation.
- 4.3.2. Durham Health will continue to offer flu vaccines and health checks for WDC staff who could not attend the designated clinics. All results will be returned to WDC staff for their own records.
- 4.3.3. Summary Report:

Procedure	Numbers	Results
Flu Vaccine	127	<ul style="list-style-type: none"> <li>• No adverse reactions</li> </ul>
Blood Sugar	134	<ul style="list-style-type: none"> <li>• All within normal range</li> </ul>
Blood Pressure	135	<ul style="list-style-type: none"> <li>• Some staff were advised to seek a follow up appointment with their GP</li> </ul>
Vision	91	<ul style="list-style-type: none"> <li>• Great to see all those with known issues were already under optometrist care</li> </ul>
Total Participants	150	<ul style="list-style-type: none"> <li>• 138 in Rangiora</li> <li>• 12 in Kaiapoi</li> </ul>

#### 4.3.4. Implications for Community Wellbeing

There are implications for community wellbeing by the issues and options that are the subject matter of this report.

- 4.4. The Management Team has reviewed this report and support the recommendations.

### 5. COMMUNITY VIEWS

#### 5.1. **Mana whenua**

Te Ngāi Tūāhuriri hapū are not likely to be affected by or have an interest in the subject matter of this report.

#### 5.2. **Groups and Organisations**

There are no external groups and organisations likely to be affected by, or to have an interest in the subject matter of this report.

#### 5.3. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report.

### 6. OTHER IMPLICATIONS AND RISK MANAGEMENT

#### 6.1. **Financial Implications**

There are no financial implications of the decisions sought by this report.

#### 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do not have sustainability and/or climate change impacts.

#### 6.3 **Risk Management**

The organisation has reviewed its health and safety risk and developed an action plan. Failure to address these risks could result in incidents, accidents or other physical or psychological harm to staff or the public.

The regular review of risks is an essential part of good safety leadership.

#### 6.4 **Health and Safety**

There are health and safety risks arising from the adoption/implementation of the recommendations in this report. Continuous improvement, monitoring, and reporting of Health and Safety activities are a key focus of the health and safety management system.

### 7. **CONTEXT**

#### 7.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

#### 7.2. **Authorising Legislation**

The key legislation is the Health and Safety at Work Act 2015.

The Council has a number of Human Resources policies, including those related to Health and Safety at Work.

The Council has an obligation under the Local Government Act to be a good employer.

#### 7.3. **Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

- There is a safe environment for all.
- Harm to people from natural and man-made hazards is minimised.
- Our District has the capacity and resilience to quickly recover from natural disasters and adapt to the effects of climate change.

The Health, Safety and Wellbeing of the organisation, its employees and volunteers ensures that Community Outcomes are delivered in a manner which is legislatively compliant and culturally aligned to our organisational principles.

#### 7.4. **Authorising Delegations**

An officer under the Health and Safety at Work Act 2015 is a person who occupies a

specified position or who occupies a position that allows them to exercise a significant influence over the management of the business or undertaking. Councillors and Chief Executive are considered to be the Officers of WDC.



**Appendix A**  
**WDC Incident Reports**

Date	Person type	Occurrence	Event description	Response
23/04/2024	Employee/Volunteer	Property/Vehicle Damage	A staff member was cleaning out sand from an excavation when the bucket caught a Chorus wire that was in the dirt wall, pulling it out and breaking it. No warning tape was covering the wire. Chorus was called immediately after to inform them of the incident.	The wire was redundant upon inspection. No further investigation needed.
28/04/2024	Employee/Volunteer	Adverse Interaction	A member of the public abused Rangiora Library staff and another member of the public.	Member of the public was spoken to and asked not to return. Further investigation in progress.
29/04/2024	Employee/Volunteer	Nearmiss	Two male youths were on the roof of the Oxford Library and Service Centre, while two other youth sat and watched.	Oxford Police called and attended. They advised they will be letting the Principal at Oxford Area School know. Staff have been informed to call the school immediately in future as well as the police.
29/04/2024	Employee/Volunteer	Adverse Interaction	A group of youths stopped an employee on their way out from work, indication that some other youths had been firing BB guns at cars. Staff member called Police immediately.	Information was reported to Police. Further information was provided to police through a 105 notify police of BB gun cartridges observed on the street the day of the incident by another staff member.
30/04/2024	Employee/Volunteer	Injury	A Learn to Swim instructor slipped on the floor by the pool, falling backwards causing bruising and a slight graze to their elbow.	Gutter area checked for excessive slipperiness by staff. No first aid needed.
01/05/2024	Employee/Volunteer	Property/Vehicle Damage	A staff member was using the water pump for the consaw when the handle snapped.	This was due to wear and tear. No injuries. Part has been replaced.

02/05/2024	Employee/Volunteer	Adverse Interaction	A disruptive and intoxicated member of the public was in Ruataniwha Kaiapoi Library on the computers. Their behavior escalated. They were asked stop and leave. The staff made the decision to step back and call the Police. The member of public was made aware the Police had been called and slowly left the building. Police did not attend.	A recurrence cannot be prevented; however, steps can be taken to minimise the harm that occurs in these unpredictable situations. Control measures are being investigated Currently under investigation.
02/05/2024	Employee/Volunteer	Adverse Interaction	A contractor at one of our facilities was verbally abused by one of their peers. Our staff called the security company who removed the contractor.	Confirmation requested from the contractor will not return to the building. Also requested any mitigations they have put in place to monitor and eliminate this behavior at workplaces in future. Ongoing investigation.
03/05/2024	Employee/Volunteer	Adverse Interaction	Same member of the public that was removed previously returned to the Kaiapoi Library. Less disruptive and when asked to leave, they were cooperative.	A flowchart on how to identify risk levels to be visible to assist staff in clear communications with 111 regarding risk and the need for Police support.
07/05/2024	Employee/Volunteer	Adverse Interaction	Adverse interaction at Kaiapoi Aquatics with a member of the public.	Currently under investigation. Member of the public has been contacted.
08/05/2024	Employee/Volunteer	Injury	A staff member slipped over on water that had accumulated in front of a bathroom sink. This resulted in the staff member hurting their knee.	Staff reminded of the water building up at the Aquatics Facilities. No first aid required.
09/05/2024	Employee/Volunteer	Nearmiss	A staff member was filmed and followed by a member of the public in Victoria Park when they were walking to their car.	Police were notified. Communications to staff regarding vigilance when walking to and from their cars early in the mornings and evenings.
16/05/2024	Employee/Volunteer	Injury	A staff member was discharging books at Kaiapoi Library, when they bent down to put a book on a trolley	No first aid required. Staff to position themselves away from the

			and stood back up, they banged the top of their head into the above cabinets quite hard.	overhead cabinets while discharging books.
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**Airfield Incident Reports** - Nil reported this month

**Aqualand Incident Reports** - Nil reported this month

**Flamingo Scooter Incident Reports -**

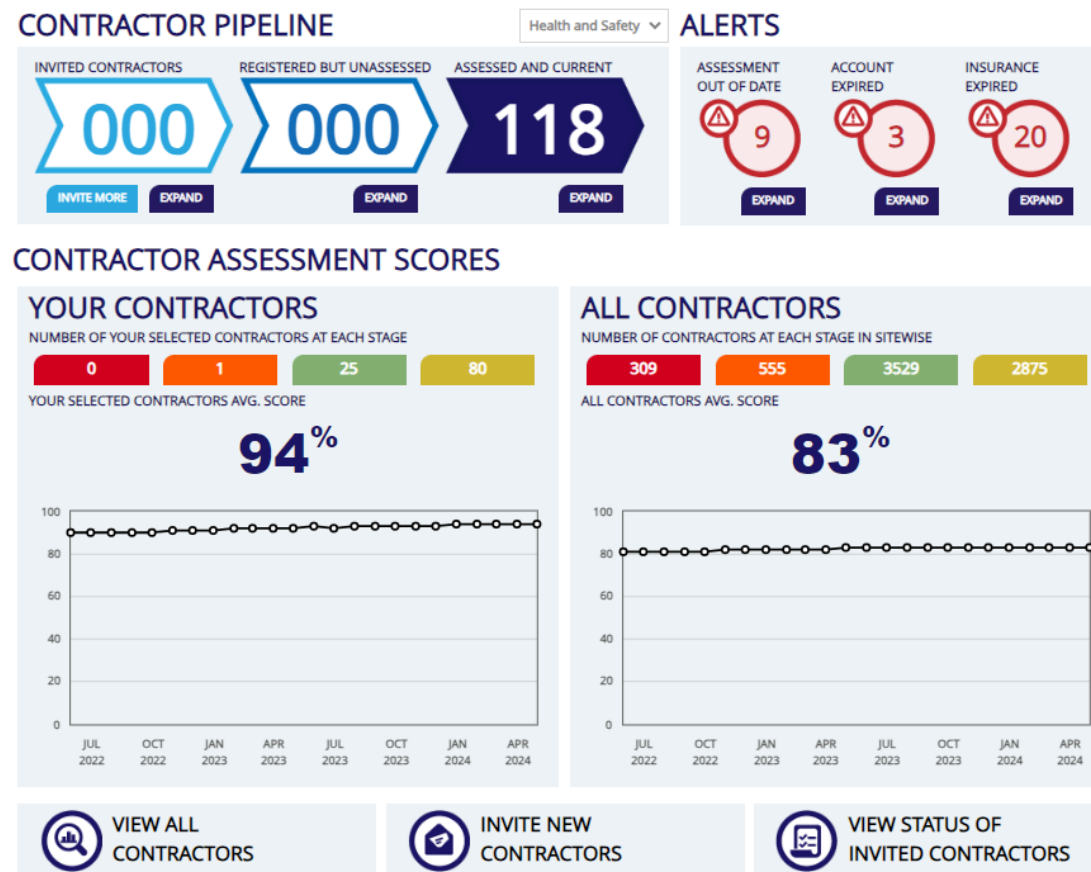
Date	Friday 12th April
Severity	Minor
Details	The rider reported falling off a scooter
Root Cause	Rider error
Corrective Actions	Flamingo promptly contacted the rider and ensured that they were okay. They had only minor injuries including grazes. Flamingo provided them with free credit, which the rider appreciated. The scooter was immediately disabled and flagged for collection. The scooter was found damaged which was assessed as due to bad riding and burnouts detected during the ride, which was near the high school and coincided with the last day of term. The rider is now on a final warning for bad riding behaviour. The scooter will undergo full repairs and pass a comprehensive maintenance inspection before being returned to service.

<b>Lost Time Injuries - Aquatics:</b>	<b>Injury One</b> Currently working a RTW plan of 3hrs x 3 days + 5hrs x 1 day (14) Date of injury 30 July 2017 Weekly contracted hours = 30 6,302 hrs lost to date
<b>Water Unit</b>	<b>Injury One:</b> Returned to work full time on light duties. Date of injury: 28 April 2023 Weekly contracted hours = 40 721 hrs lost to date

**Lead Indicators**

<b>Safety Inspections Completed (Workplace Walkarounds)</b>	<b>Workplace Walkarounds:</b> <ul style="list-style-type: none"> <li>• Next distribution due first week of June.</li> </ul>
<b>Training Delivered</b>	<b>People Trained:</b> <ul style="list-style-type: none"> <li>• Fire Extinguisher Training – 34 trained</li> <li>• Emergency Warden – 11 trained</li> <li>• 4WD Training – 12 trained</li> <li>• Situational Safety Training – 32 trained</li> </ul>

## Appendix B



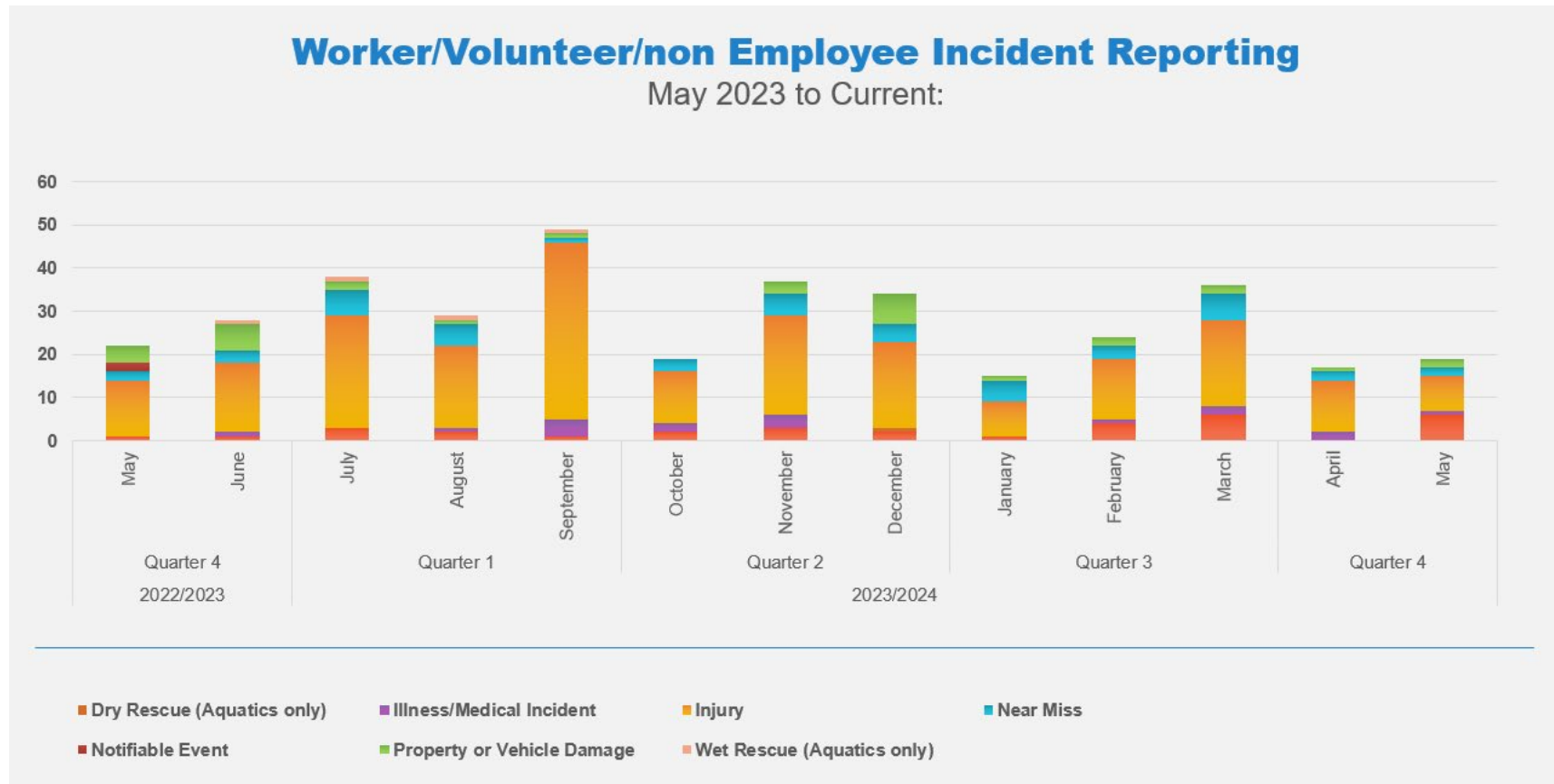
Above is the current status of our preferred contractor data base held within SiteWise.

Alerts are the contractors currently out of assessment date, expired and their insurance has expired. We do not engage these contractors until they are reassessed by SiteWise.

SiteWise issue reminders as well as the HS&W team once a month until they have updated them.

“YOUR CONTRACTORS” is referring to our preferred contractor list. “ALL CONTRACTORS” is referring to the full contractor list.

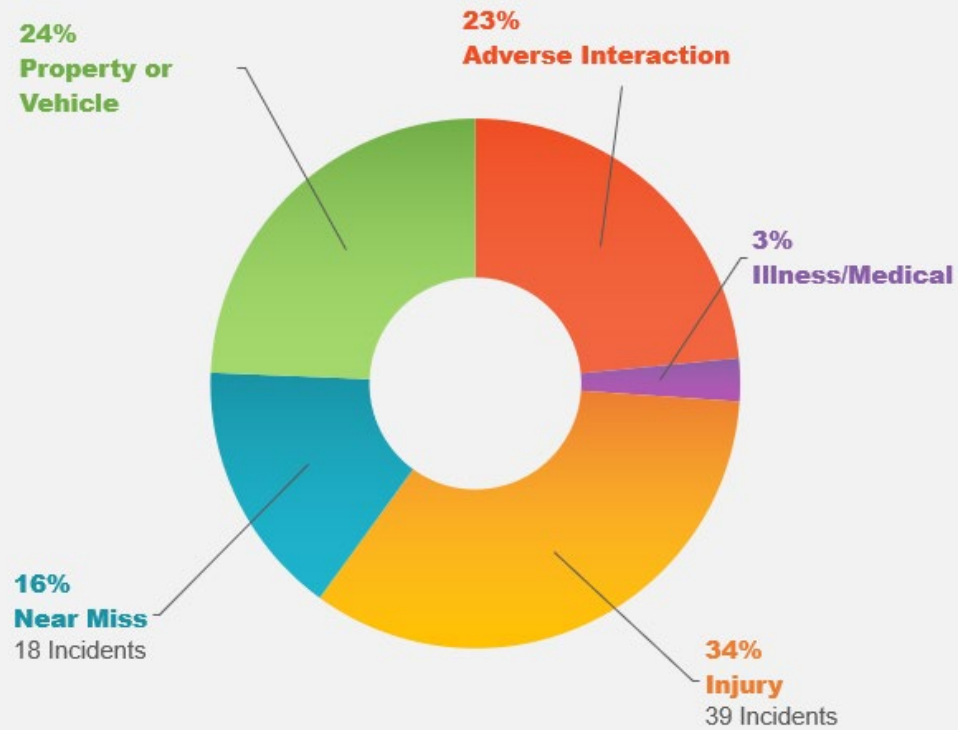
## Appendix C

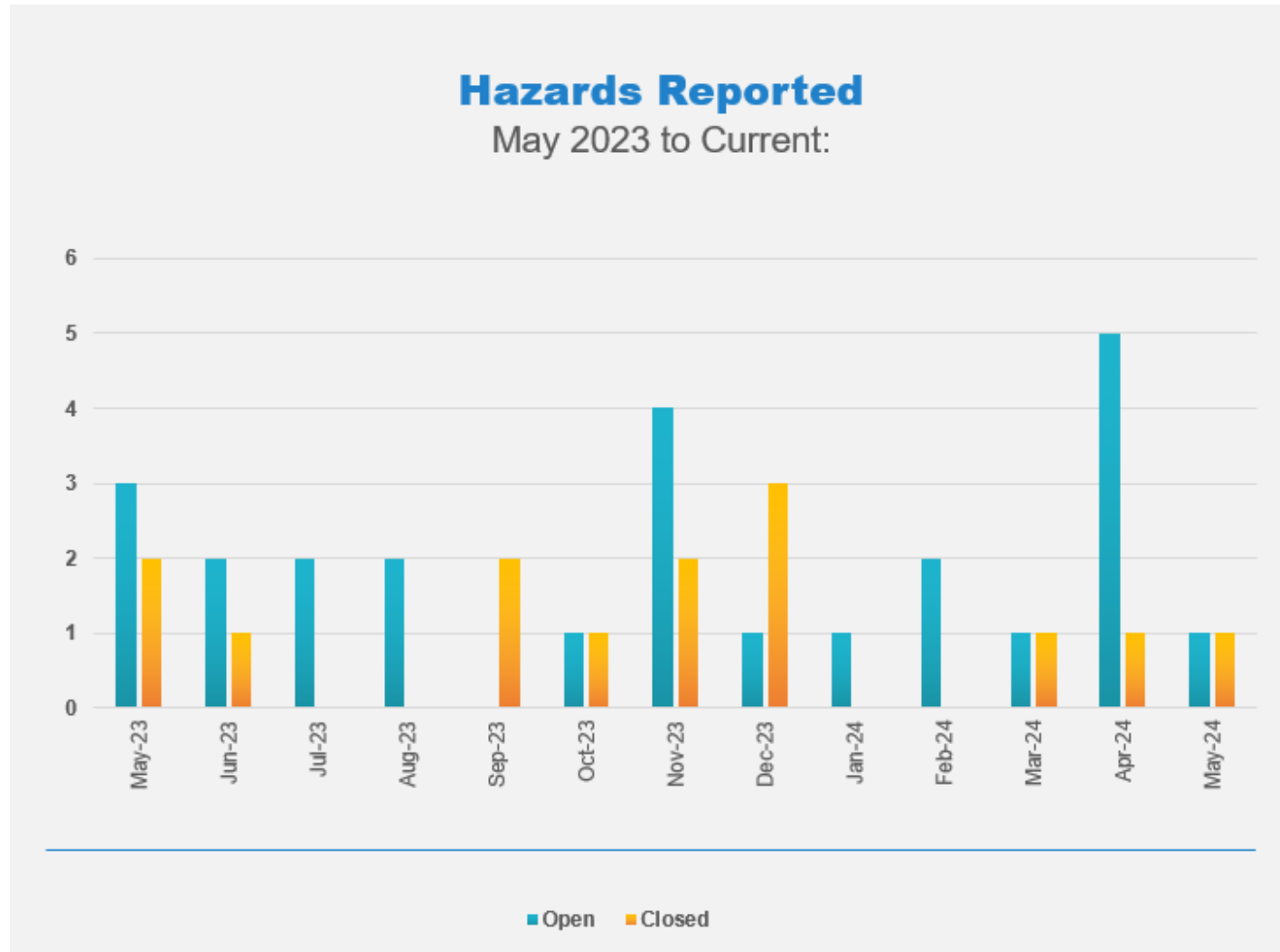




## Worker/Volunteer Incident Reporting

May 2023 to Current:





**WAIMAKARIRI DISTRICT COUNCIL**

**MINUTES OF THE MEETING OF THE AUDIT AND RISK COMMITTEE HELD IN THE COUNCIL CHAMBERS, RANGORA SERVICE CENTRE, 215 HIGH STREET, RANGIORA ON TUESDAY, 14 MAY 2024, WHICH COMMENCED AT 9AM.**

**PRESENT**

Councillor J Goldsworthy (Chairperson), Deputy Mayor N Atkinson, Councillors T Fulton, J Ward, and P Williams, Mayor D Gordon (arrived at 9.15am).

**IN ATTENDANCE**

Councillors B Cairns and P Redmond.

J Millward (Chief Executive) G Bell (Acting General Manager Finance and Business Support), C Brown (General Manager Community and Recreation), G Cleary (General Manager Utilities and Roding), S Hart (General Manager Strategy, Engagement and Economic Development), M Harris (Customer Services Manager), P Christensen (Finance Manager), H Street (Corporate Planner) (via Teams) and K Rabe (Governance Advisor).

**1 APOLOGIES**

There were no apologies.

**2 CONFLICTS OF INTEREST**

No conflicts of interest were declared.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of a meeting of the Audit and Risk Committee held on Tuesday, 12 March 2024**

Moved: Deputy Mayor Atkinson

Seconded: Councillor Williams

**THAT** the Audit and Risk Committee:

- (a) **Confirms**, as a true and accurate record, the circulated Minutes of a meeting of the Audit and Risk Committee held on 12 March 2024.

**CARRIED**

**3.2 Matters Arising**

Nil.

**4 PRESENTATION/DEPUTATION**

Nil.

## 5 **REPORTS**

### 5.1 **Request for Approval of Rates Remission on Property Damaged by Fire – M Harris (Customer Services Manager)**

M Harris spoke to the report, which requested approval for the remission of rates under the Council's Policy for Rates Remission in Miscellaneous Circumstances on three properties that had been damaged by fire.

M Harris suggested that the Council may consider extending one of its other rates remission policies, such as the Policy for Rates Remission in Natural Disasters, to cover fire events. This would authorise staff to deal with applications at the time of the disaster rather than having the Audit and Risk Committee thus saving time.

Responding to a question for Councillor Fulton, it was confirmed that the proposal would mean that staff would manage the rate remissions process in the future.

Councillor Goldsworthy queried what process was followed by other neighbouring councils. However, M Harris could not comment on the internal policies of other councils.

Moved: Deputy Mayor Atkinson

Seconded: Councillor Ward

**THAT** the Audit and Risk Committee:

- (a) **Receives** report No. 240430068280.
- (b) **Approves** the following rates remissions under the Policy for Rates Remissions in Miscellaneous Circumstances:
  - (i) 110 Ohoka Road, Kaiapoi (Rates Assessment 2176127600) – Remission \$2,801.35 for the period 14 August 2023 to 30 June 2024.
  - (ii) 163 Loburn Whiterock Road (Rates Assessment 2149015200) – Remission of \$896.89 for the period 19 January 2024 to 30 June 2024.
  - (iii) 183 Loburn Whiterock Road (Rates Assessment 2149015102) – Remission of \$828.26 for the period 19 January 2024 to 30 June 2024.
- (c) **Notes** that a new rating valuation has been obtained for each property to take effect from 1 July 2024.

**CARRIED**

Deputy Mayor Atkinson believed it would not be appropriate for the Committee to consider a change in policy at this time and recommended that staff should submit a report on the matter to the Council for a decision. However, as rates remissions due to fire were not a common occurrence, he did not believe a change to the current process was necessary.

Councillor Ward supported the motion; however, she agreed that staff should submit a report to the Council on the possible review of the policy.

### 5.2 **Audit New Zealand Management Report on the Consultation Document for the proposed Long-Term Plan for the period 1 July 2024 to 30 June 2034 – G Bell (Acting General Manager Finance and Business Support)**

G Bell presented Audit New Zealand's management report on the audit of the Consultation Document and the proposed 2024-34 Long Term Plan (LTP). He noted this was a two-part process with the audit of the Consultation Document completed. The second part was the audit of the full LTP to be adopted by the Council in June 2024.

Councillor Williams believed that Audit New Zealand had missed an error in the proposed staff salary figures and had an incorrect statement regarding the Skewbridge Road and

Rangiora Eastern Link Road Project, which stated, *“The Council plans to go ahead with both projects even if the NZTA funding cannot be secured....”* G Bell noted that the figures in the statement were not included in the Consultation Document which was the subject of the report being received at the meeting. However, any errors could be rectified in a disclosure statement in the final LTP document.

Councillor Williams was concerned that the statement made it appear that the Council had already made the decision to proceed with the Skew Bridge and the Rangiora Eastern Link Road project, which was not true. Regarding the error in the proposed staff salary figures, there seemed to be confusion as to the number of staff and the salary predictions for the future. G Bell explained that the staff salary figure was derived from financial modelling and had no effect on the Council's overall budget, and a disclosure statement would clarify the matter.

Councillor Fulton sought clarification on Audit New Zealand's responsibility in relation to the audit. He asked if their role was one of disclosure or if they verified that the information contained in the Consultation Document was relevant and substantial enough for the community to provide feedback. G Bell noted that the aim of auditing the Consultation Document was to ensure it was fit for purpose, based on sound information, well presented.

Councillor Cairns questioned Audit New Zealand's statement that they acknowledged *“some inefficiencies and the cost associated with these would be covered by them however they would seek approval from the Office of the Auditor General to negotiate an additional fee recovery at the completion of the LTP audit”*. J Millward clarified that given the Council was the first local authority to be audited, there were learnings on both sides; however, it was likely that Audit New Zealand would seek cost recovery for the extended time required to complete the audit.

Moved: Deputy Mayor Atkinson

Seconded: Councillor Fulton

**THAT** the Audit and Risk Committee:

- (a) **Receives** report No. 240422063835.
- (b) **Receives** Audit New Zealand's Management Report on the Consultation Document for the proposed ten-year Long Term Plan for the period 1 July 2024 to 30 June 2034 (TRIM 240422063850).
- (c) **Notes** there are no significant matters arising from the management letter. Audit New Zealand will audit the final 2024-34 Long Term Plan and any changes made as a result of submissions.
- (d) **Request** staff to liaise with Audit New Zealand on the possible adjustment of the statement on page eight of their management report, which indicates that *“the Council plans to go ahead with both projects even if the New Zealand Transport Agency (NZTA) funding cannot be secured.”*

**CARRIED**

Councillor Williams Against

Deputy Mayor Atkinson agreed that Audit New Zealand's statement made it appear that the Council had already made the decision and it was important that the misleading statement was corrected to reflect that the Council had not decided before getting feedback from the community.

Councillor Williams stated that he could not support the motion as Audit New Zealand's management report was incorrect due to the erroneous statement on page eight and the failure to address the error in the proposed staff salary figures.

Mayor Gordon supported the motion to receive Audit New Zealand's management report on the audit of the Consultation Document with the amendment of the incorrect statement. The proposed staff salary figures were not in the Consultation Document, so this was not relevant at this time. He commended staff on the work they did collating and providing the information for the audit in such a tight timeframe, which resulted in only one recommendation from Audit New Zealand.

Councillor Redmond noted that good questions had been asked and full and complete responses were given, which indicated that the Audit and Risk Committee was fulfilling its role in questioning possible risks to the organisation and expenditure.

Deputy Mayor Atkinson noted that he had purposely used the word 'adjust' in the motion as it was not the Council's role to find the correct wording for the correction.

### 5.3 **Financial Report for the period ended 31 March 2024 – P Christensen (Finance Manager)**

P Christensen took the report, which presented the financial results for the period ended 31 March 2024, as read.

Deputy Mayor Atkinson noted that revenue of \$122.8 million had been received against a budget of \$122.8 million and queried if these figures had been rounded, resulting in the same amount being quoted. P Christensen agreed and noted that it was unusual that revenue came so close to the budget figure.

Councillor Williams noted the incorrect staff cost budget shown in the cash flow statement in the report's attachment and requested clarification. He enquired as to the correct figure, and P Christensen advised that the correct budget could be disclosed in a note to the cash flow statement. P Christensen apologised for the error and offered to circulate the cash flow statement with an explanatory note. J Millward undertook to circulate a detailed explanation of staffing numbers to elected members.

Councillor Redmond questioned the \$20 million borrowing raised, and G Bell explained that the funds were required to meet the Council's cash requirements. The Council's Cash Balance was below its normal target of around \$20 million (the Council paid out approximately \$15 million per month), and the borrowing replenished the cash and would set the Council up for the coming six months.

Councillor Ward noted that the prices tendered on Council projects seemed to have been lower during the last few months. P Christensen explained that the Council's engineers' quotes were based on index rates and inflation. However, due to the downturn in the development sector, contractor quotes seemed to have reduced to secure work.



In response to Councillor Fulton's query regarding higher interest rates, a brief discussion was held on the difference between hedging, fixed and floating rates. It was noted that the Council got good returns on hedges, which have fixed interest at a lower rate. J Millward also noted that the Council did not chase the markets; however, it took a prudent approach for long-term gains.

Moved: Councillor Ward

Seconded: Councillor Fulton

**THAT** the Audit and Risk Committee:

- (a) **Receives** report No. 240501068410.
- (b) **Notes** the surplus for the period ended 31 March 2024 is \$13.3 million. This is \$2.7 million (17%) under budget. The variations are explained in sections 4.2 and 4.3 of report No. 240501068410.

Councillor Ward supported the motion noting that the financial results were pleasing given the current financial pressures and world events.

Councillor Fulton also supported the motion, noting that minimising debt was difficult to predict. However, staff had done a good job maintaining a good financial position during the last quarter.

Mayor Gordon supported the motion and commended the exceptional effort from staff, given the many competing financial pressures during the quarter. Audit New Zealand held the Waimakariri District Council up as a benchmark, and it showed that the Council's process worked when mistakes were identified and corrected in a timely manner.

Councillor Williams stated he could not support the motion as he believed that the report included incorrect information and, therefore, should not be received.

Deputy Mayor Atkinson suggested that the decision on this report be delayed until the correct attachment could be tabled.

Subsequently, P Christenson tabled the relevant page (page 11) from the attachment, which showed a disclosure note on a variance to the cash flow budget.

#### Amendment

Moved: Councillor Ward

Seconded: Deputy Mayor Atkinson

**THAT** the Audit and Risk Committee:

- (a) **Receives** Report No. 240501068410, including the table on page 11 of the Attachment, which shows the variance to the budget in relation to staff salaries.
- (c) **Notes** the surplus for the period ended 31 March 2024 is \$13.3 million. This is \$2.7 million (17%) under budget. The variations are explained in sections 4.2 and 4.3 of report No. 240501068410.

**CARRIED**

The amendment then became the substantive motion.

Councillor Ward reiterated that this budget variance did not affect the overall budget.

Councillor Williams noted the figures were the same as previously shown and was told that was the correct figure for salaried staff as included in the Annual Plan 2023/24. The variance note explained the discrepancies in the staff cost budget.

5.4 **Non-Financial Performance Measures for the quarter ended 31 March 2024 – H Street (Corporate Planner)**

H Street took the report on the non-financial performance measures for the third quarter as read.

In response to Deputy Mayor Atkinson's question, H Street noted that the performance measures were set during the last Long Term Plan process and could only be changed after 1 July 2024, once the 2024-34 Long Term Plan had been adopted.

Moved: Councillor Williams

Seconded: Deputy Mayor Atkinson

**THAT** the Audit and Risk Committee:

- (a) **Receives** report No. 240501068355.
- (b) **Notes** 83 (75%) of performance measures for the third quarter of the 2023/24 financial year were achieved, and 26 were not achieved.
- (c) **Notes** eight of the 26 (23%) measures that did not meet the targets were within 5% of being achieved.
- (d) **Notes** two measures have not been reported this quarter.
- (e) **Notes** all measures were reviewed and incorporated into the 2021-2031 Long Term Plan.
- (f) **Notes** all measures have been reviewed for the Draft 2024-2034 Long Term Plan to be adopted for the 2024-2027 financial years.

**CARRIED**

Councillor Williams stated that this was a good report with clear information and Deputy Mayor Atkinson concurred.

5.5 **2023/24 Capital Works March Quarterly Report – G Cleary (General Manager Utilities and Roading) and C Brown (General Manager Community and Recreation) and D Young (Senior Engineering Advisor)**

G Cleary and C Brown took the report, which advised on the progress of delivering the 2023/24 Capital Works Programme, as read. G Cleary clarified that the table in paragraph 1.2 of the report summarised expenditures, while the table in paragraph 1.5 showed project status. Due to uncertainty in Government changes, projects worth \$850,000 were on hold, and these would be considered during the 2024-34 Long Term Plan process.

Councillor Williams noted the large carryovers and queried if there were sufficient contractors available to deliver these projects when required and in the required timeframes. G Cleary noted that the Waimakariri was in a fortunate position with several small—to medium-sized contractors with lower overheads who were able to contract at generally lower tender prices. Staff were confident that there would be no shortage of contractors available when the time came.

Councillor Redmond acknowledged the previous comment; however, enquired if it was possible to keep contractors informed on future work and the possible timeframes to assist with the contractors' tendering process.

Moved: Councillor Ward

Seconded: Mayor Gordon

**THAT** the Audit and Risk Committee:

- (a) **Receives** Report No. 240503070308.
- (b) **Notes** the actual and predicted achievement across all tracked Capital Expenditure.
- (c) **Notes** that of the \$89.88 million total capital spend, \$ 38.42 million (43%) has been completed, and \$ 60.6 million (67%) is predicted to be completed (subject to weather and other matters outside our control).
- (d) **Notes** that the previous December Quarterly Report had a predicted completion of 83.3%.
- (e) **Notes** that the decrease in predicted spend from 83.3% to 67.0% (which equates to approx. \$14M less spent than predicted in December) is across the board but is significantly affected by a number of land purchase projects (Town centre, Roding LOS and Roding growth, Pegasus, and Woodend community centre land purchase), and a number of developer-led contributions.
- (f) **Notes** that staff will be considering the effect on the Council's ability to deliver the 2024/25 programme due to the increased carry-overs, and this will be included in the staff submissions to the LTP.

**CARRIED**

Councillor Ward supported the motion and was pleased that the Council was able to assist in keeping local people employed.

Mayor Gordon commented that this refined reporting clearly showed the status of all Capital Works and acknowledged the work that had gone into producing the report and the reporting process.

Councillor Fulton commented that it was an advantage to assist the district in maintaining a stable workforce.

Councillor Williams noted that negotiations took time; however, contractors should be encouraged to adhere to timelines and complete projects in a timely manner.

## **6 PORTFOLIO UPDATES**

### **6.1 Audit, Risk, Annual / Long Term Plans – Councillor Joan Ward**

- The Council borrowed to meet cash flow requirements rather than for specific projects, and cash may be held on short-term deposit for a few months. Borrowing was then allocated to specific capital projects as the projects incur expenditure which effectively draws down on the available cash that had been borrowed.
- The Council budgeted to borrow \$30 million in the 2023/24 financial year; however, in practice, it had only borrowed \$20 million due to some of the capital projects not being completed.
- The Bank Bill Reference Rates (BKBM) was the standard benchmark market interest rate used to settle financial instruments. It was effectively the underlying cost of borrowing before the lender's margin was added and was currently around 5.3%.

- The lender's margin was the risk premium that was added to the underlying market rate (the BKBM). The plus 45 bps (plus 45 basis points) was the lender's margin for our borrowing on top of the BKBM. Forty-five or 65 basis points was 0.45% or 0.65% and was a very low margin. Margins could typically be 1% to 3%, or higher for riskier borrowing, so the Council does very well through the Local Government Finance Agency (LGFA).
- We are at the business end of the LTP with deliberations and final decisions to be made soon. The finance team will be working to update the financial model and rate calculations to reflect the financial impact of decisions. This will then be subject to final audit by Audit NZ in early June. This will be a busy time for team, working with Communications and the Admin Creative team to finalise the document for adoption.
- The Audit NZ team were on site week commencing 6 May to complete their interim audit. This focuses on the Council's systems and policies and includes tests to ensure that controls are operating as intended. One of the challenges this year is the need to bring forward the revaluation of three waters infrastructure assets because of the current high rate of price increases. The Audit Director, Yvonne Yang, will attend the June A&R to present the audit plan for the 2023/24 year.

## 6.2 **Communications and Customer Services – Councillor Joan Ward**

### **Communications:**

- **Draft 2024-34 Long Term Plan (LTP):**  
The Draft LTP was open for engagement from 15 March to 15 April 2024. Over 3,000 residents visited the engagement page, 713 spent minutes exploring the topics, and we received 336 submissions, making 1670 submission points. The LTP had been really well received, and the low(ish) submission numbers could be attributed to the low proposed rates increase and high satisfaction with the Council from residents.
- **Other Engagements:**
  - The Community Development Survey closed on 22 March 2024. Currently, 409 visitors were aware, 160 informed, and 69 engaged. Engaged visitors were those who had made a submission.
  - Beach Volleyball Court at Waikuku Beach opened on 3 May 2024. Letter drops would be done for the residents in surrounding streets and promoted to the wider community through email distribution lists and social media. This closed on 27 May 2024.
  - Pegasus Youth Space engagement opened on 5 April 2024. To date, there had been 212 page visits, 148 aware visitors and 40 submissions.
- **Changes to monthly e-news (with examples):**  
In late 2023 the Comms and Engagement Team (the team) reviewed its e-newsletter content. The review concluded there was not enough difference between the social content and website news feed to entice readers. Staff had done an analysis of other e-news formats that were more successful and decided to trial a monthly content theme and have content that would be exclusive to the e-news. With the format, the theme content, introduced staff profiles, focused on community partners doing interesting work, etc. Since this change in approach, all e-news have a 60+% open rate. The industry average was about 21%.
  - April e-newsletter. Reducing Waste and living sustainably  
<https://www.waimakariri.govt.nz/council/news-and-information/2024/04/waste-reduction,-eco-education-and-local-gems>
  - March e-newsletter. Embracing Autumn  
<https://www.waimakariri.govt.nz/council/news-and-information/2024/03/embrace-autumn-in-waimakariris-parks-and-reserves>

- February – e-newsletter. Road Safety Month.  
<https://www.waimakariri.govt.nz/council/news-and-information/2024/02/road-safety-month>
- January – e-newsletter. Celebrating Water.  
<https://www.waimakariri.govt.nz/council/news-and-information/2024/01/celebrating-wai-in-waimakariri>
- Launch of Jira portal:  
On 12 April 2024, the team launched the new portal for assigning work. This online tool streamlines how the team operated by prompting for information about the regular tasks and projects they undertook ahead of time. This would enable the team to be more efficient, share and collaborate faster, and record with more accuracy what teams and projects the team were looking after at that point in time.
- New Staff Member  
The team welcomed Maria Cullen, a Communications and Engagement Advisor. M Cullen had a wealth of experience in communications after working at Environment Canterbury and Careerforce. Her portfolios included Libraries, Internal Communications, Solid Waste, Civil Defence, Community Team, and ESU. She's been with us for about six weeks now and has hit the ground running.
- Northern Pegasus Bylaw Review  
The engagement programme for the Northern Pegasus Bay Bylaw Review took place from 20 December 2023 to 1 March 2024. It consisted of a Beach Users Survey and topic-specific engagement on the bylaw itself. The Council sought feedback online, promoted engagement at beach entrances, undertook on-beach interviews, and worked with a dedicated group of stakeholders to reach this point. Through these means, the Council received feedback from 428 residents.

#### **Customer Services**

- Completed recruitment of three casual staff and now working through the training programme with them.
- The fourth (final) rates instalment for this year was due next week.
- Staff had been working with the Environmental Services team to prepare for the new dog registration notices to be sent out. This was the first year following the issue of multi-year tags so administration time should be reduced.
- The Customer Services Team had been busy working towards implementing the Datacom service request module from 1 July 2024. The configuration was nearing completion, and staff training on service requests was expected to start around 22 May 2024.
- LIM application numbers continued to be strong with April application numbers the highest since 2018.

## **7 QUESTIONS**

Nil.

## **8 URGENT GENERAL BUSINESS**

Nil.

## 9 **MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

Moved: Councillor Ward

Seconded: Deputy Mayor Atkinson

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it was moved:

That the public be excluded from the following parts of the proceedings of this meeting:

Item 9.1 Goods and Services Tax and Fringe Benefit Tax Compliance Evaluation.

The general subject of the matter to be considered while the public was excluded, the reason for passing this resolution in relation to the matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution were as follows:

Meeting Item No. and subject	Reason for excluding the public	Grounds for excluding the public-
9.1 Goods and Services Tax and Fringe Benefit Tax Compliance Evaluation	Good reason to withhold exists under section 7	To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (s 7(2)(h)).

**CARRIED**

### ***Resolution to resume in Open Meeting***

Moved: Councillor Goldsworthy

Seconded: Deputy Mayor Atkinson

**THAT** open meeting be resumed and the business discussed with the public excluded remained public excluded.

**CARRIED**

*The public excluded portion of the meeting commenced at 10.34am and concluded at 11.05am.*

### **NEXT MEETING**

The next meeting of the Audit and Risk Committee would be held on Tuesday 11 June 2024 at 9am.

THERE BEING NO FURTHER BUSINESS, THE MEETING CONCLUDED AT 11.05AM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson  
Councillor Goldsworthy

\_\_\_\_\_  
Date



**MINUTES FOR THE MEETING OF THE OXFORD-OHOKA COMMUNITY BOARD HELD AT THE OXFORD TOWN HALL, MAIN STREET, OXFORD, ON WEDNESDAY, 8 MAY 2024, AT 7PM.**

**PRESENT**

S Barkle (Chairperson), T Robson (Deputy Chairperson), T Fulton, R Harpur, N Mealings, P Merrifield and M Wilson.

**IN ATTENDANCE**

G Cleary (General Manager Utilities and Roading), T Kunkel (Governance Team Leader) and C Fowler-Jenkins (Governance Support Officer).

There were three members of the public present.

**1. APOLOGIES**

Moved: T Robson

Seconded: N Mealings

**THAT** an apology for absence be received and sustained from M Brown.

**CARRIED**

**2. PUBLIC FORUM**

**2.1. Brett Weir**

B Weir advised that he resided in Bush Road, Oxford. He and some of the neighbouring properties wished to have their land rezoned from rural to residential, noting the growth of Oxford in recent years. Hence, he submitted the applicable forms to the Council and also made a submission to the Council's District Plan Review. However, as a layman, he found the process difficult to understand and navigate. B Weir noted that the Council had not supported the rezoning of the properties in Bush Road and had suggested that he employ a town planner to assist him with the process, which would cost him about \$10,000 and not guarantee a successful outcome.

Also, B Weir explained that Bush Road was dangerous, and although the Council had reduced the speed limit from 100km/h to 60km/h, he believed it should be reduced to 50km/h.

S Barkle acknowledged that the District Plan Review process could be overwhelming; however, she encouraged B Weir to speak about his submission at the District Plan review hearings as it was the correct process to follow.

N Mealings suggested that Council staff could arrange for a Council planner to contact Mr Weir and explain the hearing process to him.

T Robson agreed that rezoning land was a broader issue, and the process may be challenging for anyone not a planner to follow.

**3. CONFLICTS OF INTEREST**

Item 7.4 – N Mealings and T Fulton declared a conflict of interest as they were Councillors who would be considering the Waimakariri District Council submission.

#### 4. **CONFIRMATION OF MINUTES**

##### 4.1. **Minutes of the Oxford-Ohoka Community Board meeting – 3 April 2024**

Moved: T Robson                      Seconded: P Merrifield

**THAT** the Oxford-Ohoka Community Board:

- (a) **Confirms** the circulated Minutes of the Oxford-Ohoka Community Board meeting, held on 3 April 2024, as a true and accurate record.

**CARRIED**

##### 4.2. **Matters Arising (From Minutes)**

There were no matters arising from the minutes.

#### 5. **DEPUTATIONS AND PRESENTATIONS**

Nil.

#### 6. **ADJOURNED BUSINESS**

Nil.

#### 7. **REPORTS**

##### 7.1. **Oxford-Ohoka Community Board Members' Attendance of the 2024 New Zealand Community Boards' Conference – T Kunkel (Governance Team Leader)**

T Kunkel advised that she would take the report as read and highlighted that the conference was usually held every two years. However, due to Covid, it had been three years since the last conference. This year's conference would be held in Wellington in August 2024. She noted that the Board was not obligated to send a representative to the conference.

Moved: P Merrifield

Seconded: M Wilson

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** report No. 240415058582.
- (b) **Approves** that Board members S Barkle, R Harpur and M Brown, upon confirmation, represent the Board at the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.
- (c) **Notes** that the attendees will be required to submit a report sharing ideas/knowledge gained at the Conference with the other members of the Board at the October 2024 meeting.
- (d) **Notes** that the total cost for each attendee will be approximately \$1,965 (excluding GST), funded from the Board's Training Budget.

**CARRIED**

7.2. **Approval of the Oxford-Ohoka Community Board Plan 2024 – K Rabe (Governance Advisor)**

T Kunkel spoke to the report, noting that the plan had previously been presented to the Board; subsequently, significant amendments had been made to the plan, resulting in its resubmission to the Board for adoption.

N Mealings reported that the bench had been installed at the Ohoka Stream Walkway; she requested that the Oxford-Ohoka Community Board Plan be amended to reflect this.

T Fulton noted that the Board was no longer working with Enterprise North Canterbury to establish historic display boards. Hence, he requested that the Oxford-Ohoka Community Board Plan be amended accordingly.

Moved: R Harpur

Seconded: T Fulton

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** report No. 240404052106.
- (b) **Approves** the Oxford-Ohoka Community Board Plan 2022-25 (Trim: 230222024481).
- (c) **Authorises** the Chairperson to approve the final version of the Oxford-Ohoka Community Board Plan 2024 if any further minor editorial corrections are required.

**CARRIED**

7.3. **Application to the Oxford-Ohoka Community Boards Discretionary Grant Fund 2023/24 – K Rabe (Governance Advisor)**

T Kunkel spoke to the report, noting the Board had received an application from the Swannanoa Home and School Incorporated, which raised funds on behalf of the school. The group requested funding for outdoor picnic tables where students could eat lunch and socialise. The tables would also be used when working on school projects outdoors.

P Merrifield asked if the school also had a Parent Teachers Association (PTA). S Barkle noted that this group was the PTA.

Moved: R Harpur

Seconded: T Robson

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** report No.240411056493.
- (b) **Approves** a grant of \$750 to Swannanoa Home and School Incorporated towards the purchase of picnic tables.

**CARRIED**

7.4. **Ratification of the Oxford-Ohoka Community Board's Submission to the Waimakariri District Council and Environmental Canterbury's Draft 2024-34 Long Term Plans – T Kunkel (Governance Team Leader)**

T Kunkel spoke to the report, noting that the Board had made submissions to the Council and Environmental Canterbury's Draft 2024-34 Long Term Plans. The Board submissions were circulated to members prior to lodging.

Moved: T Robson

Seconded: M Wilson

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** report No. 240409054807.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council draft 2024-2034 Draft Long Term Plan (Trim Ref: 240328049611).
- (c) **Retrospectively ratifies** its submission to Environmental Canterbury's draft 2024-2034 Long Term Plan (Trim Ref: 240328049934).
- (d) **Notes** the Board Chair and/or Deputy Chair will speak to each of the Submission Hearings to convey the Board's view in person.

**CARRIED**

8. **CORRESPONDENCE**

Nil.

9. **CHAIRPERSON'S REPORT**

9.1. **Chairperson's Report for April 2024**

- Presented both the Board's 2024-34 Long Term Plan submissions. Received a good reception from both organisations.
- He was asked to attend a meeting regarding the pump track in Oxford. The group wanted some support and guidance along the process.
- Assisted in setting out a walking track that the Board had provided funding for at Ashley Gorge.

Moved: M Wilson

Seconded: N Mealings

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** the verbal update from the Oxford-Ohoka Community Board Chairperson.

**CARRIED**

10. **MATTERS FOR INFORMATION**

- 10.1. Rangiora-Ashley Community Board Meeting Minutes 13 March 2024.
- 10.2. Kaiapoi-Tuahiwi Community Board Meeting Minutes 18 March 2024.
- 10.3. Woodend-Sefton Community Board Meeting Minutes 9 April 2024.
- 10.4. Rangiora-Ashley Community Board Meeting Minutes 10 April 2024.

- 10.5. Kaiapoi-Tuahiwi Community Board Meeting Minutes 15 April 2024.
- 10.6. Kaiapoi Night Market proposal – Report to Council Meeting 2 April 2024 – Circulates to the Kaiapoi-Tuahiwi Community Board.
- 10.7. Adoption of Waste Assessment 2023 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 10.8. ANZAC Day Services 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 10.9. Health, Safety and Wellbeing Report March 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 10.10. July 2023 Flood Recovery Update – Report to Utilities and Roding Committee 16 April 2024 – Circulates to all Boards.
- 10.11. Waters Climate Change Risk Assessment – Report to Utilities and Roding Committee Meeting 16 April 2024 – Circulates to all Boards.

#### **Public Excluded**

- 10.12. Proposed Sale 21 and 61 Ohoka Road, Kaiapoi – Report to Council Meeting 2 April 2024 – Circulates to all Boards.

Moved: S Barkle

Seconded: T Fulton

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** the information in Items.10.1 to 10.11.
- (b) **Receives** the separately circulated public excluded information in Item 10.12.

**CARRIED**

#### **11. MEMBERS' INFORMATION EXCHANGE**

##### **T Fulton**

- An upcoming Event Planning Workshop on 17 May 2024 promised a good basis for managing an event.
- Lees Valley Site Visit – discussion of options for one of the bridges that had suffered damage.
- Long Term Plan Drop-in Sessions – felt that the Ohoka Drop-In was instructive.
- Water Zone Committee Workshop – confirmed funding for \$60,000. Planting fencing and water improvement projects.
- Attended a Rural Support Trust breakfast at the RSA.
- The Oxford Gym Health and Fitness Centre now had a building consent. They were in the process of applying to Rata for funding. They had a builder engaged.
- Met with M Brown at the West Eyreton School and had an informal look at the pavilion.

##### **M Wilson**

- Network of Elected Women at Kate Sheppard House—This was an annual event connecting elected women. It offered a useful discussion about current challenges for women and possible solutions. The museum was open to the public.
- Waimakariri Health Advisory Group – Impacts of Government changes discussed. Discussion relating to family violence pathways.

- Alcohol and Drug Harm Prevention Steering Group Meeting – Forum planned for June to support connection and future planning for those involved with alcohol and drug harm prevention/support.
- Long Term Plan Community Drop-In at Ohoka Domain – Mandeville Resurgence dominated the conversations.
- Rangiora Vintage Fair – A great turnout of local stallholders and something for everyone.
- Planning for Alcohol and Drug Harm Forum – Planning for survey.
- Thompson and Ibell Duo – Piano and Cello Concert, Chamber Gallery Rangiora Library – We were fortunate to have events of this calibre in Rangiora.
- Kaiapoi Riversong – An excellent event. Live music, stalls and a good turnout from the community.
- Cello Concert, Rangiora Town Hall - Nine cellists. Composer Anthony Ritchie's Mountains Wild against the Sky for eight cellos and piano was unveiled, celebrating the majestic beauty of North Canterbury. The turnout was disappointing; perhaps more marketing is needed. The concert was supported by funding from Creative Communities.
- ANZAC Day Service, Ohoka Hall - it was an important time to remember the bravery of those who fought for the freedoms we have today.
- North Canterbury Youth Futures Business Breakfast – Speaker Brad Olsen (Chief Executive and Principal Economist at Infometrics). Shared interesting current statistics for Waimakariri. Table discussions around how we can facilitate youth into work.

#### **R Harpur**

- Attended Waimakariri Access Group Meeting – changing facilities at the swimming pools were unsuitable at both Dudley and Kaiapoi. They discussed mobility carparks and how Christchurch City Council doubled the time limit available on the parks. The thought was that they could be changed in the Waimakariri. At the real estate office in Oxford, the steps were high and not suitable for someone in a wheelchair to access. General Practitioners (GPs) in the district were taking on no new patients, but a new medical facility would open in Ravenswood.
- Long Term Plan Drop-In Session in Ohoka – a number of people thought it was more about the Mandeville Resurgence which resulted in quite heated discussions.
- Mandeville Sports Club Meeting – walking/cycle track plans have been finalised.
- Letter drop in Mandeville from the Ohoka Residents Association asking for money to help fund the fight against the Carter Group.

#### **P Merrifield**

- Attended Oxford Museum Meeting.

#### **N Mealings**

- Network of Elected Women – Annual get-together held at Kate Sheppard House.
- Lees Valley meeting with Council staff and residents – Discussed roading and other local issues.
- Council Workshop/Briefings – Discussed submissions on Environment Canterbury Long Term Plan and Fast Track Bill.
- Alcohol and Drug Harm Prevention Steering Group Meeting - Planning an Alcohol and Other Drug (AOD) services networking forum for June 2024. Working to ensure the Next Steps Website was up to date with Waimakariri information and service providers.
- Attended Canterbury Biodiversity Strategy Revitalization Workshop – Held at Environment Canterbury with a wide range of elected members, staff, and community group representatives regarding the Canterbury Biodiversity Strategy now up for review.
- The Long Term Plan Drop-in Session at Ohoka was held at the Ohoka Domain Pavilion. Water was a hot topic.



- Community Wellbeing North Canterbury (CWNC) Trust Board Meeting with Member of Parliament (MP) Matt Doocey – Meet and greet with our local MP to update on the work and services provided by CWNC and discuss the complexities of the current environment we were responding to in our community.
- Proposed District Plan Hearings – Stream 8, 9A and 11A.
- Utilities and Roading Committee Meeting - Deputation from Waimakariri Biodiversity Trust reporting on their work in the district. It was currently looking for another trustee. Regarding the 2023 flood recovery update, most investigations were complete, and works were underway or out for tender. Wilson Drive works commenced this week.
- Mandeville Sports Club All Clubs Meeting followed by Mandeville Sports Club Board Meeting – Hedges had been trimmed, and the first part of the tree maintenance plan removing potentially dangerous trees had been completed. The rest of the tree maintenance plan would be scheduled later as conditions allow. Grounds had switched to winter sporting codes. Due to dry conditions, irrigation was continuing. Clubhouse use, Fridays were generally available as a general community night, and Saturdays were for sports events. The proposed clubhouse upgrade design was still being fine-tuned. D Sutherland, the new Mandeville Sports Club Board Chair, was taking over from A. Prattley, who had handed over the reins but was still on board.
- Canterbury Climate Action Reference Group Meeting – Discussed proposed implementation options of the Canterbury Climate Partnership Plan (subject to member Councils Long Term Plan processes).
- Greater Christchurch Partnership Workshop—A workshop to discuss and consider strategic priorities for 2024/25 and seek views on further ways to enhance progress.
- Attended ANZAC Day Service at Ohoka – Lovely service, well attended by locals.
- Attended the ANZAC Day Service at Oxford and West Eyreton. Both were excellent and well-attended. Each community had a different flavour to its services, bespoke to that community.
- Solid and Hazardous Waste Working Party Workshop – To discuss the review of the Council's Waste Minimization Management Plan (WMMP) and opted to hold off on changes to WMMP pending Waste Minimization Act review.
- Waimakariri Youth Council Meeting – First meeting with new recruits and notetaker.
- Council Meeting – Northern Pegasus Bay Bylaw 2024 Draft was approved for consultation.
- Logn Term Plan Hearings – Held at Kaiapoi, Oxford and Rangiora.

### **S Barkle**

- Attended a Chairperson handover meeting. Thanked T Robson for his dedication to the Board acting as Chair. He represented the Board in a professional manner.
- Attended the Mandeville Resurgence community drop-in session. Due to its acoustics and size, she would prefer that the drop-in not be held in that room.
- Attended the Ohoka ANZAC Day Service, which was unique to the area. It was nice to hear stories and have the organisers involve the children in the service.
- Attended West Eyreton ANZAC Day Service—it was a unique service. Many different community members were there, and it was a touching way to bring the community together.
- Attended Chairperson training.
- Long Term Plan Submission Hearing at Environment Canterbury – public transport and rural residents contributing.
- Long Term Plan Waimakariri District Council Submission - Students who had written in letters submitted it and did a fantastic job.
- Swannanoa had a group called Seed of Learning that did biodiversity jobs and looked after the school farm.

**12. CONSULTATION PROJECTS**

Nil.

**13. BOARD FUNDING UPDATE****13.1. Board Discretionary Grant**

Balance as at 30 April 2024: \$1,776.00.

**13.2. General Landscaping Fund**

Balance as at 30 April 2024: \$13,680.

The Board noted the funding update.

**14. MEDIA ITEMS**

The Board agreed that members would provide information for T Robson to publish on the Board's Facebook page. P Merrifield volunteered to assist T Robson with administrating the Board's social media.

**15. QUESTIONS UNDER STANDING ORDERS**

Nil.

**16. URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

Nil.

**NEXT MEETING**

The next meeting of the Oxford-Ohoka Community Board was scheduled for 7pm, Wednesday 5 June 2024 at the Oxford Town Hall.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 8.35PM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

**MINUTES OF THE MEETING OF THE RANGIORA-ASHLEY COMMUNITY BOARD HELD IN THE COUNCIL CHAMBER, 215 HIGH STREET, RANGIORA, ON WEDNESDAY, 8 MAY 2024, AT 7 PM.**

**PRESENT**

J Gerard (Chairperson), K Barnett (Deputy Chairperson), R Brine, I Campbell, M Clarke, M Fleming, J Goldsworthy, L McClure, J Ward, S Wilkinson, and P Williams.

**IN ATTENDANCE**

S Hart (General Manager Strategy, Engagement and Economic Development), S Nichols (Governance Manager) and E Stubbs (Governance Support Officer).

There were four members of the public present.

**1. APOLOGIES**

Moved: K Barnett

Seconded: M Fleming

An apology was received and sustained from B McLaren for absence.

**CARRIED**

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. CONFIRMATION OF MINUTES**

**3.1. Minutes of the Rangiora-Ashley Community Board – 10 April 2024**

Moved: P Williams

Seconded: J Goldsworthy

**THAT** the Rangiora-Ashley Community Board:

- (a) **Confirms**, as a true and accurate record, the circulated Minutes of the Rangiora-Ashley Community Board meeting held on 10 April 2024.

**CARRIED**

**3.2. Matters Arising (From Minutes)**

- **Quarry and landfill in Loburn** - J Gerard advised that the consent application submitted by Protranz International Limited to undertake quarrying activities and construct and operate a landfill on Quarry Road, Loburn, was currently on hold, awaiting further information from the applicant. However, staff would keep the Board updated. He noted that the previous advice that the proposed Fast-track Approvals Bill only applied to matters of 'national significance' may be incorrect. It also seemed to apply to matters of 'major significance', which could cover a broader range of applications, such as the proposed quarry and landfill in Loburn.

S Hart advised that the Council believed the proposed Fast-track Approvals Bill in its current form had an element of risk, and it had, therefore, made a submission on the proposed Bill. S Hart undertook the task of circulating a copy of the Council's submission to the Board.

- **ANZAC Day** - J Gerard commented that there had been a good turnout for the various ANZAC Day services within the district. He thanked the Board members for attending.

#### 4. **ACKNOWLEDGEMENTS**

The Board acknowledged the passing of Rodger Gillespie, a Life Member of the Cust Volunteer Fire Brigade, and Keith Galloway, a long-time member of the Rangiora-Ashley Community Board. Both made significant contributions as volunteers in their communities. The Board stood to observe a moment's silence.

#### 5. **DEPUTATIONS AND PRESENTATIONS**

Nil.

#### 6. **ADJOURNED BUSINESS**

Nil.

#### 7. **REPORTS**

##### 7.1. **Rangiora-Ashley Community Board Members' Attendance of the New 2024 Zealand Community Boards' Conference – T Kunkel (Governance Team Leader)**

S Nichols advised that she would take the report as read and highlighted that the conference was usually held every two years. However, due to Covid, it had been three years since the last conference. This year, the conference would be hosted alongside Local Government New Zealand's (LGNZ) Local Government Conference. The Board had sufficient budget to send two members. However, the Board may have an appetite to be prudent with funding given the current economic climate. The Council's Elected Member Conference and Training Policy did not stipulate how many Board members were allowed to attend, and the Board, therefore, needed to decide.

*The meeting was adjourned for a workshop at 7.07pm to allow discussion to resolve attendees at the different Board representations at the LGNZ conference. The meeting resumed at 7.10pm.*

Moved: K Barnett

Seconded: P Williams

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240404052317.
- (b) **Approves** that Board member(s) J Gerard and S Wilkinson represent the Board at the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.
- (c) **Notes** that the attendee(s) will be required to submit a report sharing ideas/knowledge gained at the Conference with the other members of the Board at the October 2024 meeting.
- (d) **Notes** that the total cost for each attendee will be approximately \$1,965 (excluding GST), funded from the Board's Training Budget.

Amendment

Moved: J Ward

Seconded: M Fleming

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240404052317.
- (b) **Approves** that Board member(s) J Gerard and L McClure represent the Board at the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.
- (c) **Notes** that the attendee(s) will be required to submit a report sharing ideas/knowledge gained at the Conference with the other members of the Board at the October 2024 meeting.
- (d) **Notes** that the total cost for each attendee will be approximately \$1,965 (excluding GST), funded from the Board's Training Budget.

**CARRIED**  
6/5

A division was called:

**For 6:** Members Barnett, Brine, Fleming, Goldsworthy, McClure, and Ward.**Against 5:** Members Gerard, Campbell, Clarke, Wilkinson, and Williams.

In supporting the amendment, J Ward noted that it would be preferable to have a balance of genders for different views on the conference discussions. Therefore, she believed it would benefit L McClure to attend the conference.

M Fleming commented that she had previously attended the conference, and it was a fantastic networking and learning opportunity. She supported the attendance of a first-term Board member.

The amendment became the substantive motion and was then put.

Moved: J Ward

Seconded: M Fleming

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240404052317.
- (b) **Approves** that Board member(s) J Gerard and L McClure represent the Board at the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.
- (c) **Notes** that the attendee(s) will be required to submit a report sharing ideas/knowledge gained at the Conference with the other members of the Board at the October 2024 meeting.
- (d) **Notes** that the total cost for each attendee will be approximately \$1,965 (excluding GST), funded from the Board's Training Budget.

**CARRIED**

7.2. **Application to the Rangiora-Ashley Community Board's 2023/24 Discretionary Grant Fund – T Kunkel (Governance Team Leader)**

S Nichols took the report as read.

There were no questions from the Board.

Moved: J Gerard

Seconded: M Fleming

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240405053282.
- (b) **Approves** a grant of \$1,000 to Rangiora Cricket Club to purchase new cricket balls and equipment.

**CARRIED**

Moved: R Brine

Seconded: L McClure

- (c) **Approves** a grant of \$420 to Rangiora Toastmasters Club towards the cost of web hosting its fortnightly meetings for a year.

**CARRIED**

7.3. **Ratification of the Rangiora-Ashley Community Board's submission to the Waimakariri District Council and Environmental Canterbury's draft 2024-2034 Long Term Plans – T Kunkel (Governance Team Leader)**

S Nichols took the report as read. It was noted that Councillors were not participating due to a conflict of interest.

Moved: K Barnett

Seconded: M Fleming

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240409054925.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council Draft 2024-2034 Draft Long Term Plan (Trim Ref: 240328049146).
- (c) **Retrospectively ratifies** its submission to Environmental Canterbury's 2024-2034 Draft Long Term Plan (Trim Ref: 240328049896).
- (d) **Notes** the Board Chair will speak to the Waimakariri District Council Submission Hearing to convey the Board's view in person.

**CARRIED**

8. **CORRESPONDENCE**

Nil.



## 9. **CHAIRPERSON'S REPORT**

### 9.1. **Chair's Diary for April 2024**

The Chairperson advised that he had met with Greenspace Staff and an arborist regarding the Queen Street trees. The trees had received heavy pruning, and contractors were attending to the leaf pickup. The arborist had provided conflicting opinions regarding the information the Board had previously received and believed the trees could be pruned back to remove approximately 30% of the tree canopy.

Moved: J Gerard

Seconded: K Barnett

**THAT** the Rangiora-Ashley Community Board:

- (a) **Receives** report No. 240501068480.

**CARRIED**

## 10. **MATTERS FOR INFORMATION**

- 10.1. **Kaiapoi-Tuahiwi Community Board Meeting Minutes 18 March 2024.**
- 10.2. **Oxford-Ohoka Community Board Meeting Minutes 3 April 2024.**
- 10.3. **Woodend-Sefton Community Board Meeting Minutes 9 April 2024.**
- 10.4. **Kaiapoi-Tuahiwi Community Board Meeting Minutes 15 April 2024.**
- 10.5. **Adoption of Waste Assessment 2023 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.**
- 10.6. **ANZAC Day Services 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.**
- 10.7. **Health, Safety and Wellbeing Report March 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.**
- 10.8. **E-Scooter Permit Renewal Due 1 May 2024 – Report to Council Meeting 2 April 2024 – Circulates to the Woodend-Sefton, Rangiora-Ashley and Kaiapoi-Tuahiwi Community Boards.**
- 10.9. **July 2023 Flood Recovery Update – Report to Utilities and Roading Committee 16 April 2024 – Circulates to all Boards.**
- 10.10. **3 Waters Climate Change Risk Assessment – Report to Utilities and Roading Committee Meeting 16 April 2024 – Circulates to all Boards.**

### **Public Excluded**

- 10.11. **Proposed Sale 21 and 61 Ohoka Road, Kaiapoi – Report to Council Meeting 2 April 2024 – Circulates to all Boards.**

Moved: J Gerard

Seconded: L McClure

**THAT** the Rangiora-Ashley Community Board:

- (a) Receives the information in Items.9.1 to 9.10.
- (b) Receives the separately circulated public excluded information in item 9.11.

**CARRIED**

## 11. **MEMBERS' INFORMATION EXCHANGE**

### **I Campbell**

- Had observed the tree trimming on Queen Street and commented on the difference it had made.
- Attended the Riversong Kaiapoi event, which was well-organised and had a large community attendance.
- Had performed three flights over ANZAC day services.
- Attended the Council presentation on the proposed Solar Farm at Sefton. This proposed farm extended over two sides of Upper Sefton Road and was, therefore, in both the Rangiora-Ashley and Woodend-Sefton Community Board areas.

### **L McLure**

- Attended the 'Back to Basics' event, which was very busy and had great connections.
- The community garden was a slow work in progress.
- Attended and enjoyed the ANZAC day services.

### **J Goldsworthy**

- The District Planning and Regulation Committee approved 16 new car parks with 120 parking limits in Rangiora.
- The Northern Pegasus Bay Bylaw was going for public consultation.

### **J Ward**

- Attended the Utilities and Roading Committee meeting where the Council's urgent submission to the Central Government's Fast-track Approvals Bill has been ratified.
- Attended Long Term Plan Programming meetings.
- Attended North Canterbury Sport and Recreation Trust meeting.
- Attended several Council briefings.
- Commended the Communications and the Creative Admin Teams for the work done in creating the Infrastructure Strategy, Long Term and Annual Plans, as well as the Consultation Documents in-house to save costs.

### **K Barnett**

- Attended ANZAC Day Services.
- Attended Riversong Kaiapoi.
- Attended the Citizens Advice Bureau fundraising event.

### **M Clarke**

- Attended a Greypower meeting, where they acknowledged the pedestrian refugees as providing elderly safe places to cross the road.
- Commented that the Anglican Church was investigating options for St Johns Church on High Street. However, they needed to work within the bounds of it being a listed Historic Place.
- Commented on complaints regarding works being carried out on the South Belt, including noise.

### **M Fleming**

- Spoke at the Long Term Plan Hearing on behalf of the Waimakariri Access Group.
- Attended the 'Back to Basics' event for which Satisfy Food Rescue had provided the food.
- Commented positively on the Rangiora High School ANZAC Day service, particularly the student speakers.

**P Williams**

- Attended ANZAC Day Service at the Fernside Hall and the Sefton Cenotaph.
- Commented on the solar farm presentation at the recent Council meeting, he noted that residents were concerned about the proposed location, which was close to their homes.
- Noted that the community was happy that the drainage issues on Cones Road, Rangiora, were being addressed. However, there was some concern regarding the effect the proposed new development on Barkers Road, Rangiora, would have on stormwater.
- Expressed concern that the construction on River Road, Rangiora, appeared to differ from the plan approved at the Rangiora-Ashley Community Board meeting. It appeared narrower than previously, which was a concern as many trucks and buses used that route.
- Noted that the Council was currently hearing submissions to the draft 2024-24 Long Term Plan.

**S Wilkinson**

- Listened to residents' presentation to the Council regarding the proposed solar farm and believed they made a compelling argument.
- Attended the ANZAC Day service at the Fernside Hall.
- The Representation Review Working Group was to meet next week; however, the meeting was postponed to 5 June 2024. He would update the Board after the meeting.
- Would be attending the Not for Profit Networking Forum the following day.
- Judged the Ohoka/Clarkville School Debate.

**R Brine**

- Commented that the Council was waiting for direction from the Central Government about Waste Management.
- The Chairperson of Transwaste, Gill Cox, and Kate Valley's Landfill and Transport Manager, Hayden Leach, would be updating the Council on the activities at Kate Valley and Transwaste's operations.
- Noted that a larger capacity line was needed at Kate Valley to reduce flaring. MainPower would require an extra line to be installed for the wind farm.

**12. CONSULTATION PROJECTS**

Nil.

**13. BOARD FUNDING UPDATE****13.1. Board Discretionary Grant**

Balance as at 30 April 2024: \$4,607.

It was noted that after the grants were approved at this meeting, \$3,187 would remain in the fund. If funding was still available on 30 June 2024, the Council could roll over the funding to the following financial year.

**13.2. General Landscaping Fund**

Balance as at 30 April 2024: \$17,191.

The Board noted the Board funding update.

**14. MEDIA ITEMS**

Nil.

**15. QUESTIONS UNDER STANDING ORDERS**

Nil.

**16. URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

Nil.

**NEXT MEETING**

The next meeting of the Rangiora-Ashley Community Board was scheduled for 7pm, Wednesday 12 June 2024.

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 7.39PM.

**CONFIRMED**

\_\_\_\_\_  
J Gerard

\_\_\_\_\_  
Date

**MINUTES FOR THE MEETING OF THE WOODEND-SEFTON COMMUNITY BOARD HELD AT THE WOODEND COMMUNITY CENTRE, SCHOOL ROAD, WOODEND ON MONDAY 13 MAY 2024 AT 5.30PM.**

**PRESENT**

S Powell (Chairperson), B Cairns, I Fong, R Mather, P Redmond and A Thomspson (Left 6:31pm).

**IN ATTENDANCE**

K LaValley (General Manager Planning, Regulation and Environment), G Stephens (Design and Planning Team Leader), B Dollery (Ecologist – Biodiversity), J Mason (Greenspace Landscape Architect), K Rabe (Governance Advisor) and C Fowler-Jenkins (Governance Support Officer).

**1 APOLOGIES**

Moved: S Powell                      Seconded: P Redmond

**THAT** an apology for absence be received and sustained from M Paterson and for early departure from A Thompson who left the meeting at 6:31pm.

**CARRIED**

**2 CONFLICTS OF INTEREST**

Item 6.6 – P Redmond and B Cairns declared a conflict of interest as they were Councillors who would be considering the Waimakariri District Council submission.

**3 CONFIRMATION MINUTES**

**3.1 Minutes of the Woodend-Sefton Community Board Meeting – 9 April 2024**

Moved: R Mather                      Seconded: B Cairns

**THAT** the Woodend-Sefton Community Board:

- (a) **Confirms** the Minutes of the Woodend-Sefton Community Board Meeting held on 9 April 2024.

**CARRIED**

**3.2 Matters Arising**

There were no matters arising.

**4 DEPUTATIONS AND PRESENTATIONS FROM THE COMMUNITY**

Nil.

**5 ADJOURNED BUSINESS**

Nil.

## 6 REPORTS

*Item 6.2 was considered first; however, the Minutes follow the order of the agenda.*

### 6.1 Road Naming – Parsonage Road Limited – S Morrow (Rates Officer – Property Specialist)

K Rabe took the report as read.

There were no questions from members.

Moved: R Mather

Seconded: B Cairns

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** Report No. 240502069851.
- (b) **Approves** the following proposed road names for the new roads 1 and 2 as shown on the attached plan (Trim 240501069065).
  - 1. Clarke Road
  - 2. Peach Lane
- (c) **Notes:** That the Community Board may replace any proposed name with a name of its choice.

**CARRIED**

R Mather commented that it was good that the background history of the names had been included and she could not see any reason to reject the names.

### 6.2 Waikuku Beach Pond – B Dollery (Ecologist - Biodiversity)

B Dollery spoke to the report noting that it had been brought to her attention that the Waikuku Beach Pond needed maintenance. She and M Kwant did an assessment of the pond. It was quite obvious that there had been a lot of grey willow encroachment around the whole of the pond and there were also noxious weeds on the banks of the pond. Staff had reviewed the maintenance contract and noted that the weeds could be dealt with by using the Greenspace Maintenance Contract. Staff would do some infill planting to try to mitigate the weeds coming back using the budget already allocated to the pond work.

R Mather asked why the Board's General Landscaping Budget was being used for maintenance. B Dollery explained that the area around the pond needed to be maintained however to ensure that the weeds did not come back it would be beneficial to plant some native species. The maintenance cost was coming out of the Greenspace Maintenance Budget while the planting would come out of the Board's Landscape Budget.

R Mather noted in the costing there was \$1,800 to pay for a Waimakariri District Council Ranger. She was curious as to why the Board was paying for this. B Dollery explained that the ranger was outsourced. The weed removal would be covered under the maintenance contract.

R Mather noted that there was a new fence in the area. She asked if that would be worked around. B Dollery noted that it would be worked around.

In response to a question from P Redmond, B Dollery explained that Council staff were proposing to remove the weeds in a staged approach so it would not hopefully be a dramatic impact. Infill planting would also help to mitigate gaps.

B Cairns noted that Council staff were looking at removing the willow over a staged process. In the site details Council staff had noted the bird life and that it was at risk as they nested in the willow trees that were proposed to be removed. He asked if this would

have an impact of the bird life. B Dollery explained that the willow that was getting removed was the grey willow, a lot of which were quite young. The big willow trees, and the macrocarpa would be remaining. The impact to bird life would be minimal due to the staged approach.

Moved: S Powell

Seconded: I Fong

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** Report No. RES-35-02 / 240430067679.
- (b) **Notes** that there is \$4,000 budget available to the Woodend Sefton Community Board to use for community projects.
- (c) **Approves** the recommendation of applying a staged approach to grey willow clearance over a period of three years using the Greenspace maintenance budget.
- (d) **Approves** the recommendation of using Greenspace rangers to undertake infill planting, preparation and maintenance (removing the most noxious weeds) in the 2025 autumn planting season using \$3,000 of the available funding.
- (e) **Notes** that further maintenance for the pond will be undertaken each year as part of the Greenspace maintenance budget.
- (f) **Recommends** external funding was sought from the Water Zone Committee or other sources in the in the 2024/25 financial year following public consultation.

**CARRIED**

P Redmond commented that it was useful to take a staged approach. He thanked staff for a comprehensive report. His only reservation was the proximity of the paddling pool and what steps could be taken to mitigate the risk.

R Mather supported the motion. She noted that the toddlers pool was fully fenced so there was an initial layer of protection.

S Powell thanked Council staff for the report.

### 6.3 **Woodend-Sefton General Landscaping Budget – J Mason (Greenspace Landscape Architect) and G Stephens (Design and Planning Team Leader)**

J Mason took the report as read highlighting the proposed projects.

R Mather asked what happened when the gate was locked to the carpark. G Stephens noted that people would still have walking access.

R Mather asked in item 4.31 the 'barked fence run' should be considered general maintenance. She queried who paid for the Rangiora and Kaiapoi dogs parks. G Stephens explained that the Rangiora Dog Park had been a mixture. A lot of the work that had been done at Rangiora since it was created which had been funded through community groups and led by the Friends of the Rangiora Dog Park Group. Currently the sand along the fence line at the Gladstone Dog Park was a maintenance issue in that the sand was getting kicked around and grass would not grow there.

R Mather noted that staff were proposing that one shelter be prioritised and that it would be located in the large dog area as the small dog area already had natural shelter. From her observation she noted that more often than not there was a congregation of people standing in the small dog area. She wondered if the shelter would be more suited to the small dog area.



P Redmond asked if staff had considered a wind break rather than a shelter. J Mason noted that staff had started looking at shelters because that was what had been installed in other dog parks. G Stephens noted that the hope was that utilising community groups for the installation there would be enough budget to install some wind screening in the form of planting.

P Redmond asked how the design of the shelter fit with amenity values. G Stephens noted in terms of amenity people had their own particular style so it depending on your personal opinion.

P Redmond asked about the benches on Bob Robertson Drive and if this was a bus route and was told that it was not.

A Thompson would like to know from the users of the dog park what they wanted and reminded the Board had a deputation who had been keen to be involved in the shelter. He asked if staff had reached contacted her. S Powell noted that the lady in question no longer wanted to be involved.

B Cairns asked if staff would agree that it would be an idea to consult the community with regard to what was proposed at the Gladstone Dog Park. G Stephens agreed that staff could do that.

S Powell asked what the forecast life of the suggested shelter was. G Stephens noted that he would need to check with the manufacturer.

S Powell asked what the proposed digging pits would be filled with. J Mason noted that they would be big sand pits and would be bordered and framed.

B Cairns asked if the Board lost the budget if it was not spent this financial year. G Stephens noted that they did not if they requested it to be carried over.

*It was agreed that the Board meeting should be adjourned at 6:15pm to enable the Board to have a workshop regarding Item 6.3.*

Moved: S Powell

Seconded: P Redmond

**THAT** the Woodend-Sefton Community Board:

- (a) **Agrees** to adjourn the Board meeting to enable the Board to hold a workshop on Item 6.3.

**CARRIED**

Moved: S Powell

Seconded: A Thompson

**THAT** the Woodend-Sefton Community Board:

- (a) **Agrees** that the Board meeting be reconvened.

**CARRIED**

*The Board meeting reconvened at 6:29pm.*

Moved: A Thompspon

Seconded: I Fong

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** Report No. 240502069763.
- (b) **Approves** the allocation of \$3,000 towards making an accessible pathway at the western main entrance to the dog park from Hakatere Road to be completed within the financial year.
- (c) **Approves** the allocation of \$7,400 towards two bench seats to be located along Bob Robertson Drive in Ravenswood, with at least one in the area between the new Freedom Village development and the shopping precinct.
- (d) **Approves** the allocation of \$3,200 towards trees and tree guards to be planted in the Gladstone Dog Park to provide shade and shelter in the future.
- (e) **Approves** any remaining funds from the 2023/24 budget to be allocated as a contingency budget and if not used to be carried out over for future allocations in the 2024/25 Landscaping budget.
- (f) **Requests** staff to investigate whether the barked fence run could be funded from the Greenspace maintenance budget.
- (g) **Requests** staff to consult with dog owners who use the dog park on the proposed Future Development Master Plan for the Gladstone Dog Park (Trim Ref: 240424065487) and specifically if a shelter/windbreak is required and if so the preferred location for said shelter/windbreak.

**CARRIED**

R Mather commented that it was a good report and good discussion.

S Powell commented that it was time to progress something with the Gladstone Dog Park.

6.4 **Woodend-Sefton Community Board Members' Attendance of the New 2024 Zealand Community Boards' Conference – T Kunkel (Governance Team Leader)**

K Rabe spoke to the report noting it was looking for a maximum of two members to attend the conference and it was suggested it would be beneficial if a new member was nominated.

R Mather noted that she did not attend the conference in 2019 as stated in the report.

Moved: R Mather

Seconded: B Cairns

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240422063245.
- (b) **Approves** that Board members I Fong and M Paterson, subject to his agreement, to represent the Board at the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.
- (c) **Notes** that the attendees will be required to submit a report sharing ideas/knowledge gained at the Conference with the other members of the Board at the October 2024 meeting.
- (d) **Notes** that the total cost for each attendee will be approximately \$1,965 (excluding GST), funded from the Board's Training Budget.

**CARRIED**

B Cairns commented that the conference was a good opportunity for networking.

6.5 **Application to the Woodend-Sefton Community Board's 2023/24 Discretionary Grant Fund – K Rabe (Governance Advisor)**

K Rabe spoke to the report noting that the flower show had put in an application, however given the Boards concern that they would not be insufficient funds for the remainder of the financial year she had contacted the applicant, and they were happy to hold the application until July 2024. She noted that there would be some funding returned from the Access Group as they did not spend all its allocation. Also \$500 was to be returned given that the allocated funds were spent on different equipment than was applied for resulting the requirement for the funds to be returned.

Moved: B Cairns

Seconded: P Redmond

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240405053238.
- (b) **Approves** a grant of \$500 to the Pegasus Residents' Group towards the hosting of a Matariki community event.

**CARRIED**

B Cairns noted that the Pegasus Residents Group held good community events and this was a worthy cause.

P Redmond endorsed B Cairns comments.

S Powell commented that she would like to see more information included in the application and requested staff to include the request when informing the Group on the result of its application.

*P Redmond and B Cairns stood back from the table.*

6.6 **Ratification of the Woodend-Sefton Community Board's submission to the Waimakariri District Council and Environmental Canterbury's draft 2024-2034 Long Term Plans – K Rabe (Governance Advisor)**

Moved: R Mather

Seconded: I Fong

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240409054914.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council's draft 2024-2034 Long Term Plan (Trim Ref: 240229031400).
- (c) **Retrospectively ratifies** its submission to Environmental Canterbury's draft 2024-2034 Long Term Plan (Trim Ref: 240409054967).

**CARRIED**

R Mather commented that was good team work on the development of the submissions. The hearings went well.

*P Redmond and B Cairns returned to the table.*

**7 CORRESPONDENCE**

Nil.

## 8 **CHAIRPERSON'S REPORT**

### 8.1 **Chairperson's Report for April 2024**

- The Community Hungi and Cultural Day was a fantastic event. She thanked M Paterson for his organisation of a very successful event.

Moved: S Powell

Seconded: R Mather

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** the report from the Woodend-Sefton Community Board Chairperson (TRIM: 240506071005).

**CARRIED**

## 9 **MATTERS FOR INFORMATION**

- 9.1. Rangiora-Ashley Community Board Meeting Minutes 13 March 2024.
- 9.2. Kaiapoi-Tuahiwi Community Board Meeting Minutes 18 March 2024.
- 9.3. Oxford-Ohoka Community Board Meeting Minutes 3 April 2024.
- 9.4. Rangiora-Ashley Community Board Meeting Minutes 10 April 2024.
- 9.5. Kaiapoi-Tuahiwi Community Board Meeting Minutes 15 April 2024.
- 9.6. Adoption of Waste Assessment 2023 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 9.7. ANZAC Day Services 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 9.8. Health, Safety and Wellbeing Report March 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 9.9. E-Scooter Permit Renewal Due 1 May 2024 – Report to Council Meeting 2 April 2024 – Circulates to the Woodend-Sefton, Rangiora-Ashley and Kaiapoi-Tuahiwi Community Boards.
- 9.10. July 2023 Flood Recovery Update – Report to Utilities and Roding Committee 16 April 2024 – Circulates to all Boards.
- 9.11. 3 Waters Climate Change Risk Assessment – Report to Utilities and Roding Committee Meeting 16 April 2024 – Circulates to all Boards.

### **Public Excluded**

- 9.12. Proposed Sale 21 and 61 Ohoka Road, Kaiapoi – Report to Council Meeting 2 April 2024 – Circulates to all Boards.

Moved: R Mather

Seconded: I Thompson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** the information in Items 9.1 to 9.11.
- (b) **Receives** the separately circulated public excluded information in items 9.12.

**CARRIED**

## 10 **MEMBERS' INFORMATION EXCHANGE**

### **B Cairns**

- Waimakariri Arts Strategy Launch.
- Kaiapoi High School had started up their leadership programme which was three times a week.
- Woodend Pegasus Lions had approached Food Secure North Canterbury with the aim of providing land to grow food on which would then be provided to Satisfy Food Rescue.

S Powell asked about on the status of the review on the Town Centre flags. B Cairns explained this was a result of a request to visit Oxford. Oxford paid for their own flags. Kaiapoi and Rangiora had flags as well as Pines Beach. However, Woodend, Pegasus, and Ravenswood had no flags. It was to review without tampering with budget to assess if there was a need to have town center flags.

B Cairns thanked R Mather for her work with the Waiora Links Community Trust as a result of her intention to step down from her role.

### **P Redmond**

Noted that he had Covid for two weeks. He missed out on the ANZAC Day Services and a funeral. He attended the Long Term Plan hearings remotely.

## 11 **CONSULTATION PROJECTS**

Nil.

## 12 **BOARD FUNDING UPDATE**

### 12.1 **Board Discretionary Grant**

Balance as at 31 March 2024: \$881.16.

### 12.2 **General Landscaping Fund**

Balance as at 31 March 2024: \$13,680.

The Board noted the funding update.

## 13 **MEDIA ITEMS**

Nil.

## 14 **QUESTIONS UNDER STANDING ORDERS**

Nil.

## 15 **URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

Nil.

### **NEXT MEETING**

The next meeting of the Woodend-Sefton Community Board is scheduled for 5.30pm, Monday 10 June 2024 at the Woodend Community Centre, School Road, Woodend.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6:57PM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

**Workshop (6:57pm to 7:05pm)**

- *Community Service Awards Nominations*
- *Members Forum*

**MINUTES FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI, ON MONDAY, 20 MAY 2024, AT 4PM.**

**PRESENT**

J Watson (Chairperson), S Stewart (Deputy Chairperson), T Bartle, T Blair and R Keetley.

**IN ATTENDANCE**

B Cairns and P Redmond (Kaiapoi-Woodend Ward Councillors).

C Brown (General Manager Community and Recreation), J McBride (Roeading and Transport Manager), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

There were two members of the public present.

**1 APOLOGIES**

Moved: J Watson

Seconded: T Bartle

**THAT** apologies for absence be received and sustained from N Atkinson and A Blackie.

**CARRIED**

**2 CONFLICTS OF INTEREST**

T Blair declared a conflict of interest for item 5.1 – ‘*Applications to the Kaiapoi-Tuahwi Community Board’s 2023/24 Discretionary Grant Fund*’ relating to the Darnley Club as she is the Board representative for this Group.

P Redmond and B Cairns declared an interest in item 6.3 – ‘*Ratification of the Kaiapoi-Tuahwi Community Board’s submission to the Waimakariri District Council and Environmental Canterbury’s draft 2024-2034 Long Term Plans*’ relating to the Waimakariri District Council as they would be considering the submission during the Council deliberations.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of the Kaiapoi-Tuahwi Community Board – 15 April 2024**

Moved: J Watson

Seconded: R Keetley

**THAT** the Kaiapoi-Tuahwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahwi Community Board meeting, held 15 April 2024, as a true and accurate record.

**CARRIED**

**3.2 Matters Arising (From Minutes)**

There were no matters arising from the minutes.



#### 4 **DEPUTATIONS AND PRESENTATIONS**

##### 4.1 **Margot Korhonen – Building Communities**

M Korhonen introduced herself and highlighted she was an artist who was passionate about community. She had written a guide on how to plan community events from beginning to end. She believed it was a good resource for those with ideas but no knowledge on where to begin. M Korhonen was also interested in holding workshops with groups to help them run a successful community event. Her motto was 'help more people help more people'. The resources in the book were also available for free on her website. Her goal was to have her book in all libraries and schools.

J Watson asked if she had been in contact with the Council's Community Team. M Korhonen responded she had spoken with T Sturley and was hoping to set up a further meeting.

P Redmond questioned if she had any contact with Local Government New Zealand regarding speaking at one of their workshops. M Korhonen noted she had not however would be very interested.

Following a question from T Bartle, M Korhonen stated the book cost \$38.

B Cairns wondered if any of the Waimakariri libraries had purchased a copy of the book. M Korhonen was unsure however would make inquiries.

B Cairns then asked if there were any success stories of people who had used the book. M Korhonen answered while still writing the book the Chair of the Waimakariri Arts Society Julie Hassel, had used the book and by the time it was officially published had achieved many of her goals.

#### 5 **ADJOURNED BUSINESS**

##### 5.1 **Application to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund – K Rabe (Governance Advisor)**

J Watson noted there was a total mobility scheme where card holders could get 75% off taxi services.

B Cairns questioned if the person needing the service would be able to afford the 75% subsidised taxi. K Rabe noted the Darnley Club or the user would have to find other means of covering the remaining cost.

Moved: J Watson

Seconded: S Stewart

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240422063140.
- (b) **Declines** the application from The Darnley Club.

**CARRIED**

T Blair sat back from the table/

S Stewart agreed there were other avenues to investigate and felt that if this application was approved it would set a precedent for future applications.

P Redmond supported the motion as the application did not meet the criteria and the Board did not currently have the funds available.

S Stewart asked if there had been further discussion at the Darnley Club regarding this topic. T Blair noted the person was not able to catch a bus and they were looking at other options for transport.

## 6 REPORTS

### 6.1 Proposed School Bus Stop facility at Te Kura o Tuahiwi, Tuahiwi School – P Daly (Road Safety Coordinator/Journey Planner) and J McBride (Roading and Transport Manager)

J McBride spoke to the report highlighting that the school had introduced two new school bus services which had proved very successful. Staff had visited the school during drop-off and 65 children were utilising the bus service. The proposal was to have a bus stop that was only active from 8-9am and 2.30-3.30pm and could be used as general parking during other times.

P Redmond questioned who paid for the permanent bus stop. J McBride stated, in this scenario, the bus stop would be paid for by the Council and would cost \$750. Getting 65 children on school buses rather than in private cars would assist with mitigating the deterioration of roads.

T Bartle asked if it was normal for the Council to cover the cost of bus stops. J McBride noted when the bus stop was located in road reserve it would be paid by Council.

T Bartle further asked how the temporary bus stop currently in place would differ from what was proposed. J McBride informed the Board the temporary bus stop was currently road cones to deter parents from parking in the designated area. The permanent bus stop would include no-stopping signs and yellow lines.

B Cairns sought clarity on what the cost of traffic management to install the signage and yellow lines would be. J McBride noted the traffic management cost would be included in the \$750.

Moved: S Stewart

Seconded: T Bartle

**THAT** the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 240321044984.

**AND**

**THAT** the Kaiapoi-Tuahiwi Community Board recommends:

**THAT** the District Planning and Regulatory Committee:

(b) **Approves** the establishment of a school bus stop and associated parking restrictions as proposed by the Te Kura o Tuahiwi, Tuahiwi School, in the location shown in Figures one and two, and as noted in the schedule below.

Schedule:

Item	Town	Street	Location	Side of Street	Restriction	Qualifying Remarks	Comments for consideration
One	Tuahiwi	Tuahiwi Rd	Outside Tuahiwi School	East	Bus Stop	8-9am, 2:30-3:30pm School Days	Requested by the school staff.

**CARRIED**

S Stewart was glad to see 65 children using the bus services as it was good for the environment and safety. T Bartle concurred.

6.2 **Williams Street Bus Stop Safety Improvements – P Daly (Road Safety Coordinator/Journey Planner) and J McBride (Riding and Transport Manager)**

J McBride noted this proposed bus stop improvement would result in the loss of one car park on Williams Street. Concerns were raised by metro bus as some busses were having to stop over the access to the car park of the Paper Plus/Post shop. This also made it more difficult for people with mobility issues to enter and exit the bus when the doors opened over the cut down of the driveway. Both options investigated by staff would result in the loss of one car park. Staff had spoken to the optometrist and hairdresser who both had no objections to the removal of one car park outside their businesses.

J Watson felt it was dangerous to have bus stop in such close proximity to the car park entrance and roundabout. She asked if there had been consideration to move the entry to the carpark. J McBride stated there had not been and she also believed the fence surrounding the carpark was registered as being a historic fence and therefore could not be changed.

S Stewart questioned if there were any records of cars being hit by buses while parked in the on-street carpark. J McBride noted it was not something staff had investigated however they would normally receive feedback from metro if there had been an incident. Normally the buses would pull forward further rather than try manoeuvre into the stop.

P Redmond noted it was a busy area and if that had been considered in the recommendation. J McBride confirmed it had been considered in the recommendation. Installing the section of no-stopping would allow the bus to stop within its designated area resulting in no blockage of the entrance to the carpark. The proposal should allow the bus stop to work in its current location more effectively.

T Bartle asked if there were any other bus stops in the district that were having similar issues. J McBride stated staff were only aware of one other bus stop in Rangiora with the same problem.

J Watson sought clarity on what the outcome of the parking survey was. J McBride clarified there was capacity in the area for on street parking as the average occupancy in the area was 20-49%.

Moved: J Watson

Seconded: S Stewart

**THAT** the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 240322045655.

**AND**

**THAT** the Kaiapoi-Tuahiwi Community Board recommends:

**THAT** the District Planning and Regulation Committee:

- (b) **Approves** the reduction of the P120 parking area adjacent the Williams Street bus stop by 7.8 metres outside no. 190 Williams Street.
- (c) **Approves** the installation of 7.8m of no stopping lines prior to the bus stop, in compliance with the proposal at Figure 4 in this report.
- (d) **Notes** that the Schedule of Parking Restrictions will be updated if the subject of this report is approved.

**CARRIED**

J Watson did not feel the reduction of one car park would have a negative effect.

S Stewart agreed with J Watson and noted there were plenty of other options for parking in the area.

6.3 **Ratification of the Kaiapoi-Tuahiwi Community Board's submission to the Waimakariri District Council and Environmental Canterbury's draft 2024-2034 Long Term Plans – K Rabe (Governance Advisor)**

Moved: J Watson

Seconded: R Keetley

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240409054935.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council's draft 2024-2034 Long Term Plan (Trim Ref: 240403050934).
- (c) **Retrospectively ratifies** its submission to Environmental Canterbury's draft 2024-2034 Long Term Plan (Trim Ref: 240404051944).
- (d) **Notes** that the Chairperson will speak to both submissions at the respective Council hearings.

**CARRIED**

T Bartle against recommendation (b)

B Cairns and P Redmund sat back from the table/

6.4 **Kaiapoi-Tuahiwi Community Board Members' Attendance of the New 2024 Zealand Community Boards' Conference – T Kunkel (Governance Team Leader)**

K Rabe noted the three other Community Boards were all sending two people each however there was no compulsion to send a representative to the conference.

Moved: R Keetley

Seconded: T Bartle

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240422063279.
- (b) **Notes** that the Board declined to send a representative to the 2024 New Zealand Community Boards' Conference to be held at the Takina Convention and Exhibition Centre in Wellington from 21 to 23 August 2024.

**CARRIED**

R Keetley felt it was a large amount of money to attend a conference when times were proving to be difficult for many people.

T Bartle concurred with R Keetley and stated he had been outspoken in his condemnation of Local Government New Zealand and therefore could not, in good conscious, attend the conference.

## 7 **CORRESPONDENCE**

7.1 **Letter to B Cairns regarding New Road Name Request**

7.2 **Tabled Letter from J Miles regarding Fencing at Kaiapoi North School**

Moved: J Watson

Seconded: R Keetley

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Notes** the letter to B Cairns regarding New Road Name Request (Trim: 240416059603).

- (b) **Receives** the letter from J Miles regarding fencing at Kaiapoi North School (Trim: 240516078218).

**CARRIED**

## **8 CHAIRPERSON'S REPORT**

### **8.1 Chairperson's Report for April 2024**

- Creative Communities Funding round – A good range of arts activities were successful including Kaiapoi Art Expo, Riversong, Blackwells Fire and Ice, Kaiapoi Community Garden at Kaiapoi Borough.
- Riversong was Sarah Broughton and Karl Horwarth's first Kaiapoi event and despite it being a cold evening was very successful with a good crowd.
- Laid a wreath on behalf of the Board at the Trousselot Park ANZAC Day Service.
- Waimakariri Arts Trust had a planning meeting for the 2024 Kaiapoi Art Expo. The Trust had been turned down by two major funders and therefore budget cuts would have to be made, possibly affecting the success and outcome of the iconic annual event.
- Presented the Boards submission to the Environment Canterbury Long Term Plan and the Waimakariri District Councils Long Term Plan.
- Attended the launch of the Arts Strategy and spoke about the last 50 years of arts in Waimakariri.
- Did an annual presentation to level one university political science students regarding local government in Kaiapoi. They would have to write an essay comparing Kaiapoi to New Brighton.
- Met with Mayor Gordon, Deputy Mayor Atkinson and Ann and Ray Harper regarding Harry Harpers bequest of approximately \$500,000 to the Council to be spent within a 7km radius of the Charles Street Roundabout.

Moved: J Watson

Seconded: T Bartle

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the verbal report from the Kaiapoi-Tuahiwi Community Board Chairperson.

**CARRIED**

## **9 MATTERS REFERRED FOR INFORMATION**

- 9.1 Rangiora-Ashley Community Board Meeting Minutes 13 March 2024.
- 9.2 Oxford-Ohoka Community Board Meeting Minutes 3 April 2024.
- 9.3 Woodend-Sefton Community Board Meeting Minutes 9 April 2024.
- 9.4 Rangiora-Ashley Community Board Meeting Minutes 10 April 2024.
- 9.5 Kaiapoi Night Market proposal – Report to Council Meeting 2 April 2024 – Circulates to the Kaiapoi-Tuahiwi Community Board.
- 9.6 Adoption of Waste Assessment 2023 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 9.7 ANZAC Day Services 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.
- 9.8 Health, Safety and Wellbeing Report March 2024 – Report to Council Meeting 2 April 2024 – Circulates to all Boards.

- 9.9 E-Scooter Permit Renewal Due 1 May 2024 – Report to Council Meeting 2 April 2024 – Circulates to the Woodend-Sefton, Rangiora-Ashley and Kaiapoi-Tuahiwi Community Boards.
- 9.10 July 2023 Flood Recovery Update – Report to Utilities and Roading Committee 16 April 2024 – Circulates to all Boards.
- 9.11 3 Waters Climate Change Risk Assessment – Report to Utilities and Roading Committee Meeting 16 April 2024 – Circulates to all Boards.

Public Excluded

- 9.12 Proposed Sale 21 and 61 Ohoka Road, Kaiapoi – Report to Council Meeting 2 April 2024 – Circulates to all Boards.

Moved: J Watson

Seconded: R Keetley

**THAT** the Kaiapoi-Tuahiwi Community Board

- (a) Receives the information in Items 9.1 to 9.11.
- (b) Receives the separately circulated public excluded information in item 9.12.

**CARRIED**

**10 MEMBERS' INFORMATION EXCHANGE**

**R Keetley**

- Attended ANZAC services in Kaiapoi.
- Attended Museum monthly meeting. The Annual General Meeting would be held on Saturday 25 May 2024 at 10am.
- Attended the Riversong event.

**S Stewart**

- Presented her personal Long Term Plan submission to Waimakariri District Council which supported the Biodiversity Trust submission.
- The Greypower Chair had stepped down from her national role which would allow her to concentrate on the local chapter with assistance with Annual Plans and Long Term Plan submissions in the future.
- Kaiapoi Promotions Association did not meet due to not having a quorum.
- Nicky Oulds started the North Kaiapoi restoration program some years ago and had now received money from the Waimakariri Water Zone Committee for poio wetland to go towards further fencing. This was a very large project.
- Nitrate testing done by Greenpeace. Maximum nitrate level under the water regulation was 11.3mg and some local wells had 20mg. This meant the water was not drinkable and was a large health issue for the district.

T Bartle asked how many samples failed the testing. S Stewart noted she was unsure however in previous years over 400 people had tested their water supplies and 40-50 were in region of 20mg.

**B Cairns**

- Attended Opening of Mandy Palmer Art Exhibition at Art on the Quay.
- Kaiapoi High School had restarted their "Cactus" leadership programme.
- Attended the Clarkville School White Elephant event.

- Attended Kaiapoi Promotions Association monthly meeting – had plans to run a couple of new smaller events in Kaiapoi, some involving businesses. They were also considering alternative locations for the Christmas Carnival due to issues with the land.
- Met with the Civil Defence Team to discuss their presentation to the June All Boards Session that would involve North Canterbury Neighbourhood Support.
- Attended Police Constable Tony Maws farewell function. T Maws had supported North Canterbury Neighbourhood Support for many years.
- Attended Belinda Topp's Ideal event in Victoria Park.
- Met with Karl and Sarah who had taken over All Together Kaiapoi events. They had a wealth of event experience and were going to build iconic events for Kaiapoi.
- Attended a local event to view the My Kitchen Rules TV programme. The show featured Kaiapoi and the district in a positive light.
- Attended Ronel's Cuppa. Mayor Gordon spoke about the Long Term Plan and Environment Canterbury's Long Term Plan.
- Attended Waimakariri Access Group meeting – mobility parking time limits, issues for some at Dudley Pool regarding changing and Bocca Court marking were all discussed.
- Multiple school and group visits to the Kaiapoi Food Forest. A large group came from Loburn School to learn and volunteer.
- Attended Long Term Plan drop-in sessions in Rangiora, Pegasus, Woodend and Kaiapoi. Feedback showed people liked the relaxed atmosphere and the ability to have questions answered.
- Helped plant trees at Huria Reserve in Kaiapoi.
- Attended Food Secure North Canterbury meeting – were looking for funding for edible trees and plants to help communities create pocket food forests.
- Attended 'Back to Basics' Day in Rangiora. Slightly less numbers than last year however those who attended stayed longer to learn more.
- Attended and spoke at the Grow your Garden for Birds event in Woodend. Was well attended and had lots of great interaction regarding plantings on public land of food forests.
- Attended Road Safety meeting – there had been no fatalities on local roads however there were five serious crashes. Work was being done on pedestrian crossings at both Kaiapoi High School and Kaiapoi North School. Twice as many speeding tickets were issued as well as larger numbers of drivers over the alcohol limit at midday. Police were also attending some road work sites to monitor drivers behaviours.
- Attended Riversong event in Kaiapoi. Had staff sort out trip hazards at the wharf prior to the event starting.
- Attended ANZAC services in Woodend, Pegasus and two in Kaiapoi.
- Attended Kaiapoi Museum monthly meeting – Annual General Meeting would be held on 25 May at 11am.
- Attended Youth Futures event at Mainpower Stadium.
- Visited Christchurch Community housing developments. Learnt about the designs, number of units and mix for things to work best.
- Chaired North Canterbury Neighbourhood Support Meeting – updated vision, values and strategy. Were applying for funding and made a submission to Long term Plan.
- Attended Woodend School Cultural Event. Was a large turnout for the Hangi and the student performances were impressive.
- Met with local Lions group that wanted to provide land to grow food for the community.



- Attended Nancy Holmes funeral – she was a real estate agent in the area for many years.
- Greenspace were to provide mulch and edging for the Woodend/Pegasus food forest.
- NZTA were 60% through the process of purchasing properties for the Woodend Bypass.
- Passed on a video and comments regarding drain clearing on Giles Road.
- Farmers market on Charles Street were at stage where looking to donate to community projects.

#### **P Redmond**

- Attended Long Term Plan drop-in sessions at Woodend, Pegasus (Ronel's Cuppa) and Kaiapoi.
- Pegasus Bay Bylaw Hearing – received good submissions and the Bylaw was now out for consultation.
- Attended Royal Commonwealth Society's Annual General Meeting.
- Chaired Waimakariri District Road Safety Working Group – local road deaths were down.
- Attended Local Government New Zealand Zoom.
- Property Portfolio Site Visit to Christchurch to view elderly and social housing.
- Attended LTP hearing sessions remotely.
- Coastguard North Canterbury had blessing and launch of new swift water vessel and four-wheel drive command vehicle. First of kind in New Zealand. Their motto was now 'Saving Lives on Water'.

#### **T Blair**

- Attended Riversong event.
- Attended the monthly Darnley Club meeting – they were waiting on consent for a garage.

#### **T Bartle**

- Attended Riversong event.
- Attended Long Term Plan hearing and Council meeting held in Kaiapoi.
- North Canterbury Neighbourhood Support meeting. Received police check back after a six month wait as they were very backed up.
- ANZAC Day services, attended Sefton service as well as the two Kaiapoi services.
- Community Networking Forum. Operating in small bubbles and needed to connect more between groups.

## **11 CONSULTATION PROJECTS**

### **11.1 Beach Volleyball Court at Waikuku Beach**

Consultation closes Monday 27 May 2024.

<https://letstalk.waimakariri.govt.nz/beach-volleyball-court-at-waikuku-beach>

**12 BOARD FUNDING UPDATE****12.1 Board Discretionary Grant**

Balance as at 30 April 2024: \$726.73.

**12.2 General Landscaping Budget**

Balance as at 30 April 2024: \$26,790.

**13 MEDIA ITEMS**

Nil.

**14 QUESTIONS UNDER STANDING ORDERS**

Nil.

**15 URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

Nil.

**NEXT MEETING**

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 17 June 2024 at 4pm.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 5.09PM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

**Workshop**

(5.09pm TO 5.39pm)

- *Charles Street Roundabout – Joanne McBride (Roading and Transport Manager) – 15 minutes*
- *Nominations for Community Service Awards – 15 minutes*
- *Members Forum*