



**WAIMAKARIRI**  
DISTRICT COUNCIL

# Council

## Agenda

**Tuesday 2 August 2022**

**1pm**

*Council Chamber  
215 High Street  
Rangiora*

*Members:*

Mayor Dan Gordon (Chair)

Cr Neville Atkinson

Cr Kirstyn Barnett

Cr Al Blackie

Cr Robbie Brine

Cr Wendy Doody

Cr Niki Mealings

Cr Philip Redmond

Cr Sandra Stewart

Cr Joan Ward

Cr Paul Williams

## Waimakariri District Council

### Register of Interests – as at 2 August 2022 - Mayor and Councillors

Elected Member	Date of Update from Member	Member Declared Interest (Business/Patron/Club/Partnership)	Council Appointments	Spouse/Partner Declared Interest	OAG approval status
Mayor Dan Gordon	29 November 2021	Member – Rotary Club of Rangiora Committee Member – Waimakariri Community Arts Council Committee Member – Friends of Rangiora Town Hall Member – Waimakariri Arts Trust Member - Rangiora Museum Patron – North Canterbury Musicals	Deputy Chair Waitaha Primary Health Organisation Trustee – Enterprise North Canterbury	Nil.	n/a
Councillor Neville Atkinson	4 December 2020	Kaiapoi Community Care and Employment Trust (KCC&ET)(Tag Busters) Kaiapoi Railway Station Trust (Chair)		Nil.	Approved (KCC&ET) June 2020
Councillor Kirstyn Barnett	17 November 2020	2 <sup>nd</sup> Vice President Rangiora Lions Club	Member Cust Community Centre Advisory Group	Nil.	n/a

<b>Elected Member</b>	<b>Date of Update from Member</b>	<b>Member Declared Interest (Business/Patron/Club/Partnership)</b>	<b>Council Appointments</b>	<b>Spouse/Partner Declared Interest</b>	<b>OAG approval status</b>
Councillor Alistair Blackie	4 December 2020	Nothing to declare	Trustee – Te Kohaka O Tuhaitara Trust  Waimakariri Art Collection Trust  Trustee - Waimakariri Public Arts Trust	Nil.	n/a
Councillor Robbie Brine	4 December 2020	Serving NZ Police Officer	Canterbury Regional Landfill Joint Committee	Nil.	n/a
Councillor Wendy Doody	4 December 2020	Nothing to declare	Trustee - North Canterbury Sport and Recreation Trust	Nil.	n/a
Councillor Niki Mealings	4 December 2020	Nothing to declare		Nil.	n/a
Councillor Philip Redmond	4 December 2020	Rotary Club of Rangiora including Charitable Trust  Patron of Coastguard North Canterbury and Life Member  Kaiapoi Promotions Assoc Life Member  Trustee Kaiapoi Maritime Heritage Trust  Trustee Big Brothers Big Sisters of North Canterbury	Trustee - North Canterbury Sport & Recreation Trust  Waimakariri Health Advisory Group	Nil.	n/a

<b>Elected Member</b>	<b>Date of Update from Member</b>	<b>Member Declared Interest (Business/Patron/Club/Partnership)</b>	<b>Council Appointments</b>	<b>Spouse/Partner Declared Interest</b>	<b>OAG approval status</b>
Councillor Sandra Stewart	4 December 2020	Self-employed journalist, owner four hectare property Springbank (near Cust)		Nil.	n/a
Councillor Joan Ward	4 December 2020	Nothing to declare	Canterbury Museum Trust Board Standing Committee	Nil.	n/a
Councillor Paul Williams	4 December 2020	Nothing to declare		Nil.	n/a

*This document was last reviewed at the Council meeting of 5 July 2022.*

This document supersedes the previous documents Trim 211129190322 7 December 2021, Trim 201204165141 4 December 2020, Trim 201120156893 Dated 19 November 2020, 191024149079 Dated 3 December 2019, 190624088464 Dated June 2019, Trim 190311031245 Dated 11 March 2019 and Trim 181205143166 Dated 5 December 2018.



The Mayor and Councillors

**WAIMAKARIRI DISTRICT COUNCIL**

A meeting of the **WAIMAKARIRI DISTRICT COUNCIL** will be held in **THE COUNCIL CHAMBER, RANGIORA SERVICE CENTRE, 215 HIGH STREET, RANGIORA**, on **TUESDAY 2 AUGUST 2022** commencing at **1pm**.

Sarah Nichols  
GOVERNANCE MANAGER

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

**BUSINESS**

**Copy of Members Register of Interest attached**

*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 5 July 2022**

13 - 24

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated minutes of an meeting of the Waimakariri District Council meeting held on 5 July 2022.

4.2. **Minutes of an Extraordinary meeting of the Waimakariri District Council meeting held on 12 July 2022**

25 - 29

*RECOMMENDATION*

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated minutes of an extraordinary meeting of the Waimakariri District Council held on 12 July 2022.

**MATTERS ARISING (FROM MINUTES)**

**PUBLIC EXCLUDED MINUTES** (*Refer to public excluded agenda*)

4.3. Minutes of the public excluded portion of a meeting of the Waimakariri District Council held on 5 July 2022

4.4. Minutes of the public excluded portion of an extraordinary meeting of the Waimakariri District Council held on 12 July 2022

5. **DEPUTATIONS AND PRESENTATIONS**

6. **ADJOURNED BUSINESS**

*Item 6.1 was adjourned from the Council meeting of 5 July 2022. Supplementary information is provided in Memo No 220726126335 relating to this report.*

6.1. **Facilities and Consents Fees Waiver Subcommittee – S Markham (Manager Strategic Projects)**

30 - 37

RECOMMENDATION

**THAT** the Council

- (a) **Receives** Memo No. 220726126335 and Report No. 220622106352
- (b) **Approves** the Terms of Reference of the Community Facilities Fee Exemption Sub Committee being modified to be the body that makes discretionary decisions in granting reductions in otherwise payable resource and building consent fees.
- (c) **Adopts** the Revised Terms of Reference Trim 220726126336.
- (d) **Reappoints** Councillors Doody, Redmond and Brine to the Subcommittee.

7. **REPORTS**

7.1. **Approval of the Council's Submission on Private Plan Change 31 (RCP031) – Rolleston Industrial Developments Limited – J Millward (Acting Chief Executive)**

38 - 40

RECOMMENDATION

**THAT** the Council

- (a) **Receives** report No 220722124742.
- (b) **Approves** the Council's submission (Trim 220725126308) to Private Plan Change 31 (RCP031). (*submission to be tabled at the meeting*)
- (c) **Authorises** the Mayor to make any minor amendments to the final submission, if required, prior to the lodgement of the submission to the Waimakariri District Council on Friday 5 August 2022.
- (d) **Notes** that the Council is to appoint independent commissioners under section 34a of the Resource Management Act 1991 to hear submissions and make the decision in relation to RCP031.

7.2. **Huria Reserve Heritage and Mahinga Kai Area – Lease Agreement for Establishment of co-governance arrangements – D Roxborough (Implementation Project Manager – District Regeneration)**

41 – 93

*RECOMMENDATION*

**THAT** the Council

- (a) **Receives** Report No. 220720123275.
- (b) **Approves** the terms of the Deed of Lease agreement for the Huria Reserve Heritage & Mahinga Kai reserve development as attached to this report.
- (c) **Delegates** to the Acting Chief Executive to enter into this lease agreement with Te Kōhaka o Tūhaitara Trust, subject to staff receiving approval from LINZ (as agents of the Crown who have an ongoing interest in the land) to enter into a lease agreement.
- (d) **Notes** that design, procurement and physical development works are already underway on the project, currently being led by WDC staff and funded directly by WDC in the absence of the completed formal lease agreement, utilising the existing capital project budgets (\$1.74m total multi-year budget).
- (e) **Notes** that a staged transfer of the forecast remaining Regeneration Activity budgets (multi-year of approx \$1.42m total remaining) for the Heritage & Mahinga Kai project to Te Kōhaka o Tūhaitara Trust will be made, for the purposes of implementation of the reserve development project and its initial operation; and this provision is included in the terms of the lease (subject to ongoing ratification of future years' spend in future Annual Plan processes).
- (f) **Approves** the transfer of up to **\$440,000** of existing Council project budget to the Trust for the 2022/23 year activity (final amount to be confirmed via the Trust Statement of Intent) for the second year of the programme physical works, noting that this comes from existing 22/23 project budget once forecast final carryovers and current WDC commitments are allowed for.
- (g) **Notes** that the Kaiapoi-Tuahiwi Community Board retain an interest in the reserve development and will be involved/consulted in key stakeholder design decision making by and through the WDC representative on the Joint Working Group.
- (h) **Notes** that whilst Council will retain ownership of the land, Te Kōhaka o Tūhaitara Trust will be responsible for implementation works, operational matters and associated costs, and will be submitting reports to Council on progress and seeking funding for ongoing operations costs beyond the project development phase.
- (i) **Circulates** this report to the Kaiapoi-Tuahiwi Community Board.
- (j) **Circulates** this report to the Mahi Tahi Joint Development committee.

7.3. **Declaration of land as Road Reserve, Link Strip at 22 Hewitts Road – J McSloy (Development Manager), D Young (Senior Engineering Advisor), R Hawthorne (Property Manager)**

94 - 100

*RECOMMENDATION*

**THAT** the Council

- (a) **Receives** Report No. 220719122802.
- (b) **Resolves** the land contained in Lot 18 DP 75996 be declared as road through the gazettal process set out in s114 Public Works Act 1981;
- (c) **Delegates** authority to the Property Manager to sign the consent required to progress the declaration under the Public Works Act;
- (d) **Acknowledges** costs are to be met by the property owner at 22 Hewitts Road as the declaration as road is for the sole benefit of that property owner;
- (e) **Acknowledges** The Property Group Limited will oversee the process on behalf of Council at the property owner's expense.

7.4. **Consultation: Conservation Reform Discussion Document & Exposure Drafts of Amendments to NPS Freshwater 2020 and NES Freshwater 2020 – L Murchison (Lead Advisor, Sustainable Development)**

101 - 137

*RECOMMENDATION*

**THAT** the Council

- (a) **Receives** Report No 220721124647;
- (b) **Circulates** the report and attached submissions to the community boards for their information.

7.5. **Procurement and Contract Management Policy Update – K LaValley (Project Delivery Manager) and J Millward (Acting Chief Executive)**

138 - 172

*RECOMMENDATION*

**THAT** the Council

- (a) **Receives** Report No. 220518080569.
- (b) **Approves** the Procurement and Contract Management Policy (220303030172).

8. **MATTERS REFERRED FROM COMMITTEES AND COMMUNITY BOARDS**

There were no matters referred from Committees or Community Boards.

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

### 9.1. **Health, Safety and Wellbeing Report July 2022– J Millward (Acting Chief Executive)**

173 - 184

#### *RECOMMENDATION*

**THAT** the Council:

- (a) **Receives** Report No 220725126310
- (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 information to Community Boards for their information.

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

### 10.1. Minutes of a meeting of the Utilities and Roading Committee of 21 June 2022

185 - 192

### 10.2. Minutes of a meeting of the Waimakariri-Passchendaele Advisory Group meeting of 4 July 2022

193 - 194

### 10.3. Minutes of a meeting of the Audit and Risk Committee meeting of 19 July 2022

195 - 202

#### *RECOMMENDATION*

**THAT** Items 10.1 – 10.3 be received information.

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

### 11.1. Minutes of the Kaiapoi-Tuahiwi Community Board meeting of 20 June 2022

203 - 214

### 11.2. Minutes of the Oxford-Ohoka Community Board meeting of 6 July 2022

215 - 224

### 11.3. Minutes of the Woodend-Sefton Community Board meeting of 11 July 2022

225 - 232

### 11.4. Minutes of the Kaiapoi-Tuahiwi Community Board meeting of 18 July 2022

233 - 241

#### *RECOMMENDATION*

**THAT** Items 11.1– 11.4 be received for information.

## 12. **REPORT FOR INFORMATION**

### 12.1. **May 2021, December 2021 and February 2022 Flood Events – Service Requests Update**

*(Refer to attached copy of report 220707115264 to the Utilities and Roading Committee meeting of 19 July 2022)*

242 - 250

#### *RECOMMENDATION*

**THAT** the Council:

- (a) **Receives** Item 12.1 for information.

**13. MAYOR'S DIARY****13.1 Mayor's Diary Wednesday 29 June – Tuesday 26 July 2022**

251 - 254

*RECOMMENDATION***THAT** the Council:

- (a)
- Receives**
- report No. 220728128380.

**14. COUNCIL PORTFOLIO UPDATES**

- 14.1. **Iwi Relationships** – Mayor Dan Gordon
- 14.2. **Greater Christchurch Partnership Update** – Mayor Dan Gordon
- 14.3. **Canterbury Water Management Strategy** – Councillor Sandra Stewart
- 14.4. **International Relationships** – Deputy Mayor Neville Atkinson
- 14.5. **Regeneration (Kaiapoi)** – Councillor Al Blackie
- 14.6. **Climate Change and Sustainability** – Councillor Niki Mealings
- 14.7. **Business, Promotion and Town Centres** – Councillor Joan Ward

**15. QUESTIONS***(under Standing Orders)***16. URGENT GENERAL BUSINESS***(under Standing Orders)***17. MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED***Section 48, Local Government Official Information and Meetings Act 1987.**RECOMMENDATION***THAT** the public be 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:

<b>Item No</b>	<b>Minutes/Report of</b>	<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Ground(s) under section 48(1) for the passing of this resolution</b>
17.1	Minutes of public excluded portion of Council meeting of 5 July 2022.	Confirmation of minutes	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.2	Minutes of public excluded portion of an extraordinary Council meeting of 12 July 2022.	Confirmation of minutes	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.3	Minutes of public excluded portion of the Audit and Risk	Receipt of minutes for information	Good reason to withhold exists under Section 7	Section 48(1)(a)

	Committee meeting of 19 July 2022			
<b>ADJOURNED BUSINESS</b>				
17.4	R Hawthorne (Property Manager) to provide a verbal update.	Kaiapoi Stormwater and Flooding Improvements Authority to dispose of residual properties	Good reason to withhold exists under Section 7	Section 48(1)(a)
<b>REPORTS</b>				
17.5	Report of S Hart – Strategy and Business Manager	CWMS Zone Committee 2022 Membership Refresh Appointments	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.6	Report of S Markham (Manager Strategic Projects) and C Brown (General Manager Community and Recreation)	Memorandum of Understanding with the WHow Charitable Trust	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.7	Report of G Barnard (Park Community Assets Officer)	Contract 17/22 Street Reserves and Cemetery Tree Maintenance Request for approving a Two Year Extension of Contract	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.8	Report of M Bacon (Development Planning Mgr), C Wood (Principal Policy Analyst), M Buckley (Principal Policy Planner) and R McClung (Principal Policy Planner)	Notification of ISP and financial contributions variations	Good reason to withhold exists under Section 7	Section 48(1)(a)
<b>MATTER REFERRED FROM AUDIT AND RISK COMMITTEE MEETING 19 JULY 2022</b>				
17.9	Report of S Nation (Quality and Risk Coordinator)	Risk Management Update and Risk Management Policy	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution is made in reliance on section 48(1)(a) 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 which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Item N°	Reason for protection of interests	LGOIMA Part 1, Section 7
171 – 17.9	Protection of privacy of natural persons; To carry out commercial activities without prejudice; Maintain legal professional privilege; Enable Council to continue with (commercial) negotiation without prejudice or disadvantage Prevent the disclose of information for improper gain or advantage	Section 7 2(a) Section 7 2(b)ii Section 7 (g) Section 7 2(i)  Section 7 (j)

**CLOSED MEETING**

*See Public Excluded Agenda.*

**OPEN MEETING**

18. **NEXT MEETING**

The next scheduled ordinary meeting of the Council will occur at 1pm on Tuesday 6 September 2022, to be held in the Council Chambers, Rangiora Service Centre, 215 High Street, Rangiora.



**MINUTES OF A MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBER, 215 HIGH STREET, RANGIORA, ON TUESDAY 5 JULY 2022, COMMENCING AT 1PM.**

**PRESENT**

Mayor D Gordon (Chairperson), Deputy Mayor N Atkinson, Councillors K Barnett, R Brine (virtual), N Mealings, P Redmond, S Stewart, J Ward (from 1.10pm) and P Williams.

**IN ATTENDANCE**

J Harland (Chief Executive), J Millward (General Manager: Finance and Business Support Manager), S Markham (Manager Strategic Projects), S Nichols (Governance Manager), J McBride (Roading and Transport Manager), R Hawthorne (Property Manager), K Simpson (3 Waters Manager), V Spittal (Senior Policy Analyst), D Young (Senior Engineering Advisor), and A Smith (Governance Coordinator).

There were approximately 30 members of the public in attendance at the meeting.

**1. APOLOGIES**

Moved: Councillor Williams

Seconded: Councillor Barnett

**THAT** apologies for absence be received and sustained from Councillors Blackie and Doody, and for lateness from Councillors Brine and Ward. Councillor Ward also advised she would be leaving at 4pm, however, she subsequently remained in attendance for the duration of the meeting.

**CARRIED**

**2. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3. ACKNOWLEDGEMENTS**

Mayor Gordon acknowledged the passing of long-time Kaiapoi resident and business owner Peter Fenwick. P Fenwick had provided an enormous service to the community as a business owner and generous supporter of the Kaiapoi community. Those present stood and observed a moment's silence.

Mayor Gordon also noted that today was the final Council meeting to be attended by the Chief Executive, Jim Harland. J Harland had given many years of service across several communities, and Mayor Gordon acknowledged his influence and the legacy he would leave behind, both with this Council and his time with the New Zealand Transport Agency (NZTA). The Waimakariri District was grateful for the Northern Corridor motorway and the positive impact of the additional lanes on the Waimakariri Bridge.

**4. CONFIRMATION OF MINUTES**

**4.1 Minutes of the Extraordinary meeting of the Waimakariri District Council held on 31 May 2022**

Moved: Councillor Williams

Seconded: Councillor Barnett

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Extraordinary meeting of the Waimakariri District Council held on 31 May 2022.

**CARRIED**

#### 4.2 **Minutes of the Waimakariri District Council meeting held on 7 June 2022**

Councillor Redmond noted that an amendment was required to the first sentence, first paragraph, on page 8 of the Minutes which should read as follows:

*“Councillor Redmond noted his concerns in not supporting the motion”.*

Moved: Councillor Mealings

Seconded: Councillor Redmond

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated Minutes of the Waimakariri District Council meeting held on 7 June 2022, with the one minor correction.

**CARRIED**

#### **MATTERS ARISING (FROM MINUTES)**

There were no matters arising.

#### **PUBLIC EXCLUDED MINUTES**

*(These Minutes were considered in the public excluded portion of the meeting)*

#### 4.3 **Minutes of the public excluded portion of a meeting of the Waimakariri District Council held on 7 June 2022**

### 5. **DEPUTATIONS AND PRESENTATIONS**

Joe Holland thanked the Mayor for the opportunity to present his views to the Council. He read out and acknowledged the Council's values statement and called on the Council to protect the freedoms of residents.

J Holland noted the overwhelming response from the community that it did not support the 3Waters' infrastructure being handed over to and controlled by central Government. He believed that the Government disregarded the freedom of people by trying to take over control of this natural resource, as water provided nourishment for the environment and the community. In addition, he noted that it would be detrimental to farmers for the Government to have control of water supplies.

J Holland referred to the Groundswell movement, protests and submissions to Government and commented that there seemed to be a media propaganda campaign across New Zealand supporting the Government. The censorship of information and Government interference was not something he would tolerate for himself or his family. He posed the question to the Mayor and Councillors, who do they serve, the people or central Government?

The second concern that J Holland raised was the position of Local Government New Zealand (LGNZ) on the issue of the Three Waters Reform. He stated that the Chief Executive of the Council was not an elected representative and therefore was not a representative of the people of our District. He believed that the power of the Chief Executive was linked to LGNZ and the Minister of Local Government and was concerned about the influence the Chief Executive may have on the Council. J Holland was aware that the Council had put LGNZ "on notice" however, in his opinion, this was not enough, and the Council should have no links to the organisation. He, therefore, asked that any documentation between the Council and LGNZ that bound the Council to the Three Waters Reform be made public.

J Holland was of the understanding that the main reason that the Council remained a member of LGNZ was for training and the guidance it provided. It was suggested that it would be best to invest in local talent from the community to build the community's depth and strength, and funding should be directed to such an initiative.

In closing, J Holland questioned that if the Council gave up 3Waters to the Government, what next would the people be expected to give up, and he was not willing to lose any more freedoms.

Mayor Gordon thanked Jo Holland for his deputation. He advised that this Council was one of the few councils strongly opposed to the proposed Three Waters Reform, which was influenced by the results of the community survey. The Council was also a founding member of Communities 4 Local Democracy, with Mayor Gordon as Deputy Chairperson. Mayor Gordon suggested that residents, who felt strongly about this issue, should submit to Parliament's Select Committee and make time to speak to their local Member of Parliament.

## 6. **ADJOURNED BUSINESS**

Nil.

## 7. **REPORTS**

### 7.1 **Facilities and Consents Fee Waiver Subcommittee – S Markham (Manager Strategic Projects)**

S Markham presented the report, which proposed revised Terms of Reference for the existing Fee Waiver Subcommittee to include decision-making on applications for the waiver of building and resource consent fees. There had previously been a Council briefing on this matter. The proposed criteria for applications for waiving fees for building and resource consents were similar to that for waiving fees for hiring Council facilities, with a focus on the organisation that was applying for the waiver.

Councillor Stewart queried if the waivers for building and resource consent fees would be only directed at "not for profit" organisations and community groups. S Markham explained that the Council received approximately four or five applications yearly from sporting or cultural organisations seeking either a building or resource consent fee waiver. Budget provision had been made in the 2022/23 Annual Plan to allow the Council to consider such requests. However, each application would be considered on its merits.

Councillor Atkinson asked that if the waiving of consent application fees was only considered in exceptional circumstances, then should the Council or the Audit and Risk Committee consider the requests. S Markham responded that this would be a decision of the Council, or alternatively, applications could be considered by the Subcommittee, to then make a recommendation to either the Council or the Audit and Risk Committee.

Councillor Barnett questioned why the consideration of the waiver of fees building and resource consents was being combined with the waiving of fees for hiring of Council facilities, as the two matters dealt with quite different areas of Council business. S Markham noted that the small annual number of applications received for the waiving building and resource consents fees did not warrant establishing a dedicated Subcommittee.

Following a question from Councillor Williams on the transparency of the current fee waiver process, it was confirmed that Minutes were taken at the current Subcommittee meetings, with decisions reported back to the Community and Recreation Committee twice a year.

It was agreed that this matter should lay on the table to allow time for further briefing discussion.

Moved: Councillor Barnett

Seconded: Councillor Atkinson

- (a) **THAT** the report lay on the table to allow for further briefing discussion time with the Council and a further report be considered at the August 2022 Council meeting.

**CARRIED**

7.2 **Waimakariri District Climate Change Scenario Technical Reports – V Spittal (Senior Policy Analyst)**

V Spittal and S Hart were present for consideration of this report which sought the adoption of the Waimakariri Climate Change Scenarios Technical report prepared by the National Institute of Water and Atmospheric Research Limited (NIWA). V Spittal explained that the report was the first to inform the Council's climate change response in a series of climate-related projects. As with all predictive modelling, there were limitations, mainly as the modelling was based on GHG (Greenhouse Gas) concentrations which was a movable target. However, the report was prepared by credible NIWA scientists who considered the projections to provide a sound basis for councils' future planning.

V Spittal noted that climate change mitigation and adaptation were essential to the District's ongoing social, economic, environmental and cultural wellbeing, which the Local Government Act, 2022 required the Council to promote. She further pointed out that many of the people who would be effected the worst were not yet old enough to vote, so the Council needed to exercise leadership to help protect their futures. It was therefore recommended that the Council needed to look at developing a mitigation programme.

The Office of the Auditor General would require the Council's 2024/34 Long Term Plan to include:

- Climate change to be addressed holistically across the organisation rather than being seen as 'an add-on' or dealt with as a separate issue.
- Both mitigation and adaptation to be addressed. underlying risks and assumptions to be better defined
- A more mature narrative, with better defined underlying risks and assumptions that reflected the changing operating environment.
- Most importantly, how climate change assumptions and risks translated into the projects/investments that the Council made.

From here, the Council would develop a programme of work creating an emissions profile, considering risk assessment, an adaptation strategy, mitigation programme and then communicating climate change to the public and empowering communities to identify solutions.

Councillor Atkinson queried why the Council would adopt this report and then referred it to the Mahi Tahī Joint Development Committee for their input, rather than seeking information on it before it was adopted. V Spittal responded that this was a technical report which did not include any recommendations on what the Council should do in the future. Therefore, the technical report would not change due to any consultation with the Mahi Tahī Joint Development Committee.

S Markham added that this scientific report provided a firm basis to engage with all community members. It was acknowledged that Ngāi Tahu had a Climate Change Strategy, and this report should therefore be of interest to the Mahi Tahu Joint Development Committee.

Moved: Mayor Gordon

Seconded: Councillor Mealings

**THAT** the Council:

- (a) **Receives** Report No. 220616103176.
- (b) **Receives** the Waimakariri Climate Change Scenarios Summary Report (Trim No. 220608096135).
- (c) **Receives** the Waimakariri Climate Change Scenarios Technical Report (Trim No. 220601093286).
- (d) **Adopts** the National Institute of Water and Atmospheric Research Limited (NIWA) climate projections for the RCP 8.5 Scenario as its baseline evidence for corporate planning, including District planning and the 2024 Long Term Plan (LTP) suite of corporate documents (LTP, Activity Management plans and Infrastructure Strategy).
- (e) **Notes** a video was being produced that graphically illustrated the findings of the technical report and a link to this would be advised once this project was complete.
- (f) **Notes** a programme to raise whole of community awareness of these reports and the video would be developed and incorporated into the reviewed 2022/23 Climate Change Work Programme.
- (g) **Circulates** this report to the Community Boards and Mahi Tahu Joint Development Committee for their information.

**CARRIED**

Mayor Gordon supported the Council adopting this report today, however, he also acknowledged the importance of future discussions with the Mahi Tahu Joint Development Committee and all the Community Boards, noting that the information presented today was being circulated to these groups.

Councillor Mealings, in supporting the motion, recognised that this was an essential item for future work for the Council.

### 7.3 **Register of Interests – S Nichols (Governance Manager)**

S Nichols presented the report, which was a regular update on the Members Register of Interests and was therefore taken as read.

There were no questions from Councillors and no changes were noted.

Moved: Councillor Williams

Seconded: Councillor Stewart

**THAT** the Council

- (a) **Receives** report No. 220622107248.
- (b) **Reviews** the Register of Interests content, recording any amendments.
- (c) **Notes** a Register of Interests would be republished in the August 2022 agenda and notes the Register of Interests was listed on the Council website.

- (d) **Notes** amendments could be made at any time by notification to the Governance Manager.
- (e) **Notes** the Register would be next reviewed with the new Council in November 2022, noting the Policy would be reviewed to better incorporate updated Local Government Act, 2002 legislation related to Pecuniary Interests that would come into force on 20 November 2022.

**CARRIED**

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

Nil.

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

### **9.1 Health, Safety and Wellbeing Report July 2022 – J Harland (Chief Executive)**

J Harland presented the report, highlighting the ongoing impact that Covid was having on Council resources, especially staff. There were no notifiable incidents this month.

Councillor Atkinson noted the recording of trucks getting stuck on grass verges and recorded as “near misses”, questioning how this related to health, safety and wellbeing. J Harland responded that this could relate to the safety of third parties, or there could also be the need for refresher driver training. This would be followed up with the appropriate Managers.

Moved: Councillor Atkinson      Seconded: Councillor Redmond

**THAT** the Council:

- (a) **Receives** Report No 220621105796.
- (b) **Notes** that there were no notifiable incidents this month. The organisation was, 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 information to Community Boards for their information.

**CARRIED**

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

- 10.1 Minutes of a meeting of the Utilities and Roading Committee of 17 May 2022
- 10.2 Minutes of a meeting of the Community and Recreation Committee of 31 May 2022
- 10.3 Minutes of a meeting of the District Planning and Regulation Committee of 21 June 2022

Moved: Councillor Williams      Seconded: Councillor Atkinson

**THAT** Items 10.1 to 10.3 be received information.

**CARRIED**

## 11 COMMUNITY BOARD MINUTES FOR INFORMATION

- 11.1 Minutes of the Oxford-Ohoka Community Board meeting of 8 June 2022
- 11.2 Minutes of the Rangiora-Ashley Community Board meeting of 8 June 2022
- 11.3 Minutes of the Woodend-Sefton Community Board meeting of 13 June 2022

Moved: Councillor Redmond                      Seconded: Councillor Ward

**THAT** Items 11.1 to 11.3 be received for information.

**CARRIED**

## 12. REPORTS FOR INFORMATION

- 12.1 May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – E Klopper (Flood Team Lead), C Fahey (Water Operations Team Leader), and K Simpson (3 Waters Manager)  
*(Refer to report 220609098129 of the Utilities and Roading Committee meeting of 21 June 2022)*
- 12.2 Avian Botulism Management 2021-22 – S Allen (Water Environment Advisor) and K Simpson (3 Waters Manager)  
*(Refer to report 220420060318 of the Utilities and Roading Committee meeting of 21 June 2022)*

Moved: Councillor Redmond                      Seconded: Councillor Barnett

**THAT** the Council:

- (a) **Receives** Items 12.1 and 12.2 for information.

**CARRIED**

## 13. MAYOR'S DIARY

- 13.1 Mayor's Diary Wednesday 1 June – Tuesday 28 June 2022

Moved Councillor Atkinson                      Seconded Councillor Ward

**THAT** the Council:

- (a) **Receives** report no 220630110829.

**CARRIED**

## 14. COUNCIL PORTFOLIO UPDATES

- 14.1 Iwi Relationships – Mayor Dan Gordon

A Mahi Tahī Joint Development Committee briefing was held recently, which discussed several annual plan matters, including progressing the development of the reserve, and this was a very productive meeting.

- 14.2 Greater Christchurch Partnership (GCP) Update – Mayor Dan Gordon

The next GCP meeting was scheduled for Friday, 8 July 2022, which the Mayor, Councillors Atkinson and Mealings would be attending. This meeting would discuss work progressing on the Spatial Plan, Rapid Transit, and consideration of Airport Contours. In addition, there would be a briefing to the Council, as a GCP partner next week on GCP matters.

14.3 **Canterbury Water Management Strategy – Councillor Sandra Stewart**

Councillor Stewart noted two significant Environmental Canterbury (ECan) reports – one on the state of groundwater which provided data going back 30 years, and one on the state of surface water. Both reports showed an increase in ground and surface water nitrate contamination. Staff had been asked to provide a report on this information to the next meeting of the Land and Water Committee.

Ecan would be making aerial flyovers in the District, commencing mid-July 2022, to collect information on winter grazing practices in the area. No photos or recordings of properties would be taken during these flyovers.

Councillor Stewart advised that ECan's Waitaha Action to Impact Fund was available to community groups, charitable trusts or incorporated societies who may wish to apply for funding to undertake environmental work. There was \$600,000 available, and applications would be open from 18 July to 12 September 2022.

Councillor Stewart noted that Overseer software had been criticised by farming groups for many years, and the Government had therefore set up a task force to investigate the challenges with the software. The software tracked how farmers calculated the nitrate leaching into the groundwater. It was anticipated that the Government task force would report on their findings at the end of August 2022. Ecan used Overseer data for their planning and expected the software modelling to be able to accurately detect how much nitrate was leaching into the soils on the Canterbury Plains.

There had recently been a refresh of members on the Waimakariri Water Zone Committee. Councillor Stewart was a panel member who interviewed four applicants, two existing members and two new applicants. The panel recommended that all four applicants be appointed (or reappointed). Reports would serve at both ECan and the Waimakariri District Councils in August 2022 to approve these appointments.

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

Deputy Mayor Atkinson advised that a new Chinese Consulate had recently been appointed in Christchurch, and he was hoping to arrange a visit for her to the Waimakariri District in the near future.

A meeting of the Waimakariri-Passchendaele Advisory Group was held on 4 July 2022, where the planting plan for the Passchendaele Walkway was finalised. However, the actual plants to be used as part of the information boards were still to be determined. Three additional seats were to be installed along the pathway. Lieve Bierque (Belgian Honorary Consulate) would be visiting Belgium in August 2022 and it had been arranged that she would take flax poppies with her to lay on appropriate grave sites of New Zealand soldiers. Copies of the new Waimakariri-Passchendaele Advisory Group information pamphlets would also be taken to Belgium and made available to advise people on the work of the Advisory Group.

14.5 **Regeneration (Kaiapoi) – Councillor Al Blackie**

Councillor Blackie was not present.

14.6 **Climate Change and Sustainability – Councillor Niki Mealings**

Councillor Mealings noted that staff were currently working on the Council's submission to the National Policy Statement on Biodiversity, which would also include content relating to climate change.



The Three Waters' Team were initiating a Climate Change Risk Assessment. Councillor Mealings recently attended a Regional Climate Change Councillors' workshop along with other Canterbury Climate Change representative Councillors. There were guest speakers from the New Zealand Searise Project and an update on the "Its Time Canterbury" Campaign. Recent events had impacted this campaign, and it was hoped to reengage with people and for each Council to form a sub-group so that each Council could tailor it to their local needs. There was also discussion on how resources could be shared regarding climate change, especially for the smaller councils that do not have the resources available.

**14.7 Business, Promotion and Town Centres – Councillor Joan Ward**

Councillor Ward advised that she was a member of the BNZ Corner Evaluation Panel and that selling the BNZ building in High Street Rangiora was now underway.

Councillor Ward was pleased to report the resuming of some functions in the District, including Matariki, The Light Show in Oxford and Rangiora and The Big Splash fundraising event. This event raised funds for the Stroke Foundation and the St. Johns Ambulance.

An Economic Development Workshop was held on Thursday, 14 July 2022, to discuss growth in the District and the Economic Development Strategy moving forward. Work had been progressing on a master plan for the Rangiora Airfield, and there would be a report to the Council soon on progress with this Plan.

**15. QUESTIONS**

Nil.

**16. URGENT GENERAL BUSINESS**

Nil.

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

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

Moved: Councillor Ward

Seconded: Councillor Atkinson

**THAT** the public be excluded from the following parts of the proceedings of this meeting.

The general subject of each matter to be considered while the public was 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, were as follows:

<b>Item No</b>	<b>Minutes/Report of</b>	<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Ground(s) under section 48(1) for the passing of this resolution</b>
17.1	Minutes of public excluded portion of Council meeting of 7 June 2022.	Confirmation of minutes	Good reason to withhold exists under Section 7	Section 48(1)(a)

REPORTS				
17.2	Report of J McBride (Roading and Transport Manager) and D Young (Senior Engineering Advisor)	Adopt Proposed Waimakariri District Council Speed Limits Bylaw 2022	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.3	Report of C Johnson (Property Officer on secondment) and R Hawthorne (Property Manager)	Waikuku Beach Holiday Park Lease Negotiations	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.4	M Bannister (Property Officer, on secondment) and R Hawthorne (Property Manager)	Ohoka Easement Surrender	Good reason to withhold exists under Section 7	Section 48(1)(a)
17.5	Report of D Young (Senior Engineering Advisor), R Hawthorne (Property Manager), K Simpson (3 Waters Manager) and J McBride (Roading and Transport Manager)	Cones Road Drainage Improvements – Approval of increased budget and land purchase	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution was made in reliance on section 48(1)(a) 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 which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public were as follows:

Item N°	Reason for protection of interests	LGOIMA Part 1, Section 7
171 – 17.5	Protection of privacy of natural persons; To carry out commercial activities without prejudice; Maintain legal professional privilege; Enable Council to continue with (commercial) negotiation without prejudice or disadvantage Prevent the disclose of information for improper gain or advantage	Section 7 2(a) Section 7 2(b)ii Section 7 (g) Section 7 2(i)  Section 7 (j)

**CARRIED**

**CLOSED MEETING**

*The public excluded meeting commenced at 2.34pm and concluded at 4.15pm.*

**Resolution to resume in open meeting**

**17.1 Confirmation of Minutes of the Public Excluded portion of the Council meeting of Tuesday 7 June 2022**

**Resolves** that the Minutes remain public excluded.

**17.2 Adoption of the Proposed Speed Limit Bylaw 2022 – J McBride (Roading and Transport Manager) and D Young (Senior Engineering)**

**Resolves** that the report and discussion remain public excluded, and that the recommendation and the attachments (Proposed Speed Limits Bylaw 2022 and Waimakariri District Council Register of Speed Limits) be made public.

Moved: Councillor Williams

Seconded: Councillor Redmond

**THAT** the Council:

- (a) **Receives** Report No. 220620104343.
- (b) **Adopts** the Waimakariri District Council Speed Limits Bylaw 2022 (Trim no. 220620104338) and the Waimakariri District Council Register of Speed Limits (Trim no. 220620104349).
- (c) **Resolves** that a summary of the report on this matter be released to the public, and the New Zealand Police be notified.

**CARRIED**

17.3 **Waikuku Beach Holiday Park Lease Negotiations - C Johnson (Property Officer on secondment from The Property Group) and R Hawthorne (Property Manager)**  
*This report was withdrawn and would be resubmitted to the August 2022 meeting.*

17.4 **446 Mandeville Road, Ohoka Easement Surrender – M Bannister (Property Officer on secondment from The Property Group) and R Hawthorne (Property Manager)**

**Resolves** that the report and recommendation be made public.

Moved: Mayor Gordon

Seconded: Councillor Mealings

**THAT** the Council:

- (a) **Receives** Report No. 220622107240.
- (b) **Approves** the surrender of the Right of Way Easement that was no longer required by the Council in its capacity as administering body of Easements in F of DP 77464.
- (c) **Note** that public notice need not be given as the easement did not provide public access.

**CARRIED**

17.5 **Cones Road Drainage Improvements – Approval of increased budget and land purchase – D Young (Senior Engineering Advisor), R Hawthorne (Property Manager), K Simpson (Three Waters Manager), and J McBride (Roading and Transport Manager)**

**Resolves** that the **resolutions** be made public while the report and discussion remain public excluded.

Moved: Councillor Redmond

Seconded: Councillor Williams

**THAT** the Council:

- (a) **Receives** Report No. 220601092681.
- (b) **Notes** an increase in the total cost estimate for Cones Road drainage and roading improvements from \$415,000 to \$545,000 from existing budgets, due to an increase in the land purchase costs, legal and valuation costs, and the physical works estimate.
- (c) **Approves** an increase in the Cones Road Land Purchase budget (PJ101471.000.5003) for 2022/23 of \$45,500 from \$107,500 to \$153,000 towards the on-property costs.

- (d) **Notes** the previously approved budget increase for the Cones Road Drain Upgrade budget (PJ101523.000.5123) towards on-road drainage improvements from \$100,000 in 2022/23 to \$20,000 in 2022/23 and \$180,000 in 2023/24.
- (e) **Notes** the estimated Roothing costs for 2022/23 of \$45,500 towards the on-property costs were to be funded from the Land Purchases – Improved LOS budget (100747.000.5134).
- (f) **Notes** that the additional Roothing costs for 2023/24 of \$54,960 for seal widening were to be funded from the Minor Improvements - Safety (PJ100185.000.5133) budget.
- (g) **Notes** that staff would use their best endeavours to bring drainage works forward in the 2022/23 financial year.
- (h) **Authorises** the Chief Executive and Property Manager to complete negotiations with 151 Cones Road and 157 Cones Road for the purposes of procuring the necessary land.
- (i) **Approves** the recommendations from this report to be made public while the report remains in Public Excluded.
- (j) **Circulates** this report to the Utilities and Roothing Committee to be considered in Public Excluded.

**CARRIED**

17.6 **Acting Chief Executive Appointment – Mayor Gordon**

**Resolves** that the report and discussion remain public excluded under section 7(2)(a) of the Local Government Official Information and Meetings Act 1987 to protect the privacy of natural persons, and section 7(2)(f) to maintain the effective conduct of public affairs. Recommendations (b) and (c) to become public at the conclusion of the meeting. Recommendations (d) and (e) to be withheld until they become public when the 2022/2023 Annual Report is released.

Moved: Councillor Atkinson

Seconded: Councillor Mealings

**THAT** the Council:

- (a) Approves Jeffrey Millward be Acting Chief Executive, effective from 9 June 2022, and that he continues in this role until the process of appointing the Chief Executive is completed.
- (b) Notes that the role of Chief Executive is to be advertised in February 2023.

**CARRIED**

18. **NEXT MEETING**

The next scheduled ordinary meeting of the Council would occur at 1pm on Tuesday 2 August 2022, to be held in the Council Chambers, Rangiora Service Centre, 215 High Street, Rangiora.

THERE BEING NO FURTHER BUSINESS, THE MEETING CONCLUDED AT 4.15PM.

**CONFIRMED**

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

\_\_\_\_\_  
Date

**MINUTES OF AN EXTRAORDINARY MEETING OF THE WAIMAKARIRI DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBER, 215 HIGH STREET, RANGIORA ON TUESDAY 12 JULY 2022, COMMENCING AT 11AM.**

**PRESENT**

Mayor D Gordon (Chairperson), Councillors K Barnett, R Brine, N Mealings, P Redmond, S Stewart, J Ward and P Williams.

**IN ATTENDANCE**

J Millward (Acting Chief Executive), G Cleary (General Manager Utilities and Roading) (virtual), K LaValley (Project Development Manager), J McSloy (Development Manager), S Nichols (Governance Manager), and A Smith (Governance Coordinator).

1. **APOLOGIES**

Moved Mayor Gordon                      Seconded Councillor Ward

**THAT** apologies for absence be received and sustained from Deputy Mayor Atkinson, Councillor Blackie and Councillor Doody.

**CARRIED**

2. **CONFLICTS OF INTEREST**

Councillor Mealings declared a conflict of interest relating to *Item 8.1 Consideration of Submission to Private Plan Change 31*, due to her role as a member of the District Plan Review Hearing Panel.

3. **ACKNOWLEDGEMENTS**

There were no acknowledgements.

4. **CONFIRMATION OF MINUTES**

4.1. **Minutes of a meeting of the Waimakariri District Council held on 28 June 2022**

Moved Councillor Barnett                      Seconded Councillor Stewart

**THAT** the Council:

- (a) **Confirms**, as a true and correct record, the circulated minutes of the meeting of the Waimakariri District Council meeting held on 28 June 2022.

**CARRIED**

**MATTERS ARISING (FROM MINUTES)**

There were no matters arising.

## 5. **REPORT**

### 5.1. **Elected Member Remuneration 2022/2023 – S Nichols (Governance Manager)**

S Nichols presented this report which provided an update on the Remuneration Authority Determination for the July 2022 to June 2023 financial year for elected members remuneration and expenses. The report also sought approval of the updated Elected Member Expenses Policy to 30 June 2023. The Remuneration Authority that sets elected members pay had reviewed their figures, noting that as this was an election year, there were two sets of figures for the Mayor, Councillors and Community Board members – the pre-election period 1 July to 15 October 2022 and post-election period 16 October 2022 to 30 June 2023. The Mayor and Community Board member figures were set by the Remuneration Authority and there was a remuneration pool of funds for Councillors. Mileage allowance had increased by 4c per kilometre, and there was a slight increase for District Licencing Committee hearing panels and RMA Resource Consent or District Plan hearing panels.

There were no questions.

Moved Mayor Gordon

Seconded Councillor Brine

**THAT** the Council

- (a) **Receives** Report No. 220622107255.
- (b) **Notes** the remuneration set by the Remuneration Authority for Waimakariri Mayor, Councillors and Community Board members in two stages from 1 July 2022 to date of official election result declared (approx. 15 October 2022) and 16 October 2022 to 30 June 2023 as follows:

	Pre-election	Post-election
Mayor	\$139,425	\$146,838
Deputy Mayor	\$59,820	** <i>indicative</i> \$69,373
Councillor (with portfolio and chairing responsibilities)	\$49,210	** <i>indicative</i> \$53,986
Kaiapoi-Tuahiwi Community Board Chair	\$17,991	\$17,991
Kaiapoi-Tuahiwi Community Board	\$8,995	\$8,995
Oxford-Ohoka Community Board Chair	\$16,949	\$16,949
Oxford-Ohoka Community Board	\$8,475	\$8,475
Rangiora-Ashley Community Board Chair	\$23,206	\$23,206
Rangiora-Ashley Community Board	\$11,603	\$11,603
Woodend-Sefton Community Board Chair	\$14,863	\$14,863
Woodend-Sefton Community Board	\$7,431	\$7,431

- (c) **Notes** the incoming Council will review and endorse the Deputy Mayor and Councillors remuneration based on remuneration pool share at the late October 2022 meeting.
- (d) **Approves** the Elected Member Expenses Policy to 30 June 2023 (*Trim 220707115598*).
- (e) **Circulates** a copy of this report and the approved Expenses Policy to all Community Boards for their reference.

**CARRIED**



**CLOSED MEETING****Resolution to resume in open meeting**

Moved Mayor Gordon

Seconded Councillor Ward

THAT the Council

**8.1 Consideration of Submission to Private Plan Change 31 – S Nichols (Governance Manager)**

**Resolves** that the report and discussion to remain public excluded under the Local Government Official Information and Meetings Act 1987, section 7(f) and (g), for maintaining effective conduct of public affairs and legal privilege, until after such time as the Council approves and ratifies any such submission at its meeting of 2 August 2022.

**8.2 Bellgrove Infrastructure Acceleration Fund: Funding Agreement and Housing Outcomes Agreement – K LaValley (Project Delivery Manager) and J McSloy (Development Manager)**

**Resolves** that the recommendations in this report be made publically available but that the discussion and contents of the report remain Public Excluded as these contains commercial sensitivities and negotiations.

**CARRIED**

*The public excluded portion of the meeting commenced at 11.09am and concluded at 12.06pm.*

**OPEN MEETING****8.2 Bellgrove Infrastructure Acceleration Fund: Funding Agreement and Housing Outcomes Agreement – K LaValley (Project Delivery Manager) and J McSloy (Development Manager)**

Moved Mayor Gordon

Seconded Councillor Ward

THAT the Council:

- (a) **Receives** Report No. 220630111271;
- (b) **Approves** the draft Funding Agreement and draft Housing Outcomes Agreement;
- (c) **Delegates** authority to the Chief Executive to negotiate, finalise and enter into the Agreements as detailed in this report;
- (d) **Notes** that Council has previously provided support to the Bellgrove EOI and RFP for the Infrastructure Acceleration Funding;
- (e) **Notes** that the Funding Agreement and Housing Outcomes Agreement will be subject to a Private Developer Agreement between Bellgrove Rangiora Limited and WDC which will be brought to Council for approval. The Private Developer Agreement will address some of the risks identified in this report;



- (f) **Resolves** that the recommendations in this report be made publically available but that the contents remain Public Excluded as it contains commercial sensitivities and negotiations.

**CARRIED**

9. **NEXT MEETING**

The next scheduled ordinary meeting of the Council will occur at 1pm on Tuesday 2 August 2022, to be held in the Council Chambers, Rangiora Service Centre, 215 High Street, Rangiora.

There being no further business, the meeting closed at 12.07pm.

CONFIRMED

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

\_\_\_\_\_  
Date

**WAIMAKARIRI DISTRICT COUNCIL****MEMO**

**FILE NO AND TRIM NO:** RES-02-01 / 220726126335

**DATE:** 2 August 2022

**MEMO TO:** Council – Supplementary Report

**FROM:** Simon Markham Manger Strategic Projects

**SUBJECT:** Facilities & Consents Fee Waiver Sub-Committee – Revised Draft Terms of Reference

---

The purpose of this Supplementary Report is to update on a matter 'laid on the table' at the 5 July Council meeting for further consideration.

Attached is the report to the 5 July Council on the proposed Facilities & Consents Fee Waiver Sub-Committee, and a further revision of the proposed terms of reference (TOR) for the Sub-Committee discussed at the 12 July Council Briefing.

The Council wanted more time than was available at the 5 July Council meeting to consider the appropriate decision-making approach in relation to fee waiver applications based on exceptional circumstances.

Some concern was expressed that as initially proposed decisions in exceptional circumstances warranted additional consideration that would normally be available through the sub-Committee alone.

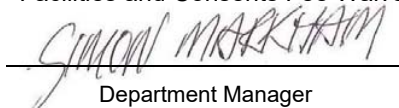
As initially proposed the Subcommittee had the option of referring any application to relevant Standing Committee of Council for a decision: either District Planning & Regulation or the Community and Recreation Committee, as appropriate.

The proposed revision (in S4.2 of the TOR) provides for a recommendation to the relevant Standing Committee when exceptional circumstances apply.

There was some discussion about the scale of the work required of the proposed Sub-Committee but following discussion, it was generally agreed that a single Sub-Committee could handle the likely flow of applications, which are relatively similar in nature. This is especially the case now that the scope of potential consents waivers has been defined.

**Attachments:**

- i. Report to Council 5 July Facilities & Consents Fee Waiver Sub-Committee Terms of Reference 220622106352
- ii. Facilities & Consents Fee Waiver Sub-Committee Terms of Reference – Revised Draft 220726126336

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION****FILE NO and TRIM NO:** RES-02-01 / 220622106352**REPORT TO:** COUNCIL**DATE OF MEETING:** 5 July 2022**AUTHOR(S):** Simon Markham, Manager Strategic Projects**SUBJECT:** Facilities and Consents Fee Waiver Subcommittee**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)  
Department Manager  
Acting Chief Executive**1. SUMMARY**

- 1.1. This report proposes revised terms of reference of an existing subcommittee to include exercising decision-making on applications for waiver of building and resource consents, as per budget provided in the Annual Plan. It follows from a Council Briefing on the matter.
- 1.2. It asks the Council as a first step in review and development of its community funding practice, to modify the Terms of Reference of the current Community and Recreation Fee Waiver Subcommittee. This would become the body that makes discretionary decisions in granting reductions in, otherwise payable, resource and building consent fees, based on criteria similar to those currently used for community facilities fee waivers.
- 1.3. This change normalises some existing practice in waivers, (as in effect being grants), to where the appropriate level of decision-making lies.

**Attachments:**

- i. Facilities & Consents Fee waiver Sub-Committee Terms of Reference – proposed Doc. (220622106354)
- ii. Facilities & Consents Fee waiver Sub-Committee Terms of Reference – proposed – clean copy Doc. (220622106356)

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

- (a) **Receives** Report No. 220622106352.
- (b) **Approves** the Terms of Reference of the Community Facilities Fee Exemption Sub Committee being modified to be the body that makes discretionary decisions in granting reductions in otherwise payable resource and building consent fees.
- (c) **Adopts** the Revised Terms of Reference Doc. 220726126336.
- (d) **Reappoints** Councillors Doody, Redmond and Brine to the Subcommittee.

**3. BACKGROUND**

- 3.1. At a Briefing in November 2021 the Council gave initial consideration to issues and options raised in relation to the Council's community funding policy & practice. Among a number of discussion items was the observation that decision-making in relation to waivers of

building and resource consents was not subject to prescribed terms of reference to support good, consistent decision-making. In effect any part or total waiver of such fees is a grant that becomes a cost against the rates account.

- 3.2. The following is a summary of the 2021-22 Annual Plan budget provision that could be drawn on for such waivers and these items have been included in the 2022/23 Annual Plan.

Category	\$2021/22	Comment
C&R Fees and Charges Waivers*	25,000	Generally granted; established process
Resource and Building Consent fee waivers	27,700 for RCs in Planning; \$15,000 for RCs/BCs in Greenspace	Ad-hoc requests; no established criteria; no Building Unit budget for BC waivers; decisions by staff
* As at Nov. 2021 \$22,000 in fee exemptions credited with a total of 32 applications since July 2021. In comparison in November 2020 sitting at a total amount of \$41,486.85 with a total of 38 applicants.		

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

- 4.1 Council practice across fee waivers for community facilities hire is subject to defined criteria and decision-making by an appointed Subcommittee of Councillors. That for building and resource consent waivers based on the above observations and discussion is quite variable.
- 4.2 A first step in a process of improvement, as discussed by the Council, is to more clearly define the basis for decision-making and by whom in relation to resource and building consenting fee waivers. The terms of reference for the Sub-committee that administers community facilities fee waivers provides the basis of an appropriate body to extend coverage to in relation to building and resource consent fee waivers.
- 4.3 An expanded terms of reference (TOR), as a 'tracked change' and 'clean' version based on the existing TOR for the Community Facilities Fee Waiver Subcommittee are attached to this report. Approval of these modifications and therefore the revised TOR to guide building and resource consent fee waivers is recommended.
- 4.8 It is also recommended the current Community Facilities Subcommittee members (Councillors Doody, Redmond and Brine) be reappointed to the end of the Council term. The General Managers for Planning & Regulation, and Community & Recreation, would be responsible for ensuring support for the Subcommittee, including regular monitoring of waiver (grants) expenditure.

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

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

Community grants in the broadest sense contribute to all four elements of community wellbeing – social, cultural, environmental and economic. In part this is reflection of the amount of funding made available, but it is also affected by the existence of good policy and practice to guide granting.

- 4.10 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.

Te Ngāi Tūāhuriri hapū have an interest in grants made by the Council and engagement with hapū representatives is a matter for the Subcommittee to consider.

### 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.

The Subcommittee should consider what additional application form for building and resource consent fee waivers should be used, and any revised practice communicated with relevant groups and organisations.

### 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 wider community does have an indirect interest in this matter. It is suggested this interest in any revised processes or budget amounts can be accommodated by processes relating to annual and long term plan and budget setting.

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

### 6.1. **Financial Implications**

There are financial implications of the decisions sought by this report.

This budget is included in the Annual Plan/Long Term Plan.

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

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

Individual small grants may not have significant such impacts, but overall granting may do.

### 6.3 **Risk Management**

There are risks arising from the adoption/implementation of the recommendations in this report.

Better granting processes consistent with the best practices identified in this report reduce reputational risk and maximise the effectiveness of granting in relation to Council's strategic objectives.

### 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**

Local Government Act 2002.

7.3. **Consistency with Community Outcomes**

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

Potentially many of the community outcomes that are sought by the Council are relevant considerations, to varying degrees.

7.4. **Authorising Delegations**

The proposed Terms of Reference is a matter for the Council to decide.

## TERMS OF REFERENCE COUNCIL AND COMMITTEES

### Facilities and Consents Fee Waiver Subcommittee

#### 1. KEY ROLES OF THE SUBCOMMITTEE

##### a. The roles of the Subcommittee in relation to community facilities are to:

- Review fee reduction applications from hirers of community facilities.
- Have the right to waive/amend any community facilities hire fees.
- Be involved in the review of the community facilities hire fees as part of the Council's Annual Plan/Long Term Plan consultation.

The following is taken directly from the Community Facilities Fees and Charges Policy: (Trim 190821116945)

#### Waiver of Charges

*The Community and Recreation Committee of Council have delegated authority to approve any fee waivers and this delegation is exercised through the Facilities and Consents Fee Waiver Subcommittee.*

*Waiving of fees is intended to provide affordable and equitable access to community facilities. It is designed to help community groups and organisations whose goals are aligned with Council's Community Outcomes.*

*Requests will be considered based on the following criteria:*

- *The hirer is a 'not for profit'/charitable organisation*
- *The required space is available*
- *The community value of the activity is clearly identified*
- *The financial position of the group identifies hardship*
- *Sufficient budgeted funds are available*
- ~~*Whether circumstances exceptional to the above apply*~~

#### Fee Waiver Funding Process

*The Community and Recreation Committee has limited budgetary provision to assist groups to pay the fees for the use of Council owned facilities. This assistance may be full payment of fees or partial payment depending on the group's ability to contribute. The Committee may consider multi-year applications.*

##### b. The role of the Subcommittee in relation to building and resource consent fees are to:

- Review fee reduction applications from building or resource consent applicants.
- Have the right to waive/amend any building or resource consent fees.
- Be involved in the review of the building and resource consent fees as part of the Council's Annual Plan/Long Term Plan consultation

The Council has limited funding budgetary provision for consideration of reductions in building and resource consent fees by application on an exceptions basis. It delegates authority to approve any fee waivers to the Facilities and Consents Fee Waiver Subcommittee on a case by case basis.

## TERMS OF REFERENCE COUNCIL AND COMMITTEES

### Facilities and Consents Fee Waiver Subcommittee

Waiving of fees is intended to recognise exceptional circumstances. In part it is designed to help community groups and organisations whose goals are aligned with Council's Community Outcomes.

Requests will be considered based on the following [criteria](#):

- The applicant/intended purpose of the development is 'not for profit'/charitable organisation.
- Sufficient budgeted funds are available.
- The community value of the activity is clearly identified.
- The financial position of the applicant identifies hardship.
- ~~Whether circumstances exceptional to the above apply.~~

#### 2. COMPOSITION OF THE SUBCOMMITTEE

2.1 Membership will consist of:

- The Community Facilities Portfolio Holder
- The Regulation Portfolio Holder
- One other Councillor

2.2 A quorum will be two members for any meetings that are required.

2.3 A Chair will be appointed by the members of the Group (by a simple majority). The Chair will be appointed annually at a meeting to be held in August each year.

2.4 Appointments of the group will be made by the Council.

#### 3. MEETING FREQUENCY

3.1 As this group is required as demand occurs, meetings and fee waiver approvals may be via electronic email or as and when required.

#### 4. DECISION MAKING

4.1 Decisions will, in so far as it is possible, be reached by consensus. Where this is not achievable decisions will be made by voting with a simple majority being required. The General Managers for Community and Recreation, and Planning and Regulation will ensure support for the Subcommittee.

4.2 The Group [may consider applications where circumstances exceptional to the criteria above may apply. If so then it may make a fee waiver recommendation to the will have the option of referring any matter to the](#) relevant Standing Committee of Council for a decision: either District Planning & Regulation or the Community and Recreation Committee.

#### 5. TERM OF GROUP

5.1 The role of the group, its membership and Terms of Reference shall be reviewed annually at the first Council meeting of the new financial year (or sooner as directed by Council) to ensure that it is functioning as was intended.





Date: 5 July 2022  
Page: 3 of 3

**TERMS OF REFERENCE  
COUNCIL AND COMMITTEES**

---

**Facilities and Consents Fee Waiver Subcommittee**

---

Members will be appointed for a three year term to coincide with Local Body Elections.

Revised Draft following 5 July Council

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION**

**FILE NO and TRIM NO:** Gov-01-11 / 220722124742

**REPORT TO:** COUNCIL

**DATE OF MEETING:** 2 August 2022

**AUTHOR(S):** Jeff Millward – Acting Chief Executive

**SUBJECT:** Approval of the Council's submission on Private Plan Change 31 (RCP031) – Rolleston Industrial Developments Limited.

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

\_\_\_\_\_  
General Manager

  
Acting Chief Executive

**1. SUMMARY**

1.1 The purpose of this report is to seek approval for the Council to approve a submission on Private Plan Change 31 (RCP031) affecting the Ohoka area between Bradleys and Mill Road.

Attachments:

- i. Proposed Council submission on Private Plan Change 31 (Trim 220725126308). *(to be tabled at the meeting)*

**2. RECOMMENDATION**

**THAT** the Council:

- (a) **Receives** report No 220722124742.
- (b) **Approves** the Council's submission (Trim 220725126308) to Private Plan Change 31 (RCP031).
- (c) **Authorises** the Mayor to make any minor amendments to the final submission, if required, prior to the lodgement of the submission to the Waimakariri District Council on Friday 5 August 2022.
- (d) **Notes** that the Council is to appoint independent commissioners under section 34a of the Resource Management Act 1991 to hear submissions and make the decision in relation to RCP031.

**3. BACKGROUND**

3.1 Proposed Private Plan Change RCP031 has been initiated by Rolleston Industrial Developments Limited seeking to rezone land located at 511, 531, 535 and 547 Mill Road and 290 and 344 Bradleys Road and is for the most part bounded by Whites, Mill and Bradleys roads. The rezoning covers an area of approximately 155.9 hectares. The proposed Private Plan Change will rezone the area from Rural to Residential 3, 4A and Business 4, and create a Residential 8 zone.

- 3.2 The residential development will comprise up to 700 new households within the Residential 3 Zone; 150 new households within the Residential 4A Zone; and a new Residential 8 Zone to provide for a possible school or retirement village or residential activities commensurate with a Residential 3 Zone if neither activity is developed. The new commercial area (Business 4 Zone) will provide approximately 5,700m<sup>2</sup> to 6,900m<sup>2</sup> of commercial floor space and car parking.
- 3.3 To enable this Private Plan Change, RCP031 seeks to amend the Operative Waimakariri District Plan to introduce a new Outline Development Plan, amend the associated planning maps, and amend definitions, policies and rules within Chapters 16, 18, 30, 31 and 32, and any consequential renumbering required.
- 3.4 The Private Plan Change was lodged with Council on 14 December 2021, and on 31 May 2022, the Council officially accepted the plan change for processing in accordance with clause 25(2) (b) of Schedule 1 of the Resource Management Act 1991. In addition, Council staff were directed to notify Plan Change 31 at the first available opportunity.
- 3.5 The Private Plan Change was publicly notified on 6 July 2022, with all households and businesses in the District receiving a letter outlining the proposal and seeking submissions. Submissions close on Friday, 5 August 2022, at 5pm.

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

- 4.1 At the meeting held on Tuesday 12 July 2022, the Council authorised that a submission be drafted in objection to Private Plan Change 31 for final consideration and ratification at the Council meeting of 2 August 2022.
- 4.2 A briefing was held on the Council members to discuss various submission points. The goal was to highlight their principal areas of concern, such as, (but not limited to):
- The planning history of Ohoka, how/why the area has developed as it has.
  - The influence of and need to give effect to the Canterbury Regional Policy Statement (CRPS) and its strategic environmental goals.
  - The National Policy Statement on Urban Development (NPS-UD) impacts and the Greater Christchurch Partnership goals.
  - The environmental constraints created by a high water-table and potential for future high rainfall and flooding events resulting from climate change.
  - Issues in relation to infrastructure and services availability.
  - The desirability of creating another semi-rural urban centre.
  - Transport links
  - The creation of additional commercial development and retail distribution.
  - Public feedback members may have received in relation to the matter.
- 4.3 The Council was assisted by an independent expert to draft its submission and is now requested to approve it before it is lodged with the Council Planning Unit.
- 4.4 Once submissions have closed and processed, the Council will prepare and publicly notify a summary of the submissions. All the submissions will be available for public inspection on line. There will be an opportunity for certain persons to make a further submission in support of, or in opposition to, any of these submissions. A Council hearing, involving independent Commissioners will then be arranged to consider all submissions, and decisions will be made. Anyone who has made a submission will have the right to attend the hearings and present their submission should they wish to do so. Generally, anyone who has made a submission also has the right of appeal against a Council decision to the Environment Court.
- 4.5 It should be noted that there are implications on community wellbeing by the issues and options that are the subject matter of this report. The community has the right to submit on Private Plan Change 31.
- 4.6 The Management Team have reviewed this report.

## 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. However, they have the right to submit comments through the formal submission process.

### 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, being residents of the Ohoka Community.

### 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 and have the right to submit comments through the formal submission process. The Council used a Friend of Submitter process to provide independent support for anyone who wanted to submit on Private Plan Change request.

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

### 6.2 **Financial Implications**

There are financial implications of the decisions sought by this report. The costs associated with the formation of the submission will be funded from operational budgets. It is estimated that the cost for compiling submission and preparation for a hearing will be in the vicinity of \$30,000. This budget is not included in the Council's Annual Plan/Long Term Plan.

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

The recommendations in this report do not have sustainability and/or climate change impacts, however the outcomes of any planning decision will have environmental impacts.

### 6.3 **Risk Management**

There are not risks arising from the adoption/implementation of the recommendations in this report, as it is a submission conveying views of the Council (incorporating some public views), noting the process of the Plan Change is through Resource Management legislation.

### 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 a matter of significance in terms of the Council's Significance and Engagement Policy.

### 7.2 **Authorising Legislation**

Resource Management Act 1991  
Waimakariri District Plan

### 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 Council has the right to submit to Resource Management matters.

**WAIMAKARIRI DISTRICT COUNCIL**

**REPORT FOR DECISION**

**FILE NO and TRIM NO:** RGN-05-27 / 220720123275

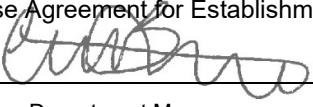
**REPORT TO:** COUNCIL

**DATE OF MEETING:** 2 August 2022

**AUTHOR(S):** Duncan Roxborough, Implementation Project Manager – District Regeneration.

**SUBJECT:** Huria Reserve Heritage & Mahinga Kai Area  
Lease Agreement for Establishment of co-governance arrangements

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

  
Department Manager

  
Acting Chief Executive

**1. SUMMARY**

- 1.1 The purpose of this report is to seek Council approval of the terms of the Lease Agreement that establishes the co-governance entity and arrangements for the Huria Reserve Heritage & Mahinga Kai development in the Kaiapoi South regeneration area; and to delegate to staff to enter into the lease agreement with Te Kōhaka o Tūhaitara Trust.
- 1.2 Following previous engagement with the Mahi Tahi Joint Development Committee and Council, it was resolved that co-governance for the project would be provided via the existing partnership between Waimakariri District Council and Ngāi Tūāhuriri through the Te Kōhaka o Tūhaitara Trust. This was planned to be formalised through amendment or additions to existing Trust Deed (as required) and establishment of a lease for the council-owned land, which set out the terms of the agreement.
- 1.3 A Joint Working Group was also established, comprised of representatives from each of the key stakeholders, to undertake the planning and design of the reserve, and report and provide advice and recommendations to Te Kōhaka o Tūhaitara Trust for key decision making. The Joint Working Group has been functioning since October 2021.
- 1.4 Upon approval of the recommendations in this report, the existing council budget will be transferred to Te Kōhaka o Tūhaitara Trust, which will administer the funds to deliver and operate the new reserve development.

Attachments:

- i. Draft Deed of Lease & Associated Schedules (Trim: 220721124364)

**2. RECOMMENDATION**

**THAT** the Council:

- (a) **Receives** Report No. 220720123275.
- (b) **Approves** the terms of the Deed of Lease agreement for the Huria Reserve Heritage & Mahinga Kai reserve development as attached to this report.
- (c) **Delegates** to the Acting Chief Executive to enter into this lease agreement with Te Kōhaka o Tūhaitara Trust, subject to staff receiving approval from LINZ (as agents of the Crown who have an ongoing interest in the land) to enter into a lease agreement.

- (d) **Notes** that design, procurement and physical development works are already underway on the project, currently being led by WDC staff and funded directly by WDC in the absence of the completed formal lease agreement, utilising the existing capital project budgets (\$1.74m total multi-year budget).
- (e) **Notes** that a staged transfer of the forecast remaining Regeneration Activity budgets (multi-year of approx \$1.42m total remaining) for the Heritage & Mahinga Kai project to Te Kōhaka o Tūhaitara Trust will be made, for the purposes of implementation of the reserve development project and its initial operation; and this provision is included in the terms of the lease (subject to ongoing ratification of future years' spend in future Annual Plan processes).
- (f) **Approves** the transfer of up to **\$440,000** of existing Council project budget to the Trust for the 2022/23 year activity (final amount to be confirmed via the Trust Statement of Intent) for the second year of the programme physical works, noting that this comes from existing 22/23 project budget once forecast final carryovers and current WDC commitments are allowed for.
- (g) **Notes** that the Kaiapoi-Tuahiwi Community Board retain an interest in the reserve development and will be involved/consulted in key stakeholder design decision making by and through the WDC representative on the Joint Working Group.
- (h) **Notes** that whilst Council will retain ownership of the land, Te Kōhaka o Tūhaitara Trust will be responsible for implementation works, operational matters and associated costs, and will be submitting reports to Council on progress and seeking funding for ongoing operations costs beyond the project development phase.
- (i) **Circulates** this report to the Kaiapoi-Tuahiwi Community Board.
- (j) **Circulates** this report to the Mahi Tahi Joint Development Committee.

### 3. **BACKGROUND**

- 3.1 The Canterbury Earthquakes of 2010 and 2011 resulted in significant damage to Kaiapoi, and the coastal townships of The Pines Beach and Kairaki. Approximately 100 hectares of land was red zoned, directly affecting 1000 households, with wider effects on the physical, social, cultural and economic landscape.
- 3.2 The Waimakariri District Council (WDC) worked closely with the Department of the Prime Minister and Cabinet, Environment Canterbury, Te Rūnanga o Ngāi Tāhu and Te Ngāi Tūāhuriri Rūnanga, and the Kaiapoi community to prepare a Recovery Plan. The Waimakariri Residential Red Zone Recovery Plan was approved by the Government in December 2016 (the 'Recovery Plan').
- 3.3 The Government transferred the ownership of most of the red zone land to Council in 2018. The remainder of the land (in The Pines Beach and Kairaki) was transferred to Te Kōhaka o Tūhaitara Trust (TKOT). Since then WDC has been working to implement the Recovery Plan on its land by putting in place the proposed land uses and activities. The TKOT Original Trust Deed has also been amended previously to account for the former Red Zone lands divested by Crown to TKOT.
- 3.4 During the development of the Recovery Plan, Ngāi Tāhu identified land on the margins of the Kaiapoi River, Courtenay Stream and Courtenay Lake as culturally significant, particularly for mahinga kai. In recognition of this, the Recovery Plan includes an eight hectare public reserve set aside for heritage and mahinga kai purposes (refer excerpt from Recovery Plan maps in Figure 1).



Figure 1: Kaiapoi South Regeneration area diagram showing HMK area

- 3.5 The Heritage & Mahinga Kai Area (HMK) is a partnership between the Waimakariri District Council and mana whenua, Ngāi Tūāhuriri, and is considered to be a key regeneration project. The Recovery Plan Implementation Framework (prepared by Land Information New Zealand in June 2017) requires that the Council “work with mana whenua to confirm governance and management arrangements” for the HMK Area and then to work “to prepare concept plans, detailed design work and costings”.

- 3.6 Further information regarding the site, the objectives and scope of the project, and summary of planning works to date was provided in a previous report (Trim: 210908143458).
- 3.7 The Heritage and Mahinga Kai area was assigned the name ‘Huria Reserve” by the Kaiapoi-Tuahiwi Community Board following extensive consultation with the Rūnanga and via Mahaanui Kurataiao Ltd (MKT). The name was re-confirmed by Mahi Tahī Committee at the 24 August 2021 meeting.
- 3.8 Options for establishment of co-governance were considered in the previous report to Mahi Tahī Committee and Council in August 2021. It was resolved that co-governance for the project would be provided via the existing partnership between Waimakariri District Council and Ngāi Tūāhuriri through the Te Kōhaka o Tūhaitara Trust. This was resolved to be formalised through amendment or additions to existing Trust Deed (as required) and establishment of a lease for the council-owned land, which set out the terms of the agreement.
- 3.9 Design and physical works have already commenced on the project, in advance of the lease agreement being formalised. These first stage works are being implemented by WDC staff, with oversight by the Joint Working Group, using the existing WDC capital project budget and the WDC standard processes. These works are funded from the existing WDC capital project budget (\$1.74m multi-year budget – refer to section 6.1), and will effectively reduce the amount of overall project budget that is ultimately transferred to TKOT under the lease agreement. This is covered further in section 6.
- 3.10 The co-governance framework is summarised in Figure 2 (reproduced from previous report Trim: 210908143458).

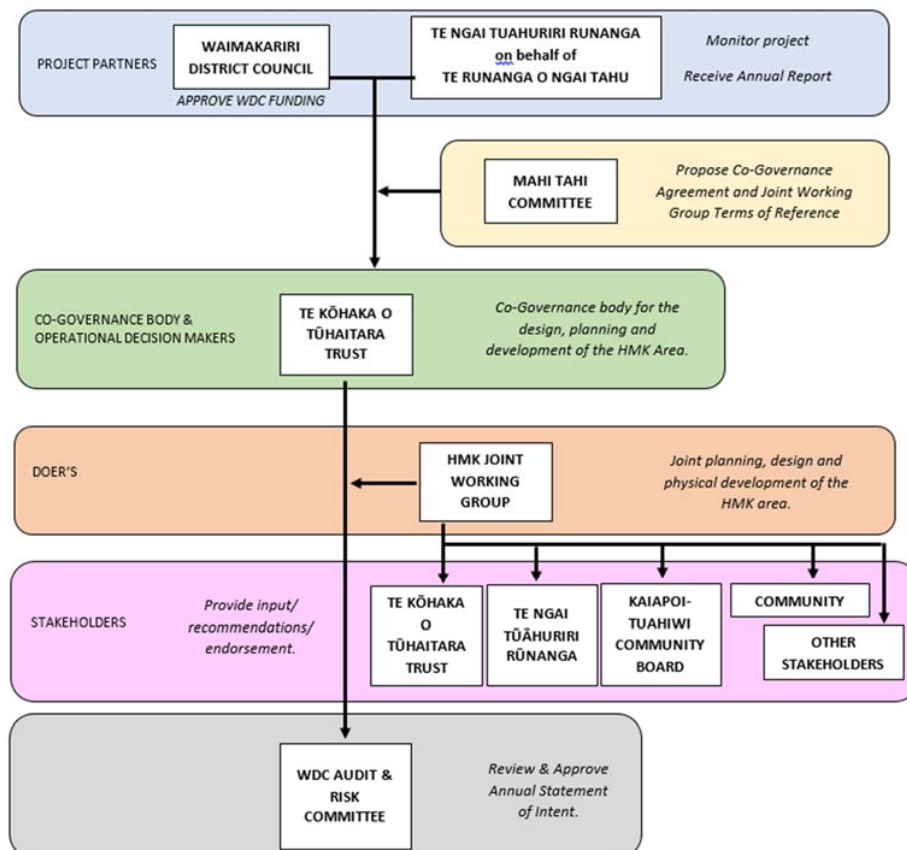


Figure 2: Co-governance framework for HMK Project



#### 4. ISSUES AND OPTIONS

##### **Lease Agreement Terms**

- 4.1. Staff engaged with solicitors Corcoran French to create a draft lease agreement, including suitable terms and conditions, to facilitate the handover of the project to TKOT. This Draft Deed of Lease is included as an attachment to this report ('draft lease').
- 4.2. The draft lease agreement (and the supporting schedules) and Terms of Reference for the Joint Working Group set out parameters around the usage of the land, objectives and purpose of the project and lease agreement, definitions and areas of the lease and wider interest areas, legal terms, as well as detailed operational matters related to implementation project management and ongoing operations. This includes details around how plans will be developed, who the key stakeholders are and how they will be involved, accountability reporting, and how existing budgets and expenditure will be managed. The intent is to set up a framework for how the project is handed over and how WDC intend to stay involved, whilst handing over the principal decision making and implementation to the co-governance entity. The lease agreement aims to strike the right balance to ensure effect is given to co-governance by TKOT.
- 4.3. The draft lease terms were reviewed by WDC staff and the General Manager of the Tūhaitara Coastal Park. The draft lease agreement was then reviewed by the Trust at their meeting of 6 July 2022; the Trust resolved to accept the terms of the draft Deed of Lease. A copy of the draft Deed of Lease (as reviewed by the Trust) is attached to this report.
- 4.4. The draft lease includes attachments included as 'schedules' to the lease agreement. These include necessary items like the legal descriptions of the area subject to the lease, as well as the associated adjacent areas of interest that the reserve design and operations should also consider and include where appropriate. The wider area of interest for the Heritage and Mahinga Kai project potentially extends beyond the formal bounds of the Huria Reserve (the Heritage and Mahinga Kai area as defined in the Recovery Plan). The lease agreement notes that there are different decision making and governance arrangements for these areas; for example, the NCF Park reserve, Courtenay lake, stream and esplanade linkages, Courtenay drainage reserve area etc.
- 4.5. Through encumbrances in the land divestment agreement between Crown and WDC, which are also noted on the titles for the associated HMK land; WDC have an ongoing obligation to ensure that the land uses as defined in the Recovery Plan are implemented and the land is used for its intended purpose. There is also an obligation for WDC to seek approval of the Crown, via their agents Land Information New Zealand (LINZ), before leasing or selling areas of Regeneration land. Staff will seek approval from LINZ once the draft lease terms are agreed, and the final execution of the agreement will be conditional on receiving this prior approval from LINZ.
- 4.6. Once Council approve the terms of the draft lease, the next key steps in finalising and formalising the agreement would be:
  - i. Staff seeking LINZ approval of issue of a lease, on the approved terms
  - ii. Staff update the schedule of legal descriptions – to support the HMK Area Map (work in progress)

- iii. Staff sign the lease agreement, under delegation from Council, once LINZ approval received
- iv. Staff send signed agreement back to the Trust to counter-sign the agreement
- v. TKOT submit statement of intent
- vi. WDC transfer appropriate level of budget for 2022/23 financial year, in line with the statement of intent, to TKOT

4.7. Some key elements of the agreement:

- TKOT take responsibility for implementation of the project – including planning, consenting/regulatory, design, procurement, construction, project management, and handover
- TKOT take responsibility for the operation of the reserve area (with minor exception around open areas grass mowing)
- WDC retain ownership of the land
- WDC retain ownership of the assets created by the project
- WDC transfer the existing project budget, in a staged fashion year by year. TKOT take responsibility for planning and budgeting, in accordance with their staged development plan
- TKOT are required to provide annual statement of Intent and Accountability reporting
- The budget that WDC transfer to TKOT for the project must be used exclusively for the project and not other areas of TKOT operations.
- Public access to the reserve is assured – with minor exception (e.g. for safety during construction works)
- TKOT may seek additional external funding for the development and operation of the reserve.
- WDC interests in the design and implementation of a quality development are maintained through ongoing representation on the Joint Working group, and representation at the Trust.
- The views of the Kaiapoi Tuahiwi Community Board will be represented via the WDC rep on the Joint Working Group.
- The areas that the lease agreement and its specific co-governance arrangement applies to is limited to the HMK land-use area as defined in the Recovery Plan, although it is noted that the Heritage and Mahinga Kai project and its development also has a wider area of interest particularly along adjoining waterway and recreation reserve edges.
- Decision making and governance for adjacent land within the 'wider area of interest' for Heritage and Mahinga Kai, but outside of the HMK land use area as defined in the Recovery Plan, is subject to different process.
- The Kaikanui Aqualand activity lease area is acknowledged and the HMK designs, implementation and operations must consider the aqua-park activity and be flexible enough to change if the Aqualand activity either ceases or extends beyond its initial term of lease.

### **Council ongoing inputs**

- 4.8. Council would have a number of ongoing inputs to the project beyond the staff involvement in the Joint Working Group.
- 4.9. The Audit and Risk Committee would receive and approve the Annual Statement of Intent; and Council would monitor annual budget and expenditure in accordance with the Statement of Intent. Any approvals of ongoing future years' budget transfer would be subject to budget re-confirmation through the Council's Annual Plan process.

- 4.10. Council remains the underlying land owner of the Heritage and Mahinga Kai Area. Council would undertake to draft and issue a lease to Te Kōhaka o Tūhaitara Trust for the Heritage & Mahinga Kai area. The lease would include appropriate terms along the lines of the proposed co-governance framework proposed in this report, and would form a key part of the agreement between WDC and TKOT to include the HMK project into the scope of TKOT responsibilities.
- 4.11. Council would also be responsible to declare Heritage and Mahinga Kai Area as reserve under the Reserves Act, utilising the work of the Joint Working Group.
- 4.12. Council would remain the owner of the new assets created in the HMK area.
- 4.13. Council staff would (through Council) draft proposed amendments (if required) to the existing TKOT Trust Deed to give effect to the recommendations in this report, if approved. At the time of writing this report, the most recently updated version of the Trust Deed has not had specific review to establish if further changes are needed in order to accommodate the HMK lease agreement and its objectives.
- 4.14. Council have other / ongoing project works on adjacent land – e.g. the rural area, key recreation and ecological linkages at Courtenay esplanade, and the Kaiapoi community hub on the opposite site of Courtenay Drive.

**Implications for Community Wellbeing**

- 4.15. There are not implications on community wellbeing by the issues and options that are the subject matter of this report. Community Wellbeing implications have generally been considered through previous decision making regarding the Recovery Plan development and the HMK project planning and co-governance establishment.

The terms of the lease that is being considered within this report ensures that public retain suitable access rights to the reserve land.

- 4.16. 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. Mana whenua are a key partner in the HMK project and are involved in establishment of the key recommendations in this report.

For the purposes of this specific report, mana whenua interests have been represented by the views of TKOT, through previous delegation.

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

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

5.2.2. Some of these groups include:

Group	Interest	
Land Information NZ	As agents of the Crown, LINZ are monitoring the regeneration projects' implementation in accordance with the Recovery plan and Implementation Framework, and are required to approve any lease or licence issued under the terms of the land divestment agreement between WDC and the Crown.	
Environment Canterbury	Project site proximity to waterways and flood protection schemes, from a regulatory and management perspective. Also via their staff participation in the Joint Working Group	
White baiters / fishers / Fish and Game	The project site is bounded by the Kaiapoi River and Courtenay Stream, and is bisected by a key accessway to popular fishing and mahinga kai areas.	
AqualandNZ	Developing aquaplay facility at Courtenay lake, that partly bisects the site	
Kaiapoi Community Hub partners	i.e. Satisfy food Rescue / Food Secure North Canterbury (including Kaiapoi Food Forest Trust), Kaiapoi Menz Shed, Kaiapoi Croquet Club – who are partners in proposed development opposite the HMK site	
Others	Other groups who may be interested: <ul style="list-style-type: none"> <li>• External funding agencies</li> <li>• Carbon farming industry</li> <li>• Corporates (sponsorship, carbon emissions offset)</li> </ul>	

5.2.3. The three-waters department of WDC would have a particular interest in the project, due to proximity to existing NCF drainage reserve and the need to integrate the HMK development with the existing drainage reserve and water bodies. The HMK development could integrate stormwater drainage and treatment facilities and improvements within the reserve design and management, and also could provide ongoing educational opportunities.

5.2.4. Within council there are a number of other working groups, initiatives or committees that may have an interest in the HMK project due to other synergies, including for example:

- Arohatia Te Awa programme
- Walking and cycling Strategy
- Indigenous and native biodiversity

- 5.2.5. The Joint Working Group will need to consider the views and appropriate level of engagement with all of these (and any other relevant) groups or organisations.

### 5.3. **Wider Community**

- 5.3.1. The wider community is likely to be affected by, or to have an interest in the subject matter of this report.
- 5.3.2. Extensive consultation was undertaken with the community during the 'Lets Talk' and 'Lets Plan' phases of the on the Recovery Plan development. Further community consultation was undertaken during the development of the Kaiapoi Regeneration areas Reserves Master Plan, which was adopted in 2018. These consultations included the HMK area.
- 5.3.3. Decisions around and responsibility for ongoing community consultation as the HMK reserve design progresses will now be within the remit of TKOT. If any element of development extends to adjoining reserve areas (e.g. NCF Park, Courtenay drainage reserve), then different decision-making process applies and it is likely that community consultation make be required or desirable, and WDC would be more specifically involved in this case.
- 5.3.4. The Kaiapoi-Tuahivi Community Board retain a significant interest in the project and continue to be a key stakeholder on behalf of the local community and as the entity providing key governance of the remainder of the regeneration projects. The community board will be consulted and kept informed of design decision making through the design phase of the project.

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

### 6.1. **Financial Implications**

- 6.1.1. There are financial implications of the decisions sought by this report, although the decisions within this report do not commit council to additional expenditure beyond existing approved budgets.

- 6.1.2. Council already have budget assigned to the project for development of the HMK reserve, and initial maintenance during the development phase of the project.

The WDC budgets in the 2021/22 Long Term Plan are shown in Table1. The budgets were retained in the 2022/23 Annual Plan, with no changes except for inflation.

*Table 1: Current WDC LTP budgets for HMK*

Year	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Budget	\$437,360	\$327,360	\$327,360	\$327,360	\$327,360	\$1,746,800

- 6.1.3. Under the co-governance arrangement, WDC will assign the budget to TKOT once the lease agreement is in place. The budgets will be assigned over on a year-by-year basis, for TKOT management on a year-to-year planning and reporting basis. Confirmation of yearly budgets (and transfer to TKOT) beyond the first two years (i.e. beyond the 2022/23 year) will be subject to ongoing future Council Annual Plan process, and this is also noted within the terms of the lease.
- 6.1.4. The terms of the lease agreement set out that the HMK budget assigned must be 'ring-fenced' and used solely for the development and initial management of the HMK area; including management, design, construction, and maintenance activities specifically on the HMK project and during the development phase of the

project. It would not be used for the Coastal Park or other TKOT projects (e.g. Kairaki or other conservation management areas).

- 6.1.5. The net transfer of budget would be the full multi-year budget, with reduction for any actual costs to date against the budgets at time of transfer/assignment. The work to date has been paid for directly by WDC from the existing capital budgets. This includes some contract works already underway and uncompleted at the time of this report.
- 6.1.6. As at the time of writing this report; the costs to date on the budget (in the 2021/22 financial year) are shown in the table below. Allowing also for WDC current purchase orders, contract commitments, and work in progress expected to be paid in the next two months; the total expenditure forecast for current WDC-engaged works is approximately forecast to be \$324,337 (= [B] + [C]).

The overall total budget remaining to transfer (all future years) to TKOT is therefore forecast approximately **\$1,422,463** (= \$1,746,800 - \$324,337).

*Table 2: Summary of current FY budget and expenditure estimate before handover*

Year	Budget [A]	Actuals to date (end of 21/22 FY) [B]	Estimated further commitments & expenditure to transfer point (notionally end of August 2022) [C]	Estimated Remaining 21/22 budget <u>unspent/ uncommitted</u> at handover point (21/22 year only) [D]
2021/22	\$437,360	\$157,337	\$167,000	\$113,023
	Includes carryover from 20/21	Includes WIP carryover from 20/21	Includes work to sort co-gov, lease agreement etc, and to complete contract 22/17 (\$125k estimate)	

- 6.1.7. The notional amount available to transfer to TKOT for their first year of implementation under the lease agreement (i.e. the second overall year of design and physical works), is approximately **\$440,000**, as summarized below. In this table, WDC expenditure and commitments is shown in the financial year it will fall within.

*Table 3: Summary of budget forecast available to handover for TKOT first year of lease term*

	2021/22	2022/23
LTP Budget (excl carryover)	\$437,360	\$327,360
Carryover from prev yr	(included)	\$280,023
Actuals	(\$157,337)	0
Forecast WDC commitments	(n/a)	(\$167,000)
Balance	\$280,023	<b>\$440,383</b>
	Net forecast overall balance to Carryover to 22/23	<b>Available balance for First year budget transfer to TKOT</b>

- 6.1.8. It is therefore recommended that Council in advance approve in-principle up to \$440,000 of 2022/23 year HMK capital budget transfer to TKOT, with the final amount required subject to confirmation by the Trust in their Statement of Intent.
- 6.1.9. Whilst the design activity is generally undertaken via the Joint Working Group; the project budget can be used for engagement of design consultants and other expertise as required, as well as development costs, and potentially initial operations costs while the initial reserve establishment is completed.
- 6.1.10. Regeneration team staff time is generally charged directly to capital projects ledgers, and the WDC Regeneration activity budgets in the LTP are based around this principle (whereby Regeneration operational budgets do not cover full staff salary costs). Under these proposed arrangements for the HMK development; WDC would need to invoice TKOT direct for staff time inputs to the Joint Working Group once the budget is handed over.
- 6.1.11. TKOT would be required to include specific reporting annually to Audit & Risk Committee and Council on the HMK budget and expenditure, in addition to their current routine reporting on general Trust matters.
- 6.1.12. As landowner, WDC will assume responsibility for rates payments on the lands. WDC will continue to undertake mowing of open grass areas within the HMK area, in conjunction with our adjoining reserves and open spaces. This is already included in existing WDC Recreation budgets. Any other operational costs for the HMK area are the responsibility of TKOT under the terms of the lease. Once the land is vested as reserve, the rates payments will reduce.
- 6.1.13. As managers of the HMK area, TKOT would be responsible for promotions and management of any events that occur in the reserve.
- 6.1.14. There will likely be ongoing opportunities for seeking external funding to support the development of the reserve, its management, and for promotion and holding of events in the reserve areas. This will be one of the TKOT aims and responsibilities through the proposed agreement.

#### **Sustainability and Climate Change Impacts**

- 6.1.15. The recommendations in this report do not have sustainability and/or climate change impacts.
- 6.1.16. The HMK development will involve a large degree of planting of native trees and shrubs. As such; there will be a number of environmental and biodiversity benefits. There may also be opportunities for carbon credits for the owner (in this case WDC would retain the rights to any carbon credits arising from the reserve development).
- 6.1.17. The area is vulnerable to flooding from the adjacent Courtenay Stream including potential surcharge also from the tidal Kaiapoi River. Long-term climate change effects could potentially result in increased occurrence of flood events (due to sea level rise and changes in weather patterns), and increased ground water levels and salinity. The design for the reserve will take the flood risk into account, for example when selecting suitable species

#### **6.2. Risk Management**

- 6.2.1. There are risks arising from the adoption/implementation of the recommendations in this report. The risks have been discussed in previous reports regarding the project and the co-governance proposals.
- 6.2.2. The lease terms have specific provisions around risk allocation and management, and responsibilities and obligations of TKOT in implementing and operating the reserve development. The lease also includes provisions for winding up of the

agreement, default, and the like; to protect the respective interests of the parties to the agreement.

- 6.2.3. Implementation of the lease agreement involves a degree of transfer of project risk to TKOT. Development of the HMK area through the lease arrangement is a conscious departure from usual business by WDC. In this case there is no obligation for TKOT to follow all of the WDC standard processes and policy that would normally apply if WDC were leading the project (e.g. procurement, contract management, safe working in the field etc). Some elements of WDC 'policy' still apply however, such as the WDC Engineering Code of Practice where applicable – e.g. to built civil infrastructure works.
- 6.2.4. As custodians and managers of the HMK area (under the lease), TKOT would take overall responsibility for health and safety management of activities within the reserve, during both construction phase and ongoing operations. TKOT would become the PCBU for the HMK reserve.
- 6.2.5. Construction phase risks would need to be considered TKOT and by the Joint Working Group during design phase. Risks associated with construction and development works in the general regeneration areas have been managed by the district Regeneration team, and the assessments scheduled in the WDC Risk Register will be shared with TKOT via the Joint Working Group.
- 6.2.6. The lease has specific terms requiring suitable levels of public liability insurance to be held by the Trust.
- 6.2.7. WDC ongoing interest in terms of value for money, and quality construction outcomes, are aimed to be achieved via the WDC representative's ongoing involvement on the Joint Working Group, including the WDC rep undertaking their own construction monitoring on behalf of WDC (as the project funder and assets owner).
- 6.2.8. Commitment of future years planned budgets (and transfer to TKOT) beyond the first two years will be subject to ongoing future Council Annual Plan processes, and this is also noted within the terms of the lease.

### **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**

Local Government Act 2002

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

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

- Effect is given to the principles of the Treaty of Waitangi
- There are wide ranging opportunities for people to contribute to the decision making that affects our District
- There is a healthy and sustainable environment for all



- Indigenous flora and fauna, and their habitats, especially Significant Natural Areas are protected and enhanced
- The community's cultures, arts and heritage are conserved, developed and celebrated
- Public spaces and facilities are plentiful, accessible and high quality, and reflect cultural identity
- The distinctive character of our takiwā - towns, villages and rural areas is maintained, developed and celebrated

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

7.4.1. The Council hold the delegation for establishment of the co-governance arrangements for the Heritage & Mahinga Kai project.

7.4.2. The land divestment agreement between Waimakariri District Council and the Crown (via LINZ as the agent representing) impose a number of conditions and covenants on the Council and any partners or users of the regeneration land.

**WAIMAKARIRI DISTRICT COUNCIL  
("WDC")**

and

**TE KŌHAKA O TŪHAITARA TRUST  
("TKOT Trust")**

**DEED OF LEASE OF  
HURIA RESERVE  
HERITAGE AND MAHINGA  
KAI AREA**

  
**CORCORAN  
FRENCH**  
lawyers

## Contents

PARTIES .....	4
BACKGROUND .....	4
PARTICULARS OF LEASE .....	5
SCHEDULE A .....	8
1. INTERPRETATION .....	8
2. RENT .....	11
3. OUTGOINGS AND PAYMENTS .....	11
4. GST .....	11
5. HOLDING OVER .....	11
6. CAPACITY .....	11
7. RESPONSIBILITIES OF TKOT TRUST .....	12
8. JOINT WORKING GROUP .....	13
9. RESPONSIBILITIES OF WDC .....	14
10. FUNDING .....	15
11. HMK AREA WORKS .....	16
12. DECLARATION OF HMK AREA AS RECREATION RESERVE .....	17
13. USE OF THE HMK AREA AND RESTRICTIONS ON USE .....	18
14. AQUAPARK AREA .....	19
15. COMPLIANCE WITH ENACTMENTS .....	19
16. COMPLIANCE WITH EASEMENTS .....	20
17. ASSIGNMENT AND SUBLEASING .....	20
18. WDC'S RIGHTS OF ENTRY AND PUBLIC ACCESS .....	20
19. INSURANCE .....	21
20. DAMAGE OR DESTRUCTION .....	21
21. NO LIMITATION TO INSURANCE MONEYS .....	21
22. INABILITY TO REINSTATE OR REPAIR .....	21
23. NO COMPENSATION FOLLOWING DESTRUCTION .....	22
24. INDEMNITY .....	22
25. ESSENTIAL TERMS .....	22
26. COMPENSATION .....	22
27. DEFAULT .....	23
28. RESOLUTION OF DISPUTES .....	24
29. NOTICES .....	24
30. LEGAL COSTS .....	25
31. HEALTH AND SAFETY .....	25
32. NO WARRANTY .....	25

33. PUBLIC LIABILITY..... 26

34. GENERAL..... 26

SCHEDULE B ..... 28

SCHEDULE C ..... 29

SCHEDULE D ..... 30

SCHEDULE E..... 31

Draft

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

## **PARTIES**

- 1. WAIMAKARIRI DISTRICT COUNCIL (“WDC”)**
- 2. TE KŌHAKA O TŪHAITARA TRUST (“TKOT Trust”)**

## **BACKGROUND**

- A WDC is the registered owner of the HMK Area described in the Particulars of Lease.
- B TKOT Trust is a charitable trust established by WDC and Te Rūnanga o Ngāi Tahu pursuant to the TKOT Trust Deed for the purpose of ensuring that certain land is managed and administered in the interests of Ngāi Tahu Whanui and other New Zealanders as recreation reserve in terms of the Reserves Act.
- C WDC and Te Rūnanga o Ngāi Tahu have agreed to utilise their existing partnership through the TKOT Trust as the basis for establishing co-governance arrangements for the HMK Area.
- D WDC wishes to grant to TKOT Trust a lease in respect of the HMK Area and TKOT Trust wishes to take a lease of the HMK Area on the terms and conditions contained in this Lease.
- E The parties intend to take such steps as are necessary to enable WDC to declare the HMK Area vested in it to be a recreation reserve in accordance with the relevant provisions of the Reserves Act.
- F TKOT Trust shall be responsible for the control and ongoing management of the HMK Area during the Term and the construction and implementation of the HMK Area Works, maintenance of the Existing Improvements and the HMK Improvements and other operational matters on and subject to the terms and conditions of this Lease, provided that the parties have agreed to establish the Joint Working Group and matters such as the overall planning and design of the HMK Area may be delegated by TKOT Trust to the Joint Working Group.
- G The parties have entered into this Lease to provide for the lease of the HMK Area to the TKOT Trust and matters relating to the control and management of the HMK Area and the implementation of the HMK Area Works.

**PARTICULARS OF LEASE**

<b>HMK Area</b>	The Huria Reserve Heritage and Mahinga Kai Area having a total approximate area of eight (8) hectares comprising part of the Kaiapoi South Regeneration Area situated on the margins of the Kaiapoi River and Courtenay Stream. The HMK Area is more specifically shown shaded in [colour] on the Location Plan attached at Schedule B to this Lease, [and the legal description of each of the parcels of land included within the HMK Area as at the Commencement Date is attached as Schedule C to this Lease]
<b>Term of Lease</b>	Thirty three (33) years from and including the Commencement Date
<b>Commencement Date</b>	8 August 2022 or such other date as the parties agree
<b>Expiry Date</b>	The date which is thirty three (33) years after the Commencement Date so that if the Commencement Date is 1 July 2022 then the Expiry Date will be 30 June 2055
<b>Annual Rent</b>	\$1.00 plus GST (if any) per annum
<b>Permitted Use</b>	Public reserve that is set aside for Heritage and Mahinga Kai activities, including traditional Mahinga Kai activities, cultural and social activities, including natural play, education and learning, walking and cycling trails and a heritage trail
<b>Minimum Public Risk Insurance</b>	Ten million dollars (\$10,000,000.00)
<b>WDC's Address</b>	C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 Rangiora 7440
<b>TKOT Trust's postal address</b>	C/- Kay Rabe Te Kōhaka o Tūhaitara Trust Private Bag 1005 Rangiora 7440
<b>TKOT Trust's email address</b>	tkot@farmside.co.nz
<b>TKOT Trust's contact phone number</b>	03 313 1768
<b>Outgoings payable by WDC pursuant to clause 3.1 of this Lease</b>	(1) Rates or levies payable to any local or territorial authority (2) Operating expenses relating to the mowing of grass on land within the HMK Area

**The Parties Agree**

**By this Deed of Lease** WDC leases to TKOT Trust and TKOT Trust takes on lease the HMK Area 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 the Schedules to this Lease **AND** WDC and TKOT Trust acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

**SIGNED for and on behalf of** )  
**WAIMAKARIRI DISTRICT COUNCIL** )  
**by its Authorised Officer:** )

.....  
Name of Authorised Officer

.....  
Signature of Authorised Officer

in the presence of:

**WITNESS:**

Signature: .....

Name: .....

Occupation: .....

Residential Address: .....

**SIGNED for and on behalf of** )  
**TE KŌHAKA O TŪHAITARA TRUST** )  
**by:** )

.....  
Name of Chairperson

.....  
Signature of Chairperson

in the presence of:

**WITNESS:**

Signature: .....

Name: .....

Occupation: .....

Residential Address: .....

**SIGNED for and on behalf of** )  
**TE KŌHAKA O TŪHAITARA TRUST** )  
**by:** )

.....  
Name of Deputy Chairperson

.....  
Signature of Deputy Chairperson

in the presence of:

**WITNESS:**

Signature: .....

Name: .....

Occupation: .....

Residential Address: .....

Draft



**SCHEDULE A  
SPECIFIC TERMS**

**1. INTERPRETATION**

1.1. In this Lease unless the context indicates otherwise:

**“Annual Rent”** mean the annual rent specified in the Particulars of Lease;

**“Annual Report and Statement of Intent”** means the annual report and statement of intent in relation to the HMK Area which is approved by WDC prior to the commencement of each Year as contemplated by the terms of this Lease and which includes:

- (a) Details of the budget and funding plan required for that Year’s actions;
- (b) A summary of the previous Year’s activities and achievements; and
- (c) Any other financial information which WDC (acting reasonably) requires to be included in this document;

**“AquaPark Area”** means that area referred to as “Kaikanui Aqualand” and shown shaded in [colour] on the Location Plan;

**“AquaPark Licence”** means the licence to occupy dated 26 November 2021 entered into between WDC, the Trustees of the WHoW Charitable Trust and Aqualand New Zealand Limited relating to the occupation and use of the AquaPark Area for a floating inflatable waterpark, the final expiry date of such licence to occupy being 30 June 2027 (if the right of renewal is exercised) and subject to the provisions of clause 14;

**“Authority”** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the HMK Area or their use;

**“Commencement Date”** means the Commencement Date described in the Particulars of Lease;

**“Development Contributions”** has the same meaning as a development contribution as set out in section 197(2) of the Local Government Act 2002;

**“Existing Improvements”** has the meaning given to it in clause 9.2;

**“Expiry Date”** means the Expiry Date described in the Particulars of Lease;

**“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;

**“HMK Area”** means the Huria Reserve Heritage and Mahinga Kai Area described in the Particulars of Lease and includes all the HMK Improvements but, subject to clause 14.2, excludes the AquaPark Area;

**“HMK Area Master Plan”** means a master plan for the HMK Area, including a spatial plan, planting plan, the HMK Area Work Plan and such other plans as are contemplated by this Lease and further described in the JWG Terms of Reference, a draft of such master plan

being attached as Schedule D to this Lease;

**“HMK Area Reserves Management Plan”** means the reserves management plan to be developed by the Joint Working Group pursuant to the Reserves Act and which is further described in the JWG Terms of Reference;

**“HMK Area Works”** means all the construction and implementation works described in the HMK Area Work Plan;

**“HMK Area Work Plan”** means the work plan that covers staging, timing, implementation and procurement for the development of the HMK Area and which is included in the HMK Area Master Plan;

**“HMK Funds”** refers to funds which are allocated and budgeted for in the Annual Report and Statement of Intent in relation to the HMK Area;

**“HMK Improvements”** means all property assets situated in, or on the HMK Area which arise from the completion of the construction and implementation of the HMK Area Works, including all buildings, structures, improvements and all equipment developed, constructed or placed on the HMK Area during the Term (for example, paths, furniture, planting, boardwalks, signage and play equipment)[, provided that the parties may agree that certain property assets constructed or implemented outside the HMK Area but within the Kaiapoi South Regeneration Area as is contemplated in clause 10.4(c) are also deemed to be “HMK Improvements” for the purposes of this Lease];

**“HSW Act”** means the Health and Safety at Work Act 2015;

**“Joint Working Group”** means the Joint Working Group to be established pursuant to the terms of this Lease and having the objectives, parameters and scope of work described in clause 7 of this Lease and the JWG Terms of Reference;

**“JWG Terms of Reference”** means the draft Heritage and Mahinga Kai Joint Working Group Terms of Reference attached as Schedule E to this Lease (as amended, varied or replaced from time to time);

**“Kaiapoi South Regeneration Area”** means the land referred to as the Kaiapoi South Regeneration Area and shown shaded in [colour] on the Location Plan;

**“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;

**“Location Plan”** means the plan attached as Schedule B to this Lease which shows the location of various areas including without limitation the Kaiapoi South Regeneration Area, HMK Area and AquaPark Area;

**“Outgoings”** means all rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the HMK Area and includes the Outgoings items set out in the Schedule;

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

**“Reserves Act”** means the Reserves Act 1977;

**“Risk Assessment and Management Plan”** has the meaning given to it in clause 11.1;

**“Rūnanga Representative”** has the meaning given to it in clause 8.2;

**“Term”** means the term of this Lease as specified in the Particulars of Lease;

**“TKOT Trust”** includes the settlors and the trustees of the TKOT Trust and also includes TKOT Trust’s permitted assigns, employees, contractors and agents;

**["TKOT Trust Deed”** means the deed creating the Te Kōhaka o Tūhaitara Trust dated 31 August 1988 as amended by way of Deed dated 21 December 2001, Deed dated 11 May 2006 and Deed of Variation of Trust dated 3 November 2011];

**“TKOT Trust Representative”** has the meaning given to it in clause 7.2;

**“WDC”** means the person specified as WDC in the Particulars of Lease and includes WDC’s assigns and WDC’s employees, contractors and agents;

**“WDC Representative”** has the meaning given to it in clause 9.3;

**“Working Day”** has the meaning given to it in the Property Law Act 2007; and

**“Year”** means each year during the Term commencing on 1 July and ending on 30 June (or such other period or part year as applicable or as is approved by the parties) and **“First Year”** means the year commencing on 1 July 2022 and ending on 30 June 2023.

- 1.2. 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;
- 1.3. 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;
- 1.4. 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;
- 1.5. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.6. References to parties are references to parties to this Lease and include each party’s executors, administrators and successors;
- 1.7. 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;
- 1.8. Singular words include the plural and vice versa;
- 1.9. The terms specified in the schedules will be interpreted by reference to those schedules;
- 1.10. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease; and
- 1.11. 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. RENT**

- 2.1. TKOT Trust will pay the Annual Rent referred to in the Particulars of Lease annually in advance (if demanded by WDC).
- 2.2. TKOT Trust must pay any amounts payable by the TKOT Trust under this Lease to WDC without any deduction or set-off.

## **3. OUTGOINGS AND PAYMENTS**

- 3.1. WDC must pay all Outgoings referred to in the Particulars of Lease payable in respect of the HMK Area.
- 3.2. TKOT Trust must pay all costs and expenses (other than the Outgoings) relating to the control and ongoing management of the HMK Area, the construction and implementation of the HMK Area Works, maintenance of the Existing Improvements and the HMK Improvements and other operational matters during the Term.
- 3.3. Without limiting clause 3.2 above, TKOT Trust shall be liable (upon receipt of an invoice from WDC) to pay to WDC the applicable Development Contributions levied by WDC for any HMK Improvement constructed following the Commencement Date in accordance with WDC's development contributions policy adopted under section 102(1) of the Local Government Act 2002.

## **4. GST**

- 4.1. TKOT Trust must pay to WDC all GST payable on the Annual Rent and other money payable by TKOT Trust under this Lease. TKOT Trust must pay GST on the Annual Rent on each occasion when the Annual Rent falls due for payment and on any other money payable by TKOT Trust on demand.
- 4.2. If TKOT Trust fails to pay the Annual Rent or other money payable under this Lease (including GST) and WDC becomes liable to pay additional GST or penalty tax, then TKOT Trust must pay the additional tax or penalty tax to WDC on demand.

## **5. HOLDING OVER**

- 5.1. If, other than under the grant of a further lease, WDC permits TKOT Trust to remain in occupation of the HMK Area after the end or earlier termination of the Term, TKOT Trust will occupy the HMK Area pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and 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.

## **6. CAPACITY**

- 6.1. For the avoidance of doubt, TKOT Trust acknowledges that this Lease is entered into by WDC in its capacity as an owner of an interest in land and not as regulatory local authority. The two roles of Waimakariri District Council are different and any agreement, covenant, consent or approval given or made by Waimakariri District Council under or in relation to this

Lease is given or made in its capacity as an owner of an interest in land and does not waive any requirement for, or imply, Waimakariri District Council's consent or approval in its capacity as a regulatory local authority, nor fetter, restrict, or usurp the discretion of Waimakariri District Council in the performance of its functions in its capacity as a regulatory local authority.

## **7. RESPONSIBILITIES OF TKOT TRUST**

7.1. Subject to the terms of this Lease and the TKOT Trust Deed, TKOT Trust shall be directly responsible for the development, control and management of the HMK Area during the Term, including being responsible for the construction and implementation of the HMK Area Works, the maintenance of the HMK Improvements and the Existing Improvements and all related operational matters. The key powers, duties and responsibilities of TKOT Trust shall include:

- (a) Approval of the final version of the HMK Area Master Plan developed by the Joint Working Group after taking into account relevant feedback and recommendations from stakeholders;
- (b) Approval of the final version of the HMK Area Reserves Management Plan developed by the Joint Working Group after taking into account relevant feedback and recommendations from stakeholders;
- (c) Implementation of the HMK Area Master Plan and the HMK Area Reserves Management Plan, including design, procurement, contract management, construction and implementation of the HMK Area Works, the maintenance of the HMK Improvements and the Existing Improvements as is described further in clause 11.6 and all related operational matters;
- (d) Preparation of an Annual Report and Statement of Intent for each Year and submission of such Annual Report and Statement of Intent to WDC's Audit and Risk Committee for expenditure approval at least 60 Working Days prior to the commencement of each Year;
- (e) Receive the HMK Funds which WDC transfers to TKOT Trust by WDC in each Year and ensure such HMK Funds are used in accordance with the purposes set out in clause 10.4 and are not used for any other purpose; and
- (f) Actively seek funding from third parties as and when required for the ongoing development and operational costs relating to the HMK Area.

7.2. TKOT Trust shall appoint, remove and replace one person as the TKOT Trust representative on the Joint Working Group, such person having expertise in operational and implementation matters ("**TKOT Trust Representative**").

7.3. The parties acknowledge that TKOT Trust intends to engage certain persons on a full-time or part-time basis as rangers to work on the construction and implementation of the HMK Area Works or to assist with its other responsibilities under this Lease. TKOT Trust shall keep accurate records of the time such rangers are engaged in work relating to the HMK Area and TKOT Trust shall utilise the HMK Funds available to TKOT Trust in respect of paying the rangers for this work only. Any work carried out by these rangers on other TKOT Trust projects or activities unrelated to the HMK Area shall be paid for by TKOT Trust at its own expense.

- 7.4. TKOT Trust must promptly provide WDC with all information relating to each HMK Improvement developed or constructed during the Term upon completion of that HMK Improvement or upon WDC's request (including without limitation, all "as-built" plans, drawings, specifications and information for buildings or structures, valuations, survey plans).
- 7.5. Subject to any restrictions in the terms of this Lease or the terms of the TKOT Trust Deed, TKOT Trust may delegate to the Joint Working Group, any of its powers, duties or responsibilities under this Lease in addition to the matters contemplated in this clause 7.

## 8. JOINT WORKING GROUP

- 8.1. Subject to the terms of this Lease and the JWG Terms of Reference, the Joint Working Group is responsible for the overall planning and design of the HMK Area and such other matters as are delegated by the TKOT Trust to the Joint Working Group from time to time pursuant to clause 7.5. The Joint Working Group will adopt a collaborative design-led approach as the methodology to design and plan the HMK Area. The key contributions and responsibilities of the Joint Working Group shall include:

- (a) Preparation of the HMK Area Master Plan and submission to TKOT Trust for approval;
- (b) Preparation of the HMK Area Reserves Management Plan and submission to TKOT Trust for approval;
- (c) Provision of bi-monthly progress reports to TKOT Trust reporting on progress and making recommendations and proposals for decision by TKOT Trust on key issues relating to the HMK Area;
- (d) Provision of information to support the preparation by TKOT Trust of an Annual Report and Statement of Intent for each Year;
- (e) Authority to issue works and purchase orders for the HMK Area Works in accordance with the HMK Area Work Plan and any expenditure plans approved by WDC from time to time including as referred to in clause 10 of this Lease; and
- (f) Engagement of external consultants as contemplated by clause 8.7;
- (g) Such other contributions and responsibilities as are set out in the JWG Terms of Reference and in particular clause 6 (Objectives) and clause 7 (Outcomes) of the JWG Terms of Reference.

- 8.2. The Joint Working Group shall comprise three members, being:

- (a) the TKOT Trust Representative appointed pursuant to clause 7.2;
- (b) the WDC Representative appointed pursuant to clause 9.3; and
- (c) one person who shall be appointed, removed or replaced by Te Ngāi Tūāhuriri Rūnanga, such person having expertise in issues relating to mahinga kai and cultural values ("**Rūnanga Representative**").

- 8.3. The quorum necessary for a meeting of the Joint Working Group is all three members. A

member of the Joint Working Group may be counted among the quorum if they are present at the meeting in person or via teleconference or other electronic means.

- 8.4. A decision on any matter, decision or resolution to be considered at a meeting of the members of the Joint Working Group on matters within their delegated powers will not be carried unless there is unanimous approval of all members of the Joint Working Group. If unanimous agreement is unable to be reached, the Joint Working Group may refer any matter to TKOT Trust for a decision.
- 8.5. Each of the WDC Representative, TKOT Trust Representative and Rūnanga Representative shall engage with WDC, TKOT Trust and Te Ngāi Tūāhuriri Rūnanga (as applicable) on a regular basis to keep them informed as to progress and to ensure their views are represented at meetings of the Joint Working Group.
- 8.6. The parties acknowledge and agree that the procedural matters and requirements set out in the JWG Terms of Reference relating to the administration of the Joint Working Group's activities shall apply as if they were incorporated in the terms of this Lease.
- 8.7. The Joint Working Group may from time to time engage external consultants to deliver the outcomes referred to in the JWG Terms of Reference, particularly if such consultants provide specialist services outside the expertise of the members of the Joint Working Group (for example, surveying or resource management planning expertise).
- 8.8. The costs associated with the activities of the Joint Working Group (including reimbursement of the members of the Joint Working Group for their time and any costs reasonably incurred by them and payment of the fees and expenses of any external consultants engaged) shall be met out of the HMK Funds available for the relevant Year as set out in the Annual Report and Statement of Intent.

## 9. RESPONSIBILITIES OF WDC

- 9.1. The parties acknowledge that WDC is the registered owner of the HMK Area.
- 9.2. WDC is the owner of all assets and improvements existing on the HMK Area as at the Commencement Date ("**Existing Improvements**") and the HMK Improvements shall vest in WDC, at no cost to WDC, immediately upon the development, construction or placement upon the HMK Area of such HMK Improvements. WDC shall insure the Existing Improvements and the HMK Improvements as is provided in clause 19.1. The parties acknowledge that all Existing Improvements and HMK Improvements will be managed and maintained by TKOT Trust during the term of this Lease but TKOT Trust shall not have any ownership rights in relation to the Existing Improvements or the HMK Improvements.
- 9.3. WDC shall appoint, remove and replace one person as the WDC representative on the Joint Working Group, such person having expertise in issues relating to planning and design ("**WDC Representative**").
- 9.4. Subject to WDC's usual annual planning and budget approval processes and clause 9.5, WDC's Audit and Risk Committee shall be responsible in each Year for:
- (a) approving the Annual Plan and Statement of Intent submitted to it by TKOT Trust pursuant to clause 7.1(d) of this Lease;
  - (b) if the Annual Plan and Statement of Intent is approved by WDC's Audit and Risk

Committee for any Year pursuant to clause 9.4(a), arranging for WDC to transfer the applicable HMK Funds to TKOT Trust; and

- (c) taking such steps as WDC considers necessary or desirable to monitor the compliance by TKOT Trust with the Annual Plan and Statement of Intent for any Year including the use by TKOT Trust of any HMK Funds transferred to TKOT Trust in any Year against the budget and funding plan included in the relevant Annual Plan and Statement of Intent.

9.5. TKOT Trust acknowledges that WDC is not giving any warranties or representations as to the ability of WDC's Audit and Risk Committee to complete any action set out in clause 9 or clause 10.2 in respect of any Year after the First Year. TKOT Trust acknowledges and agrees that it shall not make any claim or demand nor commence any proceeding, participate or take steps in any such proceeding against WDC, whether in court, arbitration or before any tribunal or authority whatsoever, which in any way arises out of or relates to any inability or failure by WDC complete any action set out in clause 9.4 or clause 10.2 in relation to any Year.

## **10. FUNDING**

10.1. WDC will, as soon as reasonably practicable after the Commencement Date [and subject to any amendments to the TKOT Trust Deed being completed], transfer the HMK Funds for the First Year (less any amount deducted by WDC pursuant to clause 10.2) to TKOT Trust. TKOT Trust shall ensure that such HMK Funds are used for the purposes described in clause 10.4 only and that those HMK Funds are not used for any other purpose.

10.2. All actual costs and expenses incurred by WDC in relation to HMK Area during the period prior to the date of transfer of any HMK Funds by WDC to TKOT Trust pursuant to clause 10.1 (including for this purpose any actual costs incurred by WDC prior to the execution by the parties of this Lease), shall be deducted from the HMK Funds for the First Year and WDC shall transfer the net amount only to TKOT Trust.

10.3. TKOT Trust acknowledges that TKOT Trust has no assurance that any HMK Funds will be transferred by WDC to TKOT Trust for any subsequent Year and clauses 9.4 and 9.5 shall apply in determining the amount (if any) of HMK Funds transferred to TKOT Trust in any Year. In the event that WDC transfers HMK Funds to TKOT Trust for any subsequent Year pursuant to clause 9.4(b), then TKOT Trust must ensure that such HMK Funds are used for the purposes described in clause 10.4 only and that those HMK Funds are not used for any other purpose unless the prior written consent of WDC is obtained.

10.4. The parties acknowledge that the HMK Funds for a particular Year may be used for:

- (a) the development and operational costs relating to the HMK Area and the HMK Improvements as contemplated in the Annual Report and Statement of Intent for that Year (and in accordance with the HMK Area Master Plan and the HMK Area Reserves Management Plan (as applicable));
- (b) for any other purpose specified in the terms of this Lease (including without limitation the engagement of external consultants, the engagement of rangers, reimbursement of members of the Joint Working Group for their time inputs and related costs, the repair or reinstatement of the HMK Area or the HMK Improvements); and/or



- (c) the development and operational costs relating to any areas outside of the HMK Area but within the Kaiapoi South Regeneration Area and construction or development or placement of property assets upon such areas where the parties have first agreed in writing to such utilisation of HMK Funds.
- 10.5. The accounts of TKOT Trust are closed off at the end of each Year and any under expenditure for that Year is to be managed by TKOT Trust subject to the remaining provisions of this clause. The parties agree that TKOT Trust may carry over any unspent funds where they relate to capital (including design) works which were not completed during the Year for a specific reason as set out in the relevant Annual Report and Statement of Intent. If TKOT Trust wishes to carry forward any unspent funds between Years where no reason is specified in the relevant Annual Report and Statement of Intent, TKOT Trust must obtain the prior written consent of WDC. If WDC decides in its sole discretion not to consent to TKOT Trust carrying forward funds from any particular Year to the following Year, then TKOT Trust must immediately pay such funds back to WDC.
- 10.6. TKOT Trust may actively seek funding from third parties as and when required for the ongoing development and operational costs relating to the HMK Area beyond the project development phase.
- 10.7. The members of the Joint Working Group shall be reimbursed for their time and any costs reasonably incurred by them from the HMK Funds available to TKOT Trust. WDC and Te Ngāi Tūāhuriri Rūnanga will need to invoice TKOT Trust directly on a monthly basis for staff time inputs and any costs relating to the Joint Working Group and TKOT Trust shall promptly pay such invoices. TKOT Trust shall utilise the HMK Funds available to TKOT Trust in respect of paying the TKOT Trust Representative for their time inputs and costs.
- 11. HMK AREA WORKS**
- 11.1. Prior to commencement of the HMK Area Works, TKOT Trust will prepare and submit to WDC for approval a risk assessment and management plan relating to the delivery and completion of the HMK Area Works in accordance with the HMK Area Work Plan (“**Risk Assessment and Management Plan**”) which addresses issues such as traffic management, road closures, on site health and safety and such other matters as are appropriate given the nature of the particular HMK Area Works. An approval of the Risk Assessment and Management Plan by WDC under this clause does not constitute any warranty, representation or assurance by WDC as to the accuracy of the Risk Assessment and Management Plan and TKOT Trust shall remain fully responsible and liable for the accuracy of the information included in that Plan. Further as is provided in clause 6.1, any such approval from WDC does not waive any requirement for, or imply, Waimakariri District Council’s consent or approval in its capacity as a local authority.
- 11.2. Without limitation to clause 11.1, TKOT Trust shall be responsible for obtaining any consents required from Waimakariri District Council in its capacity as the local authority and for notifying any other relevant Authority prior to the commencement of any HMK Area Works that would require a covenant, consent, or authority from that Authority, and shall comply with any additional requirements imposed by any of those Authorities.
- 11.3. Should any services be required to be supported or relocated, then TKOT Trust shall liaise with the appropriate Authority to gain approval, and shall comply with all instructions issued by the relevant Authority. Where other existing services are disrupted or damaged in any way by the operations of TKOT Trust, they shall be repaired and reinstated to the

satisfaction of WDC and the relevant Authorities, by TKOT Trust, including the cost of any supervision and/or inspections.

- 11.4. TKOT Trust shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by WDC.
- 11.5. TKOT Trust must use suitably qualified persons to carry out the HMK Area Works and ensure that the HMK Area Works are completed to a good and workmanlike standard to the reasonable satisfaction of WDC and in compliance with all laws, regulations and relevant building standards.
- 11.6. TKOT Trust will at all times maintain, repair, redecorate, replace, renew and keep the Existing Improvements and the HMK Improvements 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. TKOT Trust shall from time to time replace or renew any of the Existing Improvements or the HMK Improvements to ensure such state of good and substantial repair, order and condition. In the event of any part of the Existing Improvements or the HMK Improvements having been replaced or renewed during the term of this Lease then TKOT Trust shall maintain the same in the same condition as at the date of such replacement or renewal.
- 11.7. TKOT Trust shall in carrying out, effecting or contributing to the HMK Area Works, the management of the HMK Area or maintenance of the HMK Improvements, comply with the obligations set out in this Lease and, in particular, TKOT Trust shall comply with its obligations under clause 13.
- 11.8. The obligations of TKOT Trust under clause 13 do not extend to deterioration arising from fair wear and tear or apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident. However, if any act or omission of TKOT Trust or its agents, employees, contractors, guests, or invitees 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 then TKOT Trust shall be liable for such costs.

## **12. DECLARATION OF HMK AREA AS RECREATION RESERVE**

- 12.1. WDC has agreed that, following the completion by TKOT Trust and the Joint Working Group of the planning and design of the HMK Area, WDC intends to exercise its powers in accordance with section 14 of the Reserves Act (together with any further applicable powers WDC has pursuant to certain delegations made by the Minister of Conservation to Territorial Authorities under the Reserves Act) to take steps to declare the HMK Area vested in WDC to be a recreation reserve to be held for the purposes specified in section 17 of the Reserves Act.
- 12.2. On and with effect from the date that the HMK Area is declared to be a recreation reserve under the Reserves Act, this Lease takes effect as a lease of a recreation reserve under section 54(1)(a) of the Reserves Act and is in all respects subject to the Reserves Act and any regulations made thereunder and all such terms and provisions mandatorily applicable thereunder shall be binding in all respects upon the parties as if they are fully set out in this Lease. The parties acknowledge that they will agree on any amendments or variations to the Lease required as a consequence of the HMK Area being declared to be a recreation reserve.

**13. USE OF THE HMK AREA AND RESTRICTIONS ON USE**

- 13.1. Subject to this clause 13, TKOT Trust will ensure that the HMK Area is used exclusively for the Permitted Use in compliance with the Reserves Act (where applicable).
- 13.2. TKOT Trust must throughout the Term:
- (a) not at any time undertake anything on the HMK Area or cause or allow any act on the HMK Area which shall be a disturbance, nuisance or annoyance to WDC or the occupiers or owners of adjoining land but the carrying on of the Permitted Use by TKOT Trust in a reasonable manner will not of itself be a breach of this clause;
  - (b) keep the HMK Area free of all noxious weeds, plants and vermin and do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993;
  - (c) ensure the HMK Area and HMK Improvements are used only for the Permitted Use and not permit, allow or suffer the HMK Area and HMK Improvements to be used for the purposes of accommodation or storage of any materials or any vehicles (other than any temporary storage of materials during construction of the HMK Improvements);
  - (d) not cause or contribute to any contamination of the HMK Area or adjoining land in the Kaiapoi South Regeneration Area and must rectify to WDC's reasonable satisfaction any such contamination arising after the Commencement Date. For the avoidance of doubt, TKOT Trust shall not bring any contaminated soil or other fill materials onto any land in the Kaiapoi South Regeneration Area or otherwise undertake any activity that would contaminate such land in any way;
  - (e) not obstruct access ways or common areas;
  - (f) not permit, allow or suffer the storage of any flammable products or hazardous materials on the HMK Area that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of WDC, but in any event, only where TKOT Trust takes all reasonable steps to ensure that such materials are stored safely;
  - (g) keep and maintain all fences, gates, drains and other improvements (if any) erected on the HMK Area in good order and condition (damage by fire, flood, earthquake or other inevitable accident excepted);
  - (h) obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for TKOT Trust's use of the HMK Area;
  - (i) keep the HMK Area free from damage or rubbish, and promptly repair any damage caused by TKOT Trust, its agents, employees, contractors, guests, or invitees or compensate WDC for such damage and any associated repair costs;
  - (j) notify WDC if any damage occurs to the HMK Area or any injury or harm occurs to any person on the HMK Area, of the details of the damage, injury, or harm,

and, to the best of TKOT Trust's knowledge, details of how it occurred as soon as practicable after TKOT Trust becomes aware of such damage; and

- (k) not do anything upon the HMK Area which may prejudice, or invalidate any insurance policy held by WDC, nor, except with WDC's prior written approval, do anything on the HMK Area that would cause the premium of any insurance policy held by WDC in respect of the HMK Area to be likely to increase. TKOT Trust must pay on demand all extra premiums payable due to any breach of this clause.

13.3. TKOT Trust shall at all times do all things necessary to:

- (a) eradicate from the HMK Area all declared plant pests under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time; and
- (b) control on and eradicate from the HMK Area all declared animal pests and animal "Organisms of Interest" under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time;

in accordance with industry best practices and standards and Environment Canterbury approvals and recommendations.

13.4. The natural vegetation of New Zealand is unique and diverse in keeping with its isolation from other lands. Within the Waimakariri District are areas of indigenous vegetation which include (but are not limited to) specimens of Kanuka, Matagouri, Cassina, Pommaderis and Cop Intertexta. These plants are the last remains of this type of vegetation that once used to cover the Canterbury Plains and therefore are considered to be of high importance. Where this vegetation is encountered by TKOT Trust in the course of this Lease, TKOT Trust shall protect this vegetation from any damage occurring as a result of its use of the HMK Area.

#### **14. AQUAPARK AREA**

14.1. TKOT Trust acknowledges that the term of the AquaPark Licence may expire during the term of this Lease. Although, the final expiry date of the AquaPark Licence is 30 June 2027 (if the right of renewal is exercised) WDC may agree with the Licensee (or their successors or assigns) to enter into a further term for the occupation and use of the AquaPark Area.

14.2. The parties acknowledge that if the term of the AquaPark Licence expires or terminates during the term of this Lease, WDC may by written notice to TKOT Trust require that the AquaPark Area be added to the HMK Area and the description of the HMK Area shall be deemed correspondingly varied at a date specified by WDC and the terms of this Lease shall apply in respect of the land added to the HMK Area (other than any necessary modifications agreed to by WDC). TKOT Trust shall if required by WDC enter into a deed in a form prescribed by WDC recording the lease of the AquaPark Area by WDC to TKOT Trust and the continuation of this Lease in respect of the HMK Area, and any other matter WDC reasonably requires to be recorded.

#### **15. COMPLIANCE WITH ENACTMENTS**

15.1. TKOT Trust will at all times observe and comply in all respects with all relevant statutory and common law obligations, regulations, rules, requisitions and bylaws affecting the HMK Area or relating to the use of the HMK Area and the HMK Improvements (including, without limitation, the Greater Christchurch Regeneration Act 2016, the HSW Act, the

Local Government Act 2002, the Resource Management Act 1991 and the Reserves Act) and with all requirements, rules and bylaws of any Authority and will keep WDC indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance therewith by TKOT Trust.

**16. COMPLIANCE WITH EASEMENTS**

- 16.1. TKOT Trust will perform and observe the obligations of WDC in connection with any easement of any kind for the time being affecting the HMK Area (whether as dominant or servient tenement) including the carrying out, effecting or contributing to any works, repairs or maintenance.

**17. ASSIGNMENT AND SUBLEASING**

- 17.1. TKOT Trust will not assign TKOT Trust's entire interest in this Lease or sublease the whole or any part of the HMK Area or otherwise part with possession of all or part of the HMK Area without WDC's prior written consent.

**18. WDC'S RIGHTS OF ENTRY AND PUBLIC ACCESS**

- 18.1. TKOT Trust shall permit WDC and WDC's agents, employees, contractors, guests or invitees at any time or times during the term of this Lease without notice to enter upon the HMK Area to view the condition of the HMK Area and the HMK Improvements or to confirm TKOT Trust's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 31). The following provisions shall apply:

- (a) WDC may give notice in writing to TKOT Trust specifying any defects and breaches of covenant for which TKOT Trust may be liable;
- (b) TKOT Trust shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which TKOT Trust is liable under this Lease; and
- (c) if TKOT Trust shall fail to comply with such notice within the time specified WDC 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 WDC shall consider necessary to make good such failure and any moneys expended by WDC in so doing shall be payable on demand by TKOT Trust to WDC.

- 18.2. WDC acknowledges that in exercising its rights of access conferred by clause 18.1 it will ensure that its agents, employees, contractors, guests or invitees comply with any reasonable health and safety requirements notified to it by TKOT Trust and will not unreasonably interfere with TKOT Trust's occupation and use of the HMK Area.

- 18.3. The parties acknowledge that members of the public are entitled or allowed to enter upon or use the HMK Area at any time and use the facilities situated on the HMK Area and TKOT Trust shall not be entitled to refuse access to members of the public to the HMK Area and such facilities except that TKOT Trust may deny access on a temporary basis when work is being carried out on the HMK Area or the facilities and/or may deny access from time to time for the purpose of TKOT Trust complying with its health and safety obligations under clause 31.

**19. INSURANCE**

- 19.1. The parties acknowledge that WDC will insure the Existing Improvements and the HMK Improvements in accordance with WDC's usual insurance policies and procedures.
- 19.2. TKOT Trust must throughout the Term keep current a public risk insurance policy applicable to the HMK Area and the activities carried on, in, or from the HMK Area 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 WDC reasonably requires.
- 19.3. TKOT Trust must (upon WDC's request) provide WDC with certificates of currency evidencing insurance in accordance with clause 19.2.

**20. DAMAGE OR DESTRUCTION****20.1. Destruction or Damage to the HMK Improvements**

In the event of the whole or part of the HMK Improvements being destroyed or materially damaged as a result of an act or omission of TKOT Trust or its members, guests, invitees, agents, employees or contractors then provided:

- (a) TKOT Trust is not prevented by any act, ordinance, regulation or by-law then in force from so doing; and
- (b) TKOT Trust 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 TKOT Trust,

then TKOT Trust shall as soon as reasonably practicable repair and reinstate the HMK Improvements substantially in accordance with its original design or such other design as WDC may approve.

**21. NO LIMITATION TO INSURANCE MONEYS**

The obligations of TKOT Trust pursuant to clause 20.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient TKOT Trust shall be obliged to carry out such repairs or reinstatement from TKOT Trust's own moneys.

**22. INABILITY TO REINSTATE OR REPAIR**

If after the HMK Area and the HMK Improvements have been destroyed or materially damaged:

- (a) TKOT Trust is prevented from repairing or reinstating the HMK Improvements as is contemplated in clause 20.1;
- (b) TKOT Trust is unable to source sufficient funds for such repair or reinstatement (having regard to the provisions of clause 21); or

- (c) the HMK Area is so destroyed or materially damaged so as to render the HMK Area unsuitable for the Permitted Use contemplated in this Lease,

then this Lease may be terminated at the option of either party by one month's notice in writing to the other party.

**23. NO COMPENSATION FOLLOWING DESTRUCTION**

In the event of any destruction or damage to the HMK Area or any of the HMK Improvements or any other chattels or fixtures whatsoever in or on the HMK Area, TKOT Trust or anyone claiming under TKOT Trust shall not be entitled to any compensation or payment whatsoever from WDC.

**24. INDEMNITY**

24.1. TKOT Trust indemnifies WDC against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by WDC resulting from TKOT Trust's acts or omission, except where section 268 of the Property Law Act 2007 applies.

24.2. TKOT Trust agrees to occupy and use the HMK Area at TKOT Trust's risk and hereby releases WDC 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 TKOT Trust or any other person or any property in or about the HMK Area.

**25. ESSENTIAL TERMS**

25.1. TKOT Trust's breach of the following terms is a breach of an essential term of this Lease:

- (a) the covenant to pay any money payable by TKOT Trust under this Lease;
- (b) the terms dealing with assignment and subleasing; or
- (c) the terms restricting the use of the HMK Area.

25.2. WDC's acceptance of any arrears of money payable under this Lease is not a waiver of the essential obligation to pay any other money payable under this Lease.

25.3. TKOT Trust must compensate WDC for any breach of an essential term of this Lease. WDC may recover damages (including all costs incurred by WDC) from TKOT Trust for those breaches. WDC's entitlement to compensation under this clause is in addition to any other remedy or entitlement of WDC (including the right to terminate this Lease).

**26. COMPENSATION**

26.1. If any act or omission of TKOT Trust:

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

TKOT Trust must compensate WDC for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

- 26.2. WDC's entitlement to recover damages will not be affected or limited by:
- (a) TKOT Trust abandoning or vacating the HMK Area;
  - (b) WDC electing to re-enter or to terminate this Lease;
  - (c) WDC accepting TKOT Trust's repudiation; or
  - (d) the parties' conduct constituting a surrender by operation of law.
- 26.3. WDC may bring legal proceedings against TKOT Trust claiming damages for the entire Term including the periods before and after:
- (a) TKOT Trust has vacated the HMK Area; and
  - (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 26.2;
- whether the proceedings are instituted before or after that conduct.
- 26.4. If TKOT Trust vacates the HMK Area, whether with or without WDC's consent, WDC must take reasonable steps to:
- (a) mitigate WDC's damages; and
  - (b) endeavour to lease the HMK Area at a reasonable rent and on reasonable terms.
- 26.5. WDC's entitlement to damages will be assessed on the basis that WDC should have observed the obligation to mitigate damages contained in this clause. WDC's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of TKOT Trust's breach or repudiation, or a surrender by operation of law.
- 27. DEFAULT**
- 27.1. If TKOT Trust fails to perform or observe any of the terms of this Lease, then WDC may without prejudice to any of WDC's other rights or remedies at law or in equity sue TKOT Trust for specific performance or cancel this Lease by immediately re-entering the HMK Area if WDC has first observed the requirements, where it is required by law to do so, of sections 243-264 Property Law Act 2007.
- 27.2. TKOT Trust hereby irrevocably appoints WDC to be the true and lawful Attorney of TKOT Trust 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 WDC to execute and sign a transfer or a surrender of this Lease) and for this purpose to use the name of TKOT Trust and generally to do execute and perform any act deed matter or thing relative to the HMK Area as fully and effectually as TKOT Trust could do in and about the HMK Area.
- 27.3. Without prejudice to the other rights, powers and remedies of WDC, WDC may elect to remedy at any time without notice any default by TKOT Trust under this Lease and whenever WDC so elects all costs and expenses incurred by WDC (including legal costs and expenses) in remedying such default shall be paid by TKOT Trust to WDC immediately on demand.



- 27.4. TKOT Trust shall compensate WDC and WDC shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of TKOT Trust constituting a repudiation of the Lease or TKOT Trust'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 WDC may have.

## **28. RESOLUTION OF DISPUTES**

- 28.1. 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 WDC or TKOT Trust; or
- (d) any other matter touching on the relationship of WDC and TKOT Trust under this Lease (including claims in tort as well as in contract);

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

- 28.2. 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.
- 28.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

## **29. NOTICES**

- 29.1. 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; and
- (b) by email where permitted by the Property Law Act 2007 for a notice of its type.

- 29.2. Any notice or other document will be treated as delivered or served and received by the otherparty:

- (a) on personal delivery;
- (b) three days after being posted by prepaid registered post; or
- (c) 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.

- 29.3. Any notice or document to be delivered or served under this Lease must be in writing and

maybe 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.

### **30. LEGAL COSTS**

- 30.1. Each party shall bear its own legal expenses and costs relating to the negotiation, preparation and execution of this Lease (and of any renewal, extension or variation of this Lease) and shall obtain their own legal advice as to the subject matter and form of this Lease.

### **31. HEALTH AND SAFETY**

- 31.1. TKOT Trust shall comply with all legislation, regulations and bylaws in relation to health and safety, including (without limitation) all obligations imposed under the HSW Act, and will take all necessary steps to ensure that the obligations imposed upon WDC as owner of the HMK Area and the HMK Improvements under the HSW Act will at all times be complied with, and will (to the maximum extent permitted by law) indemnify WDC for any loss, claim, complaint, liability, cost, penalty or award of damages WDC may suffer as a consequence of its failure to so comply with any of the foregoing obligations in this clause.
- 31.2. TKOT Trust will do all things necessary as the occupier of the HMK Area 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 WDC's Health and Safety Policy as published by WDC from time to time;
  - (b) take all steps reasonably practicable to ensure that any person in or on the HMK Area or in the vicinity of the HMK Area is not harmed by any Hazard arising in or on the HMK Area. "**Hazard**" shall have the same meaning as in the HSW Act;
  - (c) develop, maintain and implement at all times during the term of this Lease a programme promoting health and safety of people in the HMK Area and a system of auditing such programme and shall upon written consent by WDC provide reasonable details of the programme implemented by TKOT Trust; 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 WDC.

### **32. NO WARRANTY**

- 32.1. WDC does not in any way warrant that the HMK Area are or will remain suitable or adequate for the Permitted Use or any other approved use 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 use of the HMK Area 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 any Court then TKOT Trust shall obtain such consent at

the sole cost and expense of TKOT Trust including but not limited to any costs of complying with any conditions of any such consent.

- 32.2. WDC does not warrant that this Lease is in registrable form. TKOT Trust must not require registration of this lease against the title to the Land or the HMK Area. TKOT Trust will not lodge a caveat over any of the Land or the HMK Area.

**33. PUBLIC LIABILITY**

- 33.1. TKOT Trust shall occupy the HMK Area at its own risk and WDC 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 TKOT Trust.
- 33.2. TKOT Trust shall be wholly responsible for all damage to the Land caused by TKOT Trust, its members, guests, invitees, agents, employees or contractors.

**34. GENERAL**

- 34.1. 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.
- 34.2. 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 any moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- 34.3. Where WDC'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.
- 34.4. No waiver by WDC 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.
- 34.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal or agent or of joint venture between the parties, it being understood and agreed that neither any provision contained in this Lease nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms provided in this Lease.
- 34.6. 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, covenants and conditions shall not be affected thereby.
- 34.7. The covenants, conditions, agreements and obligations of the parties recorded 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.
- 34.8. This Lease constitutes the entire agreement between the parties in relation to this subject matter and supersedes and extinguishes all prior agreements and understandings and all

representations or warranties previously given.

- 34.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 34.10. WDC's waiver or failure to act in response to TKOT Trust's breach of any of TKOT Trust'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.

Draft

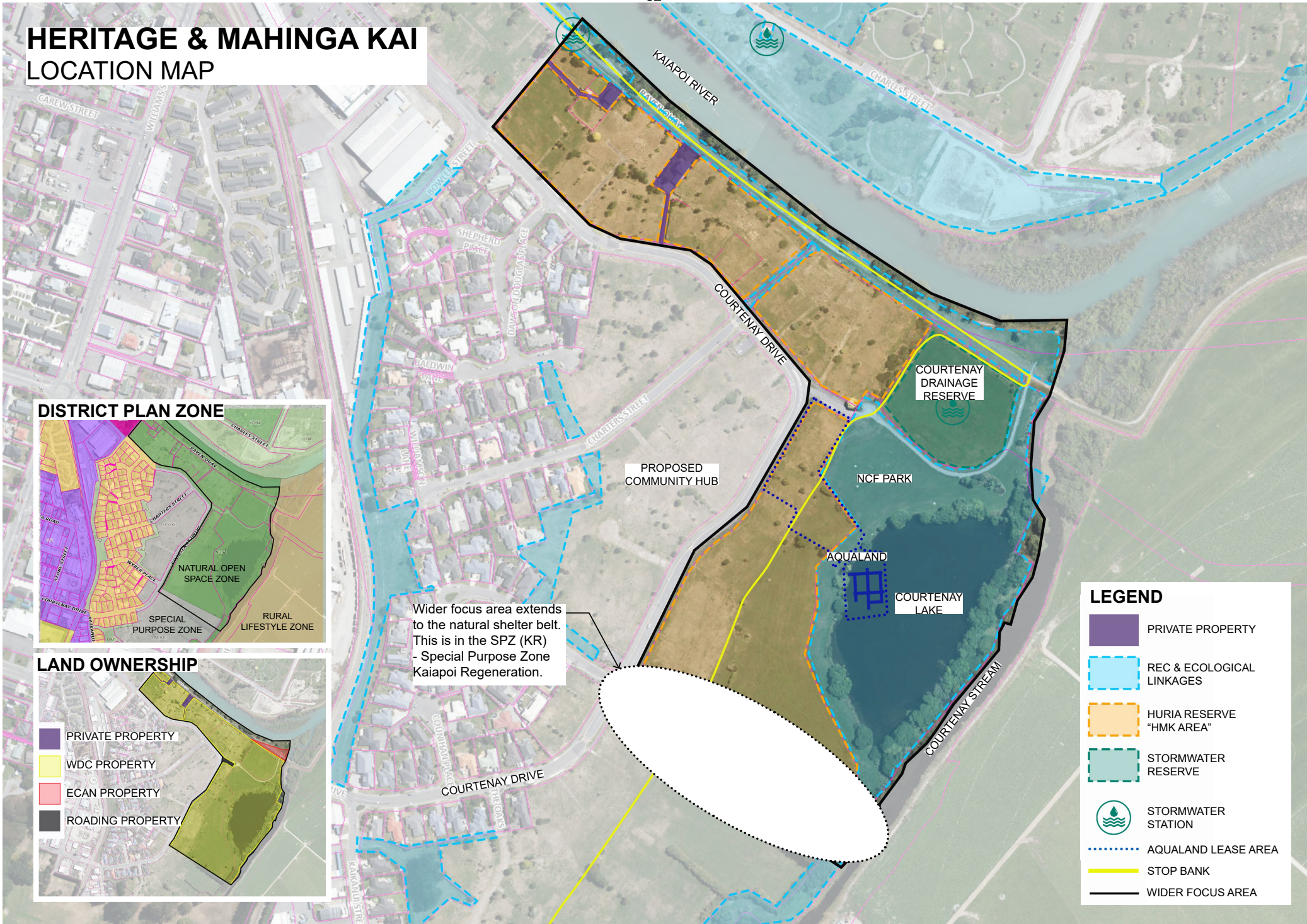
**SCHEDULE B  
LOCATION PLAN**

[WDC to provide updated location plan]

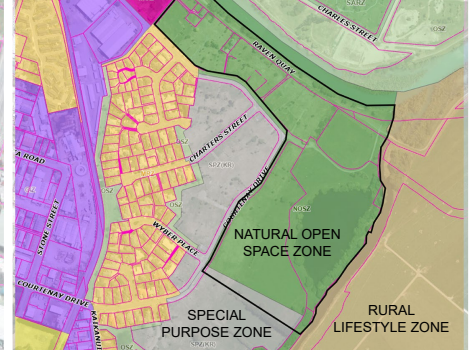
Draft



# HERITAGE & MAHINGA KAI LOCATION MAP



### DISTRICT PLAN ZONE



### LAND OWNERSHIP



Wider focus area extends to the natural shelter belt. This is in the SPZ (KR) - Special Purpose Zone Kaiapo Regeneration.

### LEGEND

- PRIVATE PROPERTY
- REC & ECOLOGICAL LINKAGES
- HURIA RESERVE "HMK AREA"
- STORMWATER RESERVE
- STORMWATER STATION
- AQUALAND LEASE AREA
- STOP BANK
- WIDER FOCUS AREA

**SCHEDULE C  
LEGAL DESCRIPTION PARCELS OF LAND COMPRISING THE HMK AREA**

Draft

**SCHEDULE D  
MASTER PLAN FOR DEVELOPMENT OF THE HMK AREA**

Draft



# HURIA RESERVE KAIAPOI HERITAGE & MAHINGA KAI

## BACKGROUND

The Heritage and Mahinga Kai area is located in the south of Kaiapoi. It aims to recognise the significant cultural values for Te Ngāi Tūāhuriri Rūnanga.

Mahinga Kai describes the food and natural resources that mana whenua gather in their takiwā (area), as well as the practices they use. The area will provide for social and cultural activities, and include walking trails and native forest planting.



FEL FISHING



EDUCATION HUB



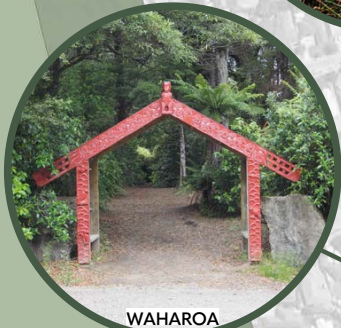
CARVING WAKA



WETLANDS



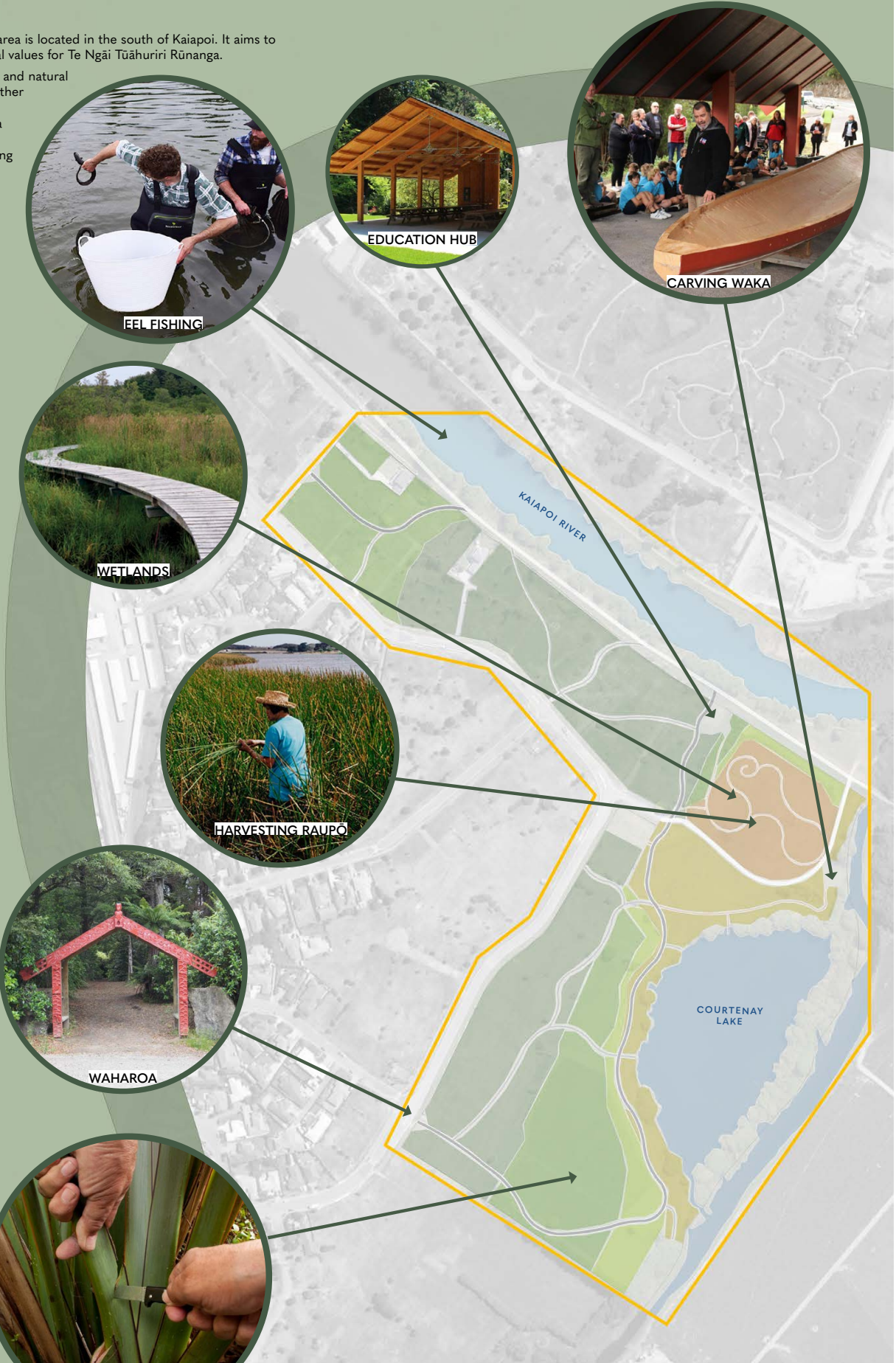
HARVESTING RAUPŌ



WAHAROA

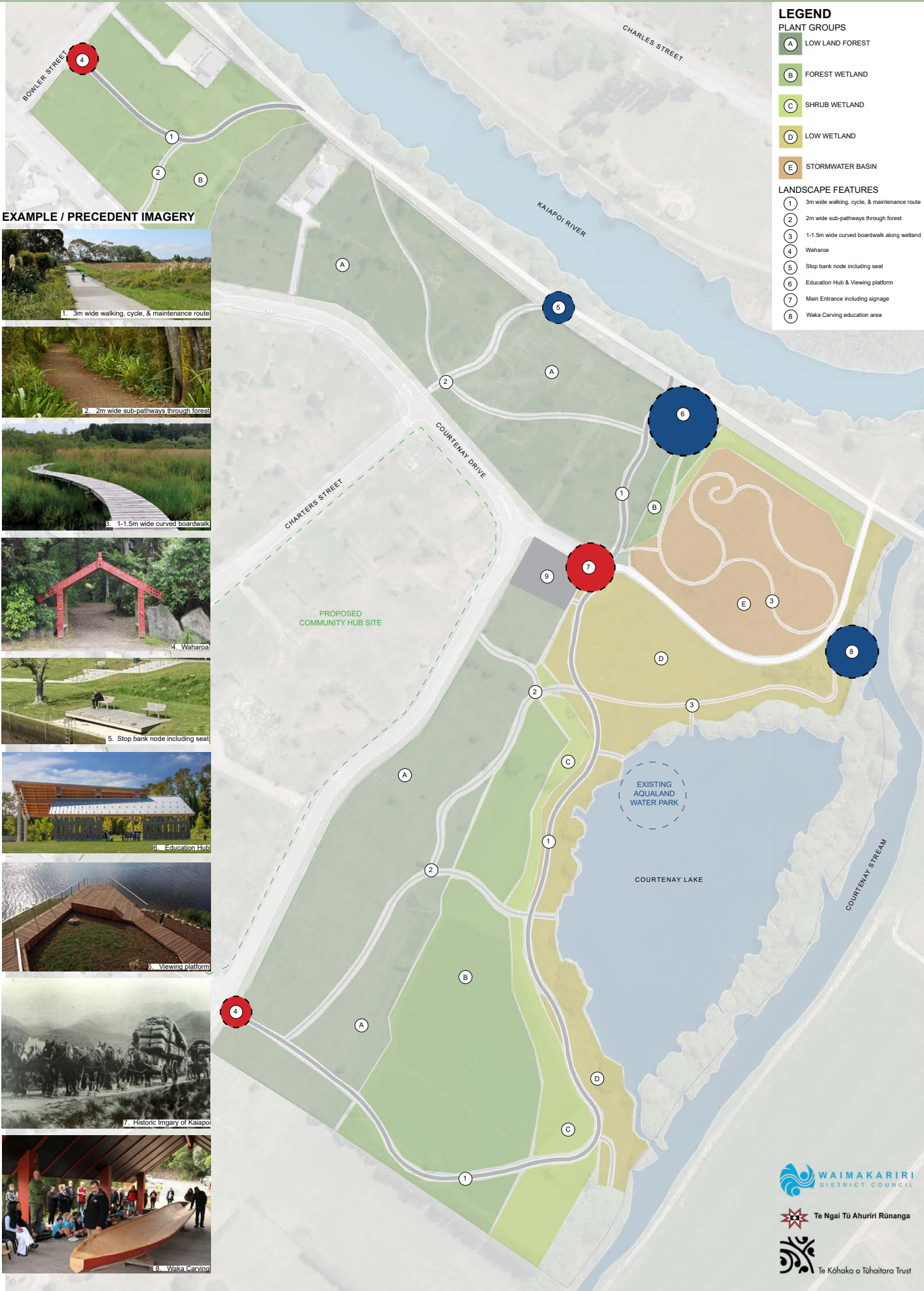


HARVESTING HARAKEKE





# KAIAPOI HERITAGE & MAHINGA KAI DRAFT MASTER PLAN



- LEGEND**
- PLANT GROUPS**
- (A) LOW LAND FOREST
  - (B) FOREST WETLAND
  - (C) SHRUB WETLAND
  - (D) LOW WETLAND
  - (E) STORMWATER BASIN
- LANDSCAPE FEATURES**
- (1) 3m wide walking, cycle, & maintenance route
  - (2) 2m wide sub-pathways through forest
  - (3) 1-1.5m wide curved boardwalk along wetland
  - (4) Waharoa
  - (5) Stop bank node including seat
  - (6) Education Hub & Viewing platform
  - (7) Main Entrance including signage
  - (8) Waka Carving education area

**EXAMPLE / PRECEDENT IMAGERY**



**SCHEDULE E  
JWG TERMS OF REFERENCE**

Draft

## TERMS OF REFERENCE

---

### HERITAGE & MAHINGA KAI JOINT WORKING GROUP

---

#### 1. Purpose

To champion the planning and design of the Heritage and Mahinga Kai Area (HMK Area) in Kaiapoi South.

While Council has landscape architects who can lead the planning and design of the HMK Area, for this to be a partnership, a te ao Māori perspective is essential. A fully collaborative planning and design approach with mana whenua endorsed knowledge holders, would lead to better project and community outcomes.

A collaborative design-led approach is suggested as the methodology to plan and design the HMK Area. A collaborative approach using a Joint Working Group would bring together designers and knowledge holders to work in focussed, inquiry by design (IBD) sessions.

The Joint Working Group will report to Te Kohaka o Tuhaitara Trust (TKOT - as co-governance entity) on the progress of the project and in seeking decision making for key issues during the life cycle of the project. The Joint Working Group members will act as representatives of the respective key stakeholders of the project, and engage with key stakeholders at appropriate milestones to ensure views are represented and those stakeholders are kept informed of progress.

***Heritage & Mahinga Kai Area Vision: To restore lost natural and cultural heritage through the re-establishment of a podocarp forest and wetland for mahinga kai purposes in the Kaiapoi South Regeneration Area.***

#### 2. Membership

The following key stakeholders will be represented by the membership of the Joint Working Group:

- Waimakariri District Council (WDC); and principally the Kaiapoi-Tuahiwi Community Board (KTCB)
- Te Ngai Tuahuriri Runanga (TNTR)
- Te Kohaka o Tuhaitara Trust (TKOT)

Joint Working Group membership:

Member	Key Contribution	Who
Rūnanga Representative	Mahinga Kai/Cultural values	Makarini Rupene
WDC Representative	Planning/design	Kevin Dwyer
TKOT Representative	Operational/implementation	Greg Byrnes

## TERMS OF REFERENCE

---

### HERITAGE & MAHINGA KAI JOINT WORKING GROUP

---

#### 3. Staff, Consultant and Community Support

- Duncan Roxborough, District Regeneration Programme Manager.
- Grant MacLeod, Greenspace Manager
- Hannah-Rose White, Landscape Architect
- Kate Steel, Ecologist – Biodiversity
- Sophie Allen – Water Environment Advisor
- Karen Lindsay-Lees – Communications Advisor
- Planning Consultant (tbc).

#### 4. Administrative Support

- Helen Leslie, Greenspace Administrator

#### 5. Quorum

All three members.

#### 6. Objectives

- 6.1 The overall aim of the project is to develop a HMK Area that:
- a) Provides a full expression of mahinga kai (in terms of place and practice) that is relevant to the site.
  - b) Is an expression of Ngāi Tūāhuriri history, presence and practices.
  - c) Acknowledges the importance and history of the site to the Kaiapoi community.
  - d) Provides for wellbeing (in multiple facets – environmental, physical, mental, cultural, social etc.)
  - e) Provides opportunities/space/facilities for:
    - Cultural and social activities
    - Education and learning
    - Natural play, including possibly incorporating NCF Park
    - Informal recreation (e.g. walking, cycling, experiencing nature)
  - f) Integrates with the Kaiapoi River, Courtenay Stream and Courtenay Lake.
  - g) Integrates with existing reserves in the wider area.
  - h) Links to the proposed Kaiapoi Community Hub and Kaiapoi Town Centre.
  - i) Considers the remaining residential properties near the HMK Area.
- 6.2 To work under the co-governance framework for the HMK Area, and in line with the terms of the HMK Area lease agreement between WDC and TKOT.

## TERMS OF REFERENCE

---

### HERITAGE & MAHINGA KAI JOINT WORKING GROUP

---

- 6.3 To ensure the views of key stakeholders are represented in planning and design decisions, including community views, cultural aspirations and te ao Maori perspective, and landscape design technical expertise.
- 6.4 To recommend a reserve category for vesting the HMK Area under the Reserves Act 1977.
- 6.5 To produce a master plan for the development of the HMK Area
- 6.6 To guide the preparation of a reserve management plan for the HMK Area.
- 6.7 To create a work plan that covers staging, timing, implementation and procurement for the development of the HMK Area.
- 6.8 Seek coordination or staff support as required across other departments or agencies.
- 6.9 Technical and cultural design support/advice to TKOT to potentially enable partnerships with other agencies, or third-party funding providers as required.
- 6.10 To seek involvement of the community at appropriate stages to ensure they have a role within the project.
- 6.11 Support/information to TKOT on their Annual Reports/Accountability Reports and Statement of Intent for each delivery year.

#### 7. Outcomes

- 7.1 Project decision making by TKOT (co-governance entity) is supported by the Joint Working Group technical design and cultural advice and recommendations.
- 7.2 An agreed work plan is approved, with clear targets for implementation by TKOT (and subsequent reporting to WDC and TNTR).
- 7.3 A HMK Area that is fit-for-purpose and meets the objectives of the project is implemented to budget and on time.
- 7.4 TKOT are able to effectively develop, manage and fund the ongoing operations of the HMK reserve through good planning and design of the development and associated management plan.
- 7.5 Key stakeholders are kept informed of progress, and are involved in design recommendations included in key documents such as draft Master Plan, and draft Reserve Management Plan.
- 7.6 Engagement of project support resource as required, including external consultants as required in order to deliver the project(s).

## TERMS OF REFERENCE

---

### HERITAGE & MAHINGA KAI JOINT WORKING GROUP

---

- 7.7 Effect is given to the following key overarching or regulatory documents:
- a) Waimakariri Residential Red Zone Recovery Plan (2016)
  - b) Land Divestment Agreement (2018) between WDC and the Crown
  - c) District Regeneration Implementation Plan
  - d) Cultural Values Report – Mahaanui Kurataiao Ltd
  - e) Preliminary Report - Ngahere Rongoa (Wahi whero)
  - f) Any necessary resource consent or other authorities required
- 7.8 Key deliverables from the Joint Working Group include:
- a) Reserve Master plan, including:
    - i. Spatial & planting plans
    - ii. Staging/implementation/procurement plans
    - iii. Funding Plan – including cost & expenditure estimates
    - iv. Management plan (operational)
  - b) Specifications and drawings, schedules
  - c) Reserve Management Plan, (Reserves Act)
  - d) Joint Working Group Progress reports (to TKOT)
  - e) Information to support TKOT Annual Report and Statement of Intent seeking WDC budget for each year's implementation actions and summarising previous years achievements.
- 7.9 WDC is able to fulfil its reporting/monitoring obligations to the Crown for the implementation of the Recovery Plan.
- 7.10 WDC is able to declare the area as Reserve under the Reserves Act.

## TERMS OF REFERENCE

---

### HERITAGE & MAHINGA KAI JOINT WORKING GROUP

---

#### 8. Delegation

- 8.1 The Joint Working Group will have delegation to create and recommend the master plan, reserve management plan and work plan for the HMK Area to TKOT for approval.
- 8.2 The Joint Working Group will have the authority to issue works orders, purchase orders for the work in accordance with the work plan and delegations and expenditure plan approved by TKOT (and successively approved by WDC), including that referenced in 10.5.

#### 9. Decision Making

- 9.1 Decisions within delegations will, in so far as it is possible, be reached by unanimous consensus.
- 9.2 The Joint Working Group will have the option of referring any matter to TKOT for a decision.

#### 10. Financial Management

- 10.1 The Council's and TKOT financial year is from 1 July to 30 June.
- 10.2 Accounts are closed off at the end of each year, and any under/over expenditure is to be managed by TKOT.
- 10.3 Carrying over of unspent funds is possible where they relate to capital (including design) works which were not completed for a specific reason, which would be outlined in TKOT accountability through their Annual Report.
- 10.4 Bringing forward of funds between years if required (and where not included in the TKOT statement of Intent) would require TKOT to seek approval from Council.
- 10.5 Funding of Joint Working Group members contributions will be recovered from the project budget held by TKOT, by monthly invoice from the employer to TKOT as required.

#### 11. Legal Responsibilities

In working together to achieve the objectives of the project, the key stakeholders and the Joint Working Group are required to comply with all relevant legislation and regulations.

These include, but are not limited to:

- Greater Christchurch Regeneration Act 2016
- The Health and Safety at Work Act 2015



**TERMS OF REFERENCE**

---

**HERITAGE & MAHINGA KAI**  
**JOINT WORKING GROUP**

---

- Local Government Act 2002
- Reserve Management Act 1991
- Reserves Act 1977

**12. Administration**

The agenda and minutes for formal meetings of the Joint Working Group meeting will be prepared by the Greenspace Administrator. The agenda and minutes will be filed in TRIM and distributed to all members.

The outline agenda for the meeting shall generally be as follows:

1. Apologies
2. Previous Minutes
3. Matters Arising
4. Staff Reports (milestones, programme, issues, budget, risk, health and safety)
5. Risks, Issues or Concerns
6. Community Engagement and Media
7. Reports to TKOT
8. General Business

Inquiry by Design sessions will have notes taken by members and kept on file.

**13. Meeting Frequency**

The Joint Working Group shall meet monthly or when requested to do so for urgent matters, or matters relating to the purpose of the Joint Working Group.

Design meetings and Inquiry by Design sessions will be held as required and agreed between the members, with informal notes taken by members and kept on file.

**14. Duration**

The Joint Working Group will function until the completion of the design and planning phases of the project, including development of the Reserve Management Plan, after which time the physical implementation and operations will be managed directly by the Trust through the General Manager.

**15. Review**

This Terms of Reference will be reviewed at six months after formation of the Joint Working Group

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION****FILE NO and TRIM NO:** TSU-17 / 220719122802**REPORT TO:** COUNCIL**DATE OF MEETING:** 2 AUGUST 2022**AUTHOR(S):** JENNIFER MCSLOY, DEVELOPMENT MANAGER  
DON YOUNG, SENIOR ENGINEERING ADVISOR  
ROB HAWTHORNE, PROPERTY MANAGER**SUBJECT:** DECLARATION OF LAND AS ROAD RESERVE, LINK STRIP AT 22 HEWITTS ROAD**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)  
General Manager  
Acting Chief Executive**1. SUMMARY**

- 1.1. In 1997 a subdivision was approved at Hewitts Road, Woodend. As part of that subdivision, a very small Lot 18 DP 75996 (9m2) lot was created along Taranaki Drive, which vested in Council and was to act as a link strip.
- 1.2. The adjoining link strip to the north (Lot 19 DP75996 (7m2)) was created around the same time, but at its meeting on 5 November 2002 the Council resolved that land parcel should be declared as road (Report No. 02092700021). That report noted "the reasons for the strip remaining have ceased", and that link strip was subsequently declared as road and no longer exists as a separate parcel of land.
- 1.3. The reasons for retaining Lot 18 DP 75996 as a link strip equally no longer exist. Utilities and Roading staff have met and discussed the need to retain the link strip, and cannot identify an objective reason to do so. This report therefore requests Council resolves the land contained in Lot 18 DP 75996 (0.0009 Ha) is declared as road reserve through the Public Works Act gazettal process.

**Attachments:**

- i. Council Report No. 02092700021
- ii. Waimap extract showing link strip (13B Taranaki Drive)

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

- (a) **Receives** Report No. 220719122802.
- (b) **Resolves** the land contained in Lot 18 DP 75996 be declared as road through the gazettal process set out in s114 Public Works Act 1981;
- (c) **Delegates** authority to the Property Manager to sign the consent required to progress the declaration under the Public Works Act;

- (d) **Acknowledges** costs are to be met by the property owner at 22 Hewitts Road as the declaration as road is for the sole benefit of that property owner;
- (e) **Acknowledges** The Property Group Limited will oversee the process on behalf of Council at the property owner's expense.

### 3. **BACKGROUND**

- 3.1. The property owner at 22 Hewitts Road has contacted Council staff to request the link strip adjoining their property on the northern boundary be removed as it prevents access from the property onto Taranaki Drive. The property owner wishes to subdivide in future, and the presence of the link strip prevents this as it limits access options to new lots.
- 3.2. Utilities and Roading staff have assessed the request and have not identified any practical reason to retain the link strip, and are therefore supportive of the proposal to declare the link strip as road. A search of the original resource consent files has not confirmed why the link strip was originally taken, but on review of the link strip's location on Taranaki Drive today staff cannot identify an objective reason to retain it as a standalone link strip any longer. Refer to **Attachment 2** for a map view of the link strip location.
- 3.3. The Property Group (TPG) have advised there are two routes to declare the link strip as road, one through the Local Government Act and the other through the Public Works Act. In this instance TPG recommend pursuing the Public Works Act route as it requires less Council resource, and means TPG can manage the process.
- 3.4. The property owner has been advised of the estimated cost of the process (\$2,500 - \$3,000) and has agreed to meet that cost.

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

- 4.1. There are no significant issues associated with declaration of the link strip as road. Utilities and Roading staff have reviewed the request, and cannot identify any issues with allowing the strip to be declared road.
- 4.2. As mentioned above there are two routes through which the link strip could be declared road. In 2002, the Local Government Act route was selected as overall the cost was lower to the property owner, and Council staff had the resource to action it internally.
- 4.3. However, TPG's advice is to pursue the Public Works Act in this instance as it requires less Council staff resource. Given current constraints on Council staff resource, this is the recommended route, particularly as the property owner has agreed to meet the cost.

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

There are not implications on 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 not 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 not 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 not financial implications of the decisions sought by this report.

No budget is required to meet the costs of the process.

### **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**

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

### **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**

This matter is covered by the Public Works Act 1981.

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

The Council's community outcomes are not relevant to the actions arising from recommendations in this report.

### **7.4. Authorising Delegations**

The Council has the ability under the Public Works Act to order Council-owned land be declared as road.

**ATTACHMENT 1: REPORT No. 02092700021****WAIMAKARIRI DISTRICT COUNCIL****REPORT**

**FILE NO:** RC015352/02092700021  
**DATE:** 27 September 2002  
**REPORT TO:** Council  
**FROM:** Gary Saunders, Property Manager  
**SUBJECT:** Special Order, Dedication of Land as Road

**SIGNED BY:****(for Reports to Council or Committees)**

\_\_\_\_\_ Department Manager

\_\_\_\_\_ Chief Executive

**1. SUMMARY**

In 2001 a 3 lot subdivision was approved at Hewitts Road, Woodend. As part of this approval a tiny (7 sq. m) new lot was created. This lot was to act as a link strip. The reasons for the strip remaining have ceased and action is now required under Special Order procedure to declare that lot as road.

**2. RECOMMENDATION**

**THAT** pursuant to Section 320 (1) of the Local Government Act 1974 the Waimakariri District Council resolves, by way of the Special Order process, that the land contained in Lot 19 D.P.75996 being 7 sq.m. in size be declared as road.

**3. BACKGROUND**

Last year the subdivision was approved and what effectively became a link strip preventing access until required contributions were made was created by way of a new lot, lot 19 D.P. 75996, of 7 sq. m.

The lot was vested in the Council as road with all costs associated to the process being the responsibility of the subdivider. The subdivider has since on-sold.

As this declaration of the lot as road is for the benefit virtually solely of the property owner, it is appropriate that all costs are met from that source and the current owner has undertaken to meet those full costs.

It is now necessary to go through the process required to change the status of this land to road. Two methods can be used being by formal gazettal means or by Special Order procedure. The latter is the least costly and accordingly is the means recommended.

**4. OPTIONS**

Not applicable.

**5. STATUTORY IMPLICATIONS**

Not applicable.

**6. CONSULTATION**

Not applicable.

**7. FINANCIAL**

Not applicable.

**8. STRATEGIC LINKS**

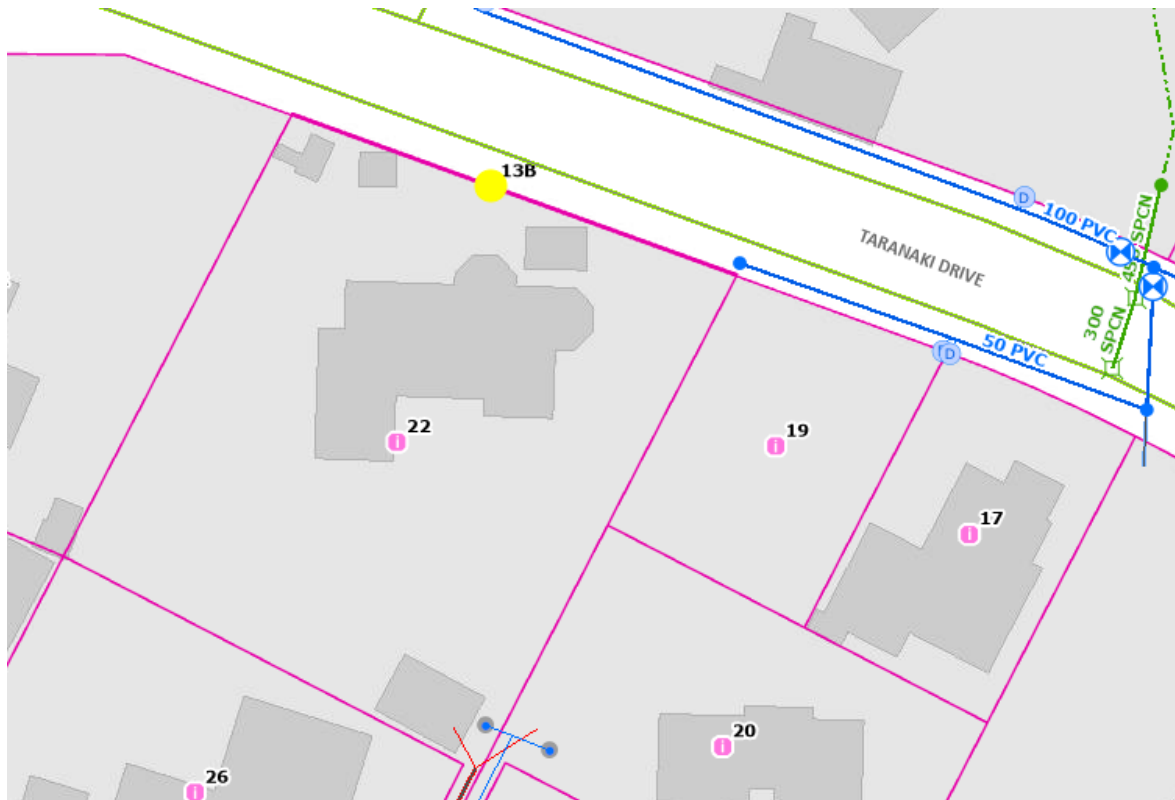
Not applicable.

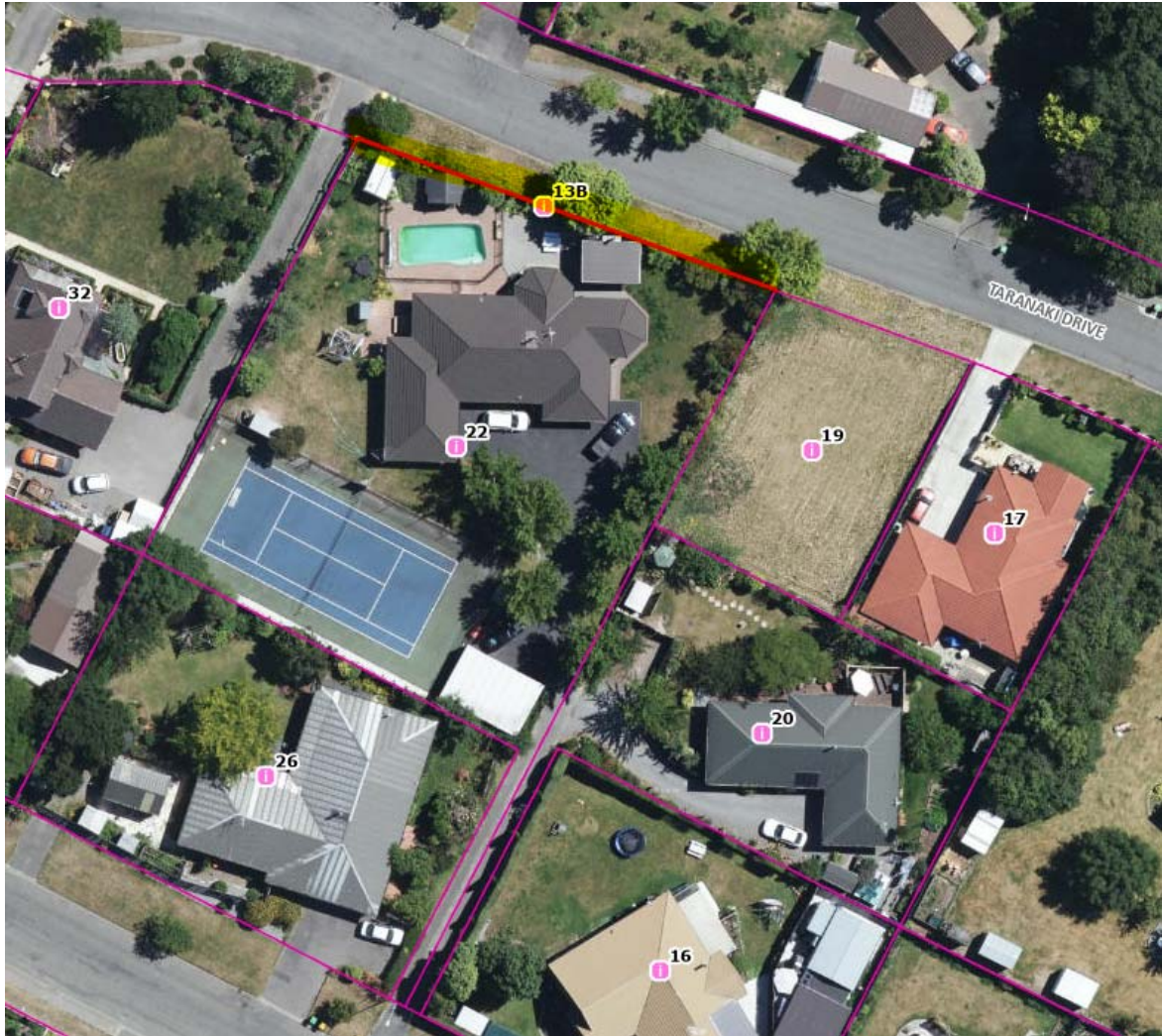
**9. POLICY/DELEGATION REFERENCE**

Not applicable.

G.R.Saunders  
Property Manager

**ATTACHMENT 2**





*Waimap extract showing the link strip in question; 13B Taranaki Drive (LOT 18 DP 75996)*



**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR INFORMATION**

**FILE NO and TRIM NO:** 220721124647


**REPORT TO:** COUNCIL

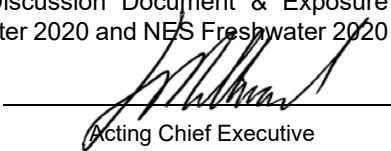
**DATE OF MEETING:** 05 August 2022

**AUTHOR(S):** Lynda Murchison - Lead Advisor, Sustainable Development

**SUBJECT:** Consultation: Conservation Reform Discussion Document & Exposure Drafts of Amendments to NPS Freshwater 2020 and NES Freshwater 2020

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

  
Department Manager

  
Acting Chief Executive

**1. SUMMARY**

- 1.1 The government has requested feedback on a discussion document on conservation reform; and an exposure draft of amendments to the National Policy Statement for Freshwater Management 2020 (NPSFW) and the National Environmental Standards for Freshwater 2022 (NESFW).
- 1.2 The discussion document on conservation reform centred on potential interim changes to conservation management planning and concession processing, while conservation law reform proceeds. Some of the proposed options will reduce public input into conservation management plans and create potential inconsistencies in the management of reserves between the Department of Conservation (DOC) and other administering bodies including councils.
- 1.3 The exposure draft of amendments to the NPSFW will apply the provisions for 'rivers' in that document to 'river beds'. These amendments affect braided rivers and need to be reconciled with provisions to claim accreted land under the Land Transfer Act 2017.
- 1.4 The exposure draft of amendments to the NPSFW and NESFW for natural wetlands create potential inconsistencies in wetland management on land required for urban development, quarrying, mining, and landfills, compared with other land uses; and inconsistency with other national government policy.

**Attachments:**

- i. Document 270627109007 – Comments on Conservation Law Reform Discussion Document
- ii. Document 220721124186 – Submission on Exposure Draft Amendments to the National Policy Statement for Freshwater Management 2020 and National Environmental Standards for Freshwater 2020.

**2. RECOMMENDATION**

**THAT** the Council:

- (a) **Receives** Report No 220721124647; and
- (b) **Circulates** the report and attached submissions to the community boards for their information.

### 3. **BACKGROUND**

- 3.1. The government is undertaking major reform across a variety of sectors including resource management law, local government and conservation law. Alongside that reform programme, the government is continuing to make changes to existing legislation and policy.
- 3.2. In the two months from 26 April to 26 June 2022, the government released eight documents for feedback in the environmental management area alone. No more than six weeks has been given to respond to any of these documents, in some cases a shorter timeframe.
- 3.3 Therefore, to manage response to the volume and complexity of consultation material, Council was briefed on, and directed the response to those documents dealing with core strategic and policy matters for territorial authorities. Other documents which impact more on operational matters or which primarily relate to other agency functions but there is a peripheral interest for territorial authorities, have been the focus of staff submissions for subsequent reporting to Council.
- 3.4 Staff prepared a response on two such documents notified in this two-month period: the first discussion document on conservation law reform; and an exposure draft of proposed amendments to the NPSFW and the NESFW.
- 3.5 The government has committed to a wholesale review of conservation law (mid 2022-2024). The first discussion document for this process is on options for amending current conservation legislation to reduce workloads for DOC in conservation management plans and concessions.
- 3.6 DOC has 19 national park and conservation management plans overdue for their 10-yearly review, plus another four plans resulting from Treaty settlements yet to be started; and a backlog of concession applications awaiting processing.
- 3.7 The discussion document seeks feedback on options to reduce the level of public notification and formal participation in the development or review of national park and conservation management plans; options for reducing concession administration, including introducing permitted activities; and amending other administration requirements, including the need to audit reserve accounts which have an operating budget of less than \$1m.
- 3.8 The exposure drafts of proposed amendments to the NPSFW and the NESFW address two matters. The first is applying the provisions for rivers in the NPSFW to 'river beds.' This means policies to avoid any loss in extent or values of rivers, apply to riverbeds.
- 3.9 The second is proposed amendments to the NPSFW and the NESFW for natural wetlands. These amendments do two things:
  - (i) Make some activities associate with maintaining, restoring and enhancing natural wetlands, including biosecurity, permitted activities.
  - (ii) Liberate the policies for managing any loss of the extent or values of natural wetlands and associated rules allowing for the full or partial drainage of wetlands, if the activity affecting the natural wetland is urban development, quarrying, mining or the establishment of a landfill or cleanfill.

### 4 **ISSUES AND OPTIONS**

- 4.1 There are three issues of interest in relation to the discussion document on conservation law reform.
- 4.2 Firstly, the changes are proposed for reserves administered by DOC under s40B of the Reserves Act 1977, not to other administering bodies (including councils) under s41 of the Act. The potential outcome of this approach is that a reserve management plan for a local

reserve has a greater requirement for public notification and opportunities for public participation than a national park management plan.

- 4.3 Secondly, the document is unclear as to whom and how the proposed exemptions for auditing reserve accounts will apply; and how that intersects with the auditing requirements for local authorities.
- 4.4 Thirdly, reducing public input into conservation management planning is not consistent with best planning practice and the trend to more collaborative and inclusive planning processes in other legislation, eg the Resource Management Act 1991 (RMA).
- 4.5 The proposed amendments to the NPSFW and the NESFW largely affect the planning and decision-making functions of regional councils who manage activities in the beds of rivers, and the damming, taking, use, and diversion of water and discharges under s13-15 of the RMA. However, there is some peripheral overlap with territorial authority functions in relation to land use, and some community interest in both wetland management and in the principle of fair and consistent application of environmental regulation.
- 4.6 The proposed amendments to the NPSFW for 'riverbeds' will impact on braided rivers because the area of the riverbed may be far more extensive than the active river channel. In addition, a long source of potential confusion for people has been the status of accreted riverbed claimed by landholders with moveable river boundaries under the Land Transfer Act 2017 (and its predecessor). It will become even more important to clarify if this accreted land is riverbed and managed under s13 of the RMA or land managed under s9.
- 4.7 The submission notes that the proposed amendments to the NPSFW to manage loss in the extent and value of river beds are not the best option and suggests that the fundamental issues with the definition of 'bed of a river' in the RMA as it applies to braided rivers, and the status of accreted land under the Land Transfer Act 2017, ought to be addressed.
- 4.8 In terms of the proposed amendments to provisions for managing natural wetlands, the submission supports making activities associated with wetland maintenance, restoration and enhancement, including biosecurity, permitted activities and suggests additional changes to reduce costs further. The submission also supports proposed amendments to the definition of 'natural wetland' to make it clearer how it applies to grazing land.
- 4.9 The submission points out that the proposed amendments to the provisions to manage effects of urban development, quarrying and mining and landfills/cleanfills on natural wetlands creates inconsistencies between these land uses and other land uses, eg forestry and farming. The changes place the burden of wetland protection solely on rural communities. The submission notes also that allowing these exemptions is inconsistent with other government policy documents and the messaging the community has received for the last 30 years about the importance of wetlands.

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

- 4.10 There are no implications on community wellbeing by the issues and options that are the subject matter of this report.
- 4.10 The Management Team has reviewed this report and support the recommendations.

## **5 COMMUNITY VIEWS**

### **5.1 Mana whenua**

Te Ngāi Tūāhuriri hapū may have an interest in the subject matter of this report (and will likely have made their own submissions on these documents).

### **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 unlikely 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 not financial implications from 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

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

### 6.4 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

Local Government Act 2002

Resource Management Act 1991

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:

Discussion document on conservation law reform: *People have wide ranging opportunities to contribute to the decision-making that affects our district.*

NPSFW and NESFW: *Indigenous flora and fauna are protected, and their habitats, especially Significant Natural Areas are protected and enhanced.*

### 7.4 Authorising Delegations

The Acting Chief Executive holds delegated authority to make submissions on behalf of the Council.

In the Matter of  
**Conservation Management and Processes**  
**Discussion Document May 2022**

Submission by  
**Waimakariri District Council**

27 June 2022

Contact: Dr Lynda Murchison (Lead Advisor – Sustainable Development)  
[lynda.murchison@wmk.govt.nz](mailto:lynda.murchison@wmk.govt.nz) or 027 225 0585



## 1 Introduction

- 1.1 The Waimakariri District Council (WDC) welcomes the opportunity to comment on the 'Conservation management and processes' discussion document.
- 1.2 This submission provides some background about Waimakariri District and general comments around the process and timeframes for consultation. The submission then comments on matters following the three chapters of the discussion document: planning processes and public participation; concessions; and minor amendments and other matters.

## 2. Background

- 2.1 Waimakariri District is located in the Canterbury Region, north of the Waimakariri River. The District is approximately 225,000 hectares in area and extends from Pegasus Bay in the east to the Puketeraki Ranges in the west. It lies within the takiwā of Ngāi Tūāhuriri one of the primary hapu of Te Rūnanga o Ngāi Tahu. The District shares boundaries with Christchurch City to the south, Selwyn District to the south and west, and Hurunui District to the north.
- 2.2 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.
- 2.3 As a territorial local authority, WDC is the administering body for a plethora of reserves, classified for varying purposes, from neighbourhood playgrounds to the 575ha Tūhaitara Coastal Park which is managed by Te Kōhaka o Tūhaitara Trust, a council controlled organisation (CCO) under the Local Government Act 2002.
- 2.4 Conservation areas managed by the DOC within Waimakariri District range from the 10,800ha Mt Thomas Forest Conservation Area and the 6,750ha Puketeraki Forest Conservation Area, to small scenic reserves such as View Hill and Eyrewell. Also, there are riverbed conservation areas in the District.
- 2.5 Consequently, WDC is interested in proposed reform of conservation management and processes both in terms of DOC's administration, and the extent to which any reforms may also apply to other administering bodies under the Reserves Act 1977.

## 3. General Comments on Conservation Law Reform

- 3.1 In summary, WDC supports the need for a review of conservation law in New Zealand. The Conservation Act 1987 was largely an administrative act, creating DOC and providing a framework for a variety of conservation focused legislation, some of which is now 50 and, in the case of the Wildlife Act 1953 nearly 70, years old. We appreciate that the conservation law reform process will be lengthy and, to that end, support the approach of looking for ways to streamline management processes under the current legislation in the interim.

- 3.2 The focus of this discussion document is processes under the Conservation Act 1987, National Parks Act 1980 and s40B of the Reserves Act 1977. WDC wishes to point out that the management of reserves by other administering bodies than DOC, under s41 of the Reserves Act 1977, also needs a major overhaul.
- 3.3 Many processes required by administering bodies under the Reserves Act 1977 are similar to those required by DOC, but are not canvassed as part of this discussion document. Unless parallel changes are made, we could be in the invidious situation of having less public input into the management of national parks than local purpose reserves.
- 3.4 There is also a workload for DOC generated from reserves administered by local authorities and other bodies that is not necessary. We believe addressing some of these matters as part of this review is appropriate.
- 3.5 We note that in the options presented in the discussion document, the option of increasing funding or resourcing to deal with backlogs in management plan reviews and concession processing have been discounted. WDC questions why this option has not been included for feedback? Rather, the Minister is putting forth options that reduce regulation of activities on the conservation estate and public participation in conservation planning while, at the same time, the Minister along with the Minister for the Environment, is proposing greater regulation of indigenous biodiversity on private land under the National Policy Statement for Indigenous Biodiversity (NPSIB).
- 3.6 Finally, the government is consulting on a plethora of policy, legislative and functional reform; much of which will result in far-reaching impacts on people, the natural environment and local government. In the period from 26 April to 26 June 2022 alone, the government has asked for feedback on seven separate plans, discussion documents or exposure drafts of legislation or regulation pertaining to management of natural resources or the environment. None of these documents are integrated and, despite the government also undertaking resource management law reform and local government reform, all assume 'business as usual.'
- 3.7 The timeframes for submissions on all these documents is short, no more than six weeks and in some cases substantially less. We respectfully remind the government that when it chooses to consult, it has an obligation to provide sufficient time to make a meaningful response. For local authorities, WDC believes sufficient time ought to include time for WDC to engage with its communities and partners.

#### **4. Conservation Management Planning**

- 4.1 Chapter Three of the discussion document discussed options to streamline the conservation planning process, noting DOC currently has 19 conservation management plans that are overdue for their 10-yearly review and four new plans that need to be developed as a result of Treaty settlements. The discussion documents asks for feedback on options for public participation in the planning process.

##### Issue 1A

- 4.2 WDC supports Option 1 in terms of introducing the provision to have partial or rolling reviews of conservation management plans, rather than the mandatory

requirement to review plans in full every 10 years. A rolling or partial review concept is similar to provisions introduced for regional and district plans in the Resource Management Act 1991 (RMA). WDC would like any 'rolling' or 'partial' review provisions applied to all reserve management plans under the Reserves Act 1977, including those prepared by an administering body under s41 of the Reserve Act 1977.

- 4.3 WDC does not support Option 2 – extending the review period to 20 years. Changes in our physical environment, technology, people's behaviour and expectations, and other legislative requirements, all suggest that even a 10-yearly review is, at times, too long. For example, the government has just notified the proposed NPSIB and already the draft National Adaptation Plan for Climate Change proposes that the NPSIB will be reviewed 2024-26.
- 4.4 There is a substantial body of literature on the speed at which habitats can degrade, species are lost and weed/pest invasions can occur which reinforces an argument for increasing the frequency and ability of plan reviews rather than extending the period to 20 years. For example, Ausseil, A. G. E., Dymond, J. R., & Weeks, E. S. (2011) "Provision of natural habitat for biodiversity: quantifying recent trends in New Zealand," *Biodiversity loss in a changing planet*, 201-220; Ecroyd, C. E., & Brockerhoff, E. G. (2005), "Floristic changes over 30 years in a Canterbury Plains kānuka forest remnant, and comparison with adjacent vegetation types," *New Zealand Journal of Ecology*, 279-290; Sheppard, C. S., Burns, B. R., & Stanley, M. C. (2016), "Future-proofing weed management for the effects of climate change: is New Zealand underestimating the risk of increased plant invasions?" *New Zealand Journal of Ecology*, 40(3), 398-405; and Norton, D. A. (2009), "Species invasions and the limits to restoration: learning from the New Zealand experience," *Science*, 325(5940), 569-571.
- 4.5 In addition, the discussion document states that a 20-year review period would not apply to plans already overdue for review, which means it will not alleviate the current backlog of plan reviews.

#### Issue 1B

- 4.6 The length and complexity of the planning process to review or amend objectives and policies in conservation management plans, is identified as a management hurdle. The document suggests introducing a process that allows DOC to bypass public notification and consult only with relevant conservation broads, tangata whenua and those persons DOC deems to be directly affected, in cases where DOC deems there is limited public interest.
- 4.7 A similar limited notification process is available for plan changes under the RMA. However, a fundamental difference in that case is that the RMA deals with private property, and limited notification plan changes only apply in cases where the plan change will affect few people, eg a proposal to rezone land or a rule to protect local character that may apply to houses only in one street. Land which is subject to a management plan under the Conservation Act 1987, National Parks Act 1980 or Reserves Act 1977, is land which is held by the Crown for conservation purposes, on behalf of all New Zealanders.
- 4.8 In addition, the objectives and policies of a planning document are fundamental. They determine how a conservation area will be managed as well as guiding decision-making on concessions. Excluding the public from participating in the planning process is counter-intuitive to the purpose for which the land is held and the role of objectives and policies in a plan; and is a step away from the trend



over the last 10 years towards more collaborative and inclusive environmental planning processes in New Zealand.

- 4.9 The discussion document suggests DOC will consult with parties it deems affected, and then make recommendations to the Conservation Board. How will DOC determine who is affected in relation to conservation areas with open public access? Also, it is implied that those persons identified as affected parties would not have the ability to address the Conservation Board themselves. Again, we question whether such an approach is sufficiently transparent for the management of land held for the benefit of all New Zealanders?
- 4.10 Amendments to the conservation planning process are proposed to apply to conservation management areas as defined under the Conservation Act 1987. This definition excludes reserves administered by bodies other than DOC. The result will be a situation whereby management plans for reserves administered by local authorities are publicly notified, while management plans for areas with arguably higher conservation values and greater general public use and interest, may not be.
- 4.11 Another option is to include in conservation management plans policy directing which provisions may be changed via a limited notified review process and those which can only be altered using a full public notification process. This option allows the decision on notification to be tailored to each conservation area and management plan, and would give people the right to submit on that policy when the plan is notified. Also, the plan could indicate who will be notified in the case of a limited notified change.

#### Issue IC(i)

- 4.12 The discussion document also suggests the requirement to notify the public of the intent to review a national park management plan and to invite written requests for matters to be included in the plan under s47 of the National Parks Act 1980, should be removed. (The document notes it is not a requirement for conservation management plans under the Conservation Act 1987.)
- 4.13 Notifying the intent to review a plan and calling for matters of interest is not required for regional or district plans under the RMA. However, under that Act, any person may make a submission and request any matter to be considered in the plan (provided the matter falls within the functions of the local authority and the jurisdiction of the plan). There is also a further submission process enabling other people to submit on these new matters requested in submissions; as well as a public hearing process and appeal rights.
- 4.14 If the step to notify the intent to review a plan and call for suggestions is removed, there needs to be some mechanism for the general public to posit matters they would like included in a conservation plan. To that end, having a requirement to consult with those parties who have particular interests in the area such as tangata whenua, local authorities, concession holders, and regular park users when drafting the plan would align the planning process more closely with planning best practice and the move towards more inclusive and collaborative environmental planning.
- 4.15 While the provisions of s47 of the National Parks Act 1980 do not apply to conservation management plans under the Conservation Act 1987, a similar provision does apply to reserve management plans prepared by administering bodies under s41(5) of the Reserves Act 1997. WDC submits it would be

nonsensical to have a greater requirement for public notification and more opportunities for public input into a reserve management plan prepared under s41 of the Reserves Act 1977, then for a national park management plan. Therefore we suggest that if changes are made to the requirement to notify intent of a plan review and invite suggestions from the public, a corresponding amendment is made to s41(5) of the Reserves Act 1977.

#### Issue 1C(ii)

- 4.16 The discussion document proposes changing the requirement to hold hearings in support of submissions on conservation planning documents. Both options mooted in the discussion document seek to remove the formal public submission process in favour of an opportunity for public input into a draft conservation management plan. Option 1 then removes any right of submitters to attend a hearing and speak in support of their submission, while Option 2 includes the opportunity for the public to address representatives of DOC and the relevant conservation board at a public meeting. Option 3 is to retain the status quo.
- 4.17 For similar reasons as outlined in Issue 1B, WDC does not support the removal of the right of people to make a submission on a notified conservation management plan or the right to speak in support of that submission at a hearing. The public submission process on conservation planning documents is already limited compared with planning documents under the RMA. To reduce it further does not accord with managing extensive areas of land held largely for the purpose of public access and enjoyment; and is counter-intuitive to the trend towards increased public consultation and collaboration in statutory planning processes over the last 10 years.
- 4.18 Inputting into a draft plan is not the same as the right to submit formally on a notified plan. Conservation management plans have the force of regulations in statute. Any rules are legally binding and the objectives and policies drive the decision-making by DOC on the granting of concessions, leases, licenses and easements. People applying for these permissions, along with the general public, should have a right to submit on any proposed regulation and to know that such regulation will only be altered in accordance with requests made in submissions. That is a fundamental hallmark of democracy.
- 4.19 It is not clear how any of these changes will reduce the backlog of work to be undertaken on plan reviews. From our observation, the bulk of the time spent on a plan review is in drafting and consultation with tangata whenua. Those steps cannot be missed. With a limited submission process and no appeal rights, it would appear that the time spent in formal submissions and hearings is relatively short.
- 4.20 Finally, we note that the proposed amendments are not applying to reserve management plans prepared by administering bodies under s41 of the Reserves Act 1977. Again, this creates a potential nonsensical situation in which the general public will have more participatory rights in planning for local reserves than national parks and major conservation areas.

#### Issue C(iii)

- 4.21 The discussion document notes that the requirements for public notification and providing copies of draft management plans under the National Parks Act 1980 and the Conservation Act 1987 need to be updated to reflect digital communications.

- 4.22 WDC supports amending the legislation to clarify that public notification of conservation planning processes and access to copies of conservation management plans ought to be able to occur electronically. We suggest a similar amendment is required to s41 of the Reserves Act 1977, to apply to reserve management plans which are prepared by other administering bodies than DOC (noting that the definition of conservation management plan only refers to plans prepared under s40B of the Reserves Act 1977 and not s41).
- 4.23 However, we have some concerns if the only means of notification is to be electronic. Many people in rural and remote areas do not have access to internet or at sufficient speeds to enable them to inspect large files. In addition, most people, unless they work in the field, are unlikely to be regularly inspecting the DOC website for notifications.
- 4.24 WDC suggests public notification of a conservation planning document should still be advertised within a community or local newspaper circulating in the locality of the conservation management area; and for national parks and reserves, within the major daily newspaper. Iwi authorities and local authorities ought to be notified directly.
- 4.25 We also suggest a hard copy of any planning document that is open for submissions should be provided within the local library or local authority service centre, for those who do not have appropriate electronic access.
- 4.26 There is a body of literature on the importance of inclusivity and effective community consultation in managing and protecting biodiversity; eg Department of Conservation (2022), *Te Mana O Te Taiao Aotearoa New Zealand Biodiversity Strategy 2020*, Department of Conservation, Wellington, New Zealand <https://www.doc.govt.nz/globalassets/documents/conservation/biodiversity/anzbs-2020.pdf>; New Zealand Government (2022), *National Policy Statement for Indigenous Biodiversity: Exposure Draft*, New Zealand Government, Wellington, New Zealand, <https://environment.govt.nz/assets/publications/NPSIB-exposure-draft.pdf>; Clarkson, B. (2022), 'Reversing Biodiversity Decline in Aotearoa New Zealand,' *Policy Quarterly*, 18(2), 61-70; and Martinez-Almoyna, C., & Tuinder, S., 'Restoring Urban Biodiversity Through the Facilitation of Stewardship: Lessons from Predator Free 2050 in Aotearoa New Zealand,' *Available at SSRN 4114088*.

## 5. Concessions

### Issue 2A

- 5.1 Issue 2A discusses the current restrictions that mean DOC can only grant concessions for activities in conservation management areas if that activity is specifically provided for in the relevant management plan. Option 1 suggests the Minister be given power to specify activities that may occur without the need for a concession.
- 5.2 WDC supports the concept of permitted activities without concessions provided it is limited to activities that are appropriate to the classification and values of the area, the activity is of a transient nature, any effects are *de minimus*, and the activity does not involve exclusive occupancy of an area or the need to exclude public access to an area. The appropriateness of those activities will vary place to place. However, there should be a process for public input into the activities which will be permitted in an area, and an ability to amend or override these

regulations quickly, in a situation where such activities result in inappropriate effects.

- 5.3 To that end, we think the discounted option to provide for permitted activities in conservation management plans is most appropriate. We do not agree that the option should be discounted simply because it changes the decision-maker from the Minister to Conservation Boards. In our view, it is appropriate to consider what activities ought to be permitted in a conservation management area as part of an integrated planning approach to managing that area in a conservation management plan; not through regulations determined at a national level.

#### Issue 2B

- 5.4 Issue 2B deals with ambiguity in the legislation which may limit DOC's ability to issue 'pre-approved' concessions for a class of activity. Options 1 is to amend the Conservation Act 1987 to clarify that 'pre-approved' concessions can be issued in advance of, or without receiving, an application.
- 5.5 The purpose of a 'pre-approved concession' and how it may differ from a permitted activity is unclear in the discussion document. The introductory material suggests the intent is to enable DOC to issue concessions for some activities using standard conditions without having to assess each application. It isn't clear how this tool would vary from having a template concession with standard conditions that can be issued when an application is received.
- 5.6 Similarly, it is unclear how a 'pre-approved' concession can be issued without receiving an application. A concession has to be issued to someone (an applicant). If not, it is a permitted activity. If there is no application or it is issued before an application is received, then it is unclear how it can be used to secure payment of fees or royalties, manage cumulative effects, or how any standard conditions can be monitored or enforced.
- 5.7 We respectfully suggest this concept may need further thought, particularly in light of the proposal for permitted activities. Perhaps the gains DOC is seeking in processing efficiencies for like activities can be obtained by using concessions with standardised templates and conditions?
- 5.8 If a 'pre-approved concession' is developed, we suggest the most appropriate place to identify activities that would be managed by using this tool, is in the relevant conservation management plan as we suggest for permitted activities in paragraph 5.3.

#### Issues 2C-2D

- 5.9 Issues 2C and 2D deal with tendering processes for concessions. Issue 2C seeks changes to enable DOC to return an application for a concession if it considers tendering would be more appropriate. At face value this would appear to be an appropriate change, but for transparency and consistency, we suggest any provision includes the circumstances under which a tender process is more appropriate, and the timeframe within which the tenders need to be called.
- 5.10 Similarly, the changes suggested in Issue 2D to enable DOC to issue a concession to a successful tender without another application, appears more efficient. However, this is assuming that the tender documentation includes sufficient information to enable a concession to be issued with appropriate conditions.

Issue 2E

- 5.11 Issue 2E seeks to impose a time limit within which a person who has been declined a concession may seek a review of that decision. It provides certainty for the applicant, any interested parties, and DOC to have a limited review process. Fifteen (15) working days is the standard timeframe for lodging an objection or appeal on resource consent decisions under the RMA.

**6. Minor and Technical Amendments**Governance - Issues 3A-3D

- 6.1 WDC supports the proposal in Issue 3A, Option 1 to introduce provisions to limit any personal liability of members of the New Zealand Conservation Authority and Conservation Boards in carrying out their statutory functions.

Issue 3B - Auditing of Reserve Boards & Administering Bodies

- 6.2 Issue 3B needs clarifying. The document reads as though the proposal is that any reserve board or administering body managing a reserve whose annual income or expenditure is less than \$1m, not be subject to annual auditing by the Auditor-General.
- 6.3 However, it is not clear whether that \$1m threshold is intended to apply per reserve, or the total value of all reserves administered by that body. Either way, the threshold of \$1m budget appears quite high for ensuring a level of transparency and accountability in the expenditure of public funds.
- 6.4 Also, it is not clear whether this change is intended for reserves administered by local authorities. The document says, "Local authorities, which manage many reserves, include their financial records in their annual accounts." However it does not say whether the Minister intends that because auditing occurs under the Local Government Act 2002 there is no need for a duplicate process, or whether the proposal is to remove any auditing requirement for local authorities as well. It is also unclear why ratepayers should fund the auditing of reserves administered by local authorities if comparably-sized reserves, administered by other bodies, do not have to be audited.
- 6.5 Other reserve administering bodies such as a community trust may also have annual auditing requirements as part of their Trust deed or association rules. The discussion document is not clear whether the intent is to override those requirements or simply not add to them.
- 6.6 The document notes auditing is paid for by the Crown, but the document does not explain or attempt to quantify how removing these auditing requirements will reduce the workloads for DOC in conservation planning and concessions.
- 6.7 Another option, is to remove any requirement for auditing of reserve boards or reserve administering bodies if they are already subject to an annual auditing process, eg because they are administered by a local authority or because it is a requirement of their constitutional composition, eg as a Trust. This would reduce the inefficiencies of 'double-auditing' of reserve boards and administering authorities, while ensuring all are subject to one annual audit.

Reserve Classifications – Issue 3E & 3F

- 6.8 Issue 3E and 3F deal with reserve classifications. We agree that it seems an unnecessary duplication of process to require an area of land to be classified a reserve first before it can then be classified a nature or scientific reserve.

However, any proposal for a conservation management area to be reclassified as a nature or scientific reserve needs to be subject to consultation with tangata whenua and the public, as the activities allowed in a nature or scientific reserve are limited.

- 6.9 For the reasons outlined in paragraphs 4.23 to 4.26 above, we support the proposal to amend the Reserves Act 1977 to allow notification by electronic means. However, we suggest those provisions need to apply to other administering bodies under s41 of the Reserves Act 1977 as well as DOC and maintain that electronic notification should occur as an addition to, not a substitute for, local newspapers.

#### Aircraft Concessions – Issues 3G & 3I

- 6.10 WDC believes it is appropriate that aircraft take-off and landing on any conservation area requires a concession (Issue 3G), which is our staff understanding of the status quo. We also support that this requirement applies to recreational users of aircraft (Issue 3I).
- 6.11 While the default position ought to be a concession, there may be some areas and activities that are appropriate without a concession. As this will vary depending on the purpose of the conservation management area, its location and other values, management of aircraft should be determined in the appropriate conservation management plan. This approach is consistent with our position in paragraph 5.3 that permitted activities are best identified in the appropriate conservation management plan.
- 6.12 Finally, the definition of aircraft ought to include un-motorised craft such as microlights and un-manned aircraft such as drones and remote controlled model aircraft. Landing of aircraft such as microlights in braided riverbeds or other ecological sensitive environments can affect wildlife; and noise nuisance from drones in public places is well-documented.

#### Other Matters

- 6.13 As noted in paragraphs 3.3 and 3.4, the focus of this discussion document has been on DOC processes, rather than the administration of reserves per se. In our comments we have identified several examples where proposed changes to processes under the National Parks Act 1980 or s40B of the Reserves Act 1977, ought to apply to s41 of the Reserves Act 1977 as well.
- 6.14 In addition, there are administrative efficiencies that could be gained by reviewing the legislative requirements for other administering bodies under the Reserves Act 1977. For example, we question whether it is necessary for DOC to sign off local reserve management plans. In this case, the knowledge of the community and the reserve area is held by local authorities.
- 6.15 We appreciate that the focus of the current consultation is on streamlining processes ahead of conservation law reform. However any reform process needs to focus on local reserves too. The greenspace and recreational requirements of local neighbourhoods in 2022 are very different from 1977. We suggest more attention should be given to local reserves, their purpose(s), values, and administration, and the agencies best placed to manage them.

## 7. Conclusion

- 7.1 In conclusion, we thank the government for the opportunity to comment on the discussion document "Conservation management and processes." We support both the impending review of conservation law reform and the benefits from improving efficiencies in conservation management and processes in the interim.
- 7.2 Some of the issues raised in relation conservation management planning, particularly under the National Parks Act 1980 and Reserves Act 1977, apply equally to local authorities and other administering bodies under the Reserves Act 1977. These matters have not been considered in this discussion document.
- 7.3 There are other processes that create additional and, in our view, unnecessary work for DOC in relation to reserves administered by local authorities. We suggest these processes could be streamlined as well.
- 7.4 However we do not support measures to reduce public participation in the development and review of conservation management plans. In our view such a change is counter-intuitive to the purpose for which land is held in conservation management, particularly national parks and large reserves, and goes against good planning practice and the trend in New Zealand to more inclusive and collaborative environmental planning over the last 10 years.
- 7.5 Going forward, we advocate for conservation reform to focus not only on DOC-administered conservation areas, but the provision for and value of local reserves and who is best placed to identify and manage them.
- 7.6 Finally, we reiterate our concern that the time period for submissions on this document, alongside the multiple other consultations being undertaken by the government, is too short for local authorities to respond in a meaningful way, with the opportunity to engage both internally with elected representatives, and externally with partners and constituents.

Our contact for service and questions is Dr Lynda Murchison – Lead Advisor Sustainable Development (lynda.murchison@wmk.govt.nz, or 027 225 0585).

Yours faithfully



Jeff Millward  
Acting Chief Executive





In the Matter of  
**Exposure draft of amendments to the  
National Policy Statement for Freshwater  
Management 2020**  
and  
**Exposure draft of changes to the National  
Environmental Standards for Freshwater  
2020**

Submission by  
**Waimakariri District Council**

10 July 2022

Contact: Dr Lynda Murchison (Lead Advisor – Sustainable Development)  
[lynda.murchison@wmk.govt.nz](mailto:lynda.murchison@wmk.govt.nz) or 027 225 0585



## 1 Introduction

- 1.1 The Waimakariri District Council (WDC) welcomes the opportunity to submit on the exposure drafts of changes to the National Policy Statement for Freshwater Management 2020 (NPSFW) and the National Environmental Standards for Freshwater 2020 (NESFW).
- 1.2 As the changes to these documents are interlinked, our submission deals with both documents.
- 1.3 This submission provides some background about Waimakariri District and general comments around the process and timeframes for consultation, in particular in relation to the proposed National Policy Statement for Indigenous Biodiversity (NPSIB); followed by general comments on natural wetlands which apply to both documents, and the management of riverbeds, in particular as they apply to braided rivers. Finally, we comment on the wording of specific amendments proposed in each document.

## 2. Background

- 2.1 Waimakariri District is located in the Canterbury Region, north of the Waimakariri River. The District is approximately 225,000 hectares in area and extends from Pegasus Bay in the east to the Puketeraki Ranges in the west. It lies within the takiwā of Ngāi Tūāhuriri one of the primary hapu of Te Rūnanga o Ngāi Tahu. The District shares boundaries with Christchurch City to the south, Selwyn District to the south and west, and Hurunui District to the north.
- 2.2 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. Primary production and construction are the largest industry sectors.
- 2.3 The District's population has increased from 33 000 to 62 800 in the years 1996-2020, and is estimated now to be over 68 000. 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.
- 2.4 WDC is interested in amendments to the provisions for managing natural wetlands in relation to urban development, landfills/cleanfills and quarrying. We are concerned about potential inconsistency of these provisions with: the requirements placed on rural landholders to protect natural wetlands; with the management of indigenous biodiversity under the proposed NPSIB, and with other national and local policy and plans.
- 2.5 As a territorial local authority with braided rivers within our district, we are interested in the proposed changes to the NPSFW in relation to riverbeds, and the relationship with provisions for claiming accreted riverbed under the Land Transfer Act 2017.
- 2.6 Finally, we wish to record our concern, again, at the quantum of legislative and policy reform coming from central government and the timeframes given for a

response. In the two months from 26 April to 26 June 2022, the government has notified eight separate consultations pertaining to environmental management alone; each with no more than six weeks to respond. All of this consultation is occurring against a backdrop of imminent resource management and local government reform, yet each consultation is prepared assuming 'business as usual.'

- 2.7 Once again, we respectfully remind the government that when it chooses to consult it has a duty to ensure it provides sufficient information to understand the proposal and sufficient time to make a meaningful response. In our view, sufficient time includes time for local authorities to consider proposals both internally and to engage with their partners and constituents before providing a response.

### 3. General Comments on Proposed Amendments

#### Maintenance & Enhancement of Natural Wetlands

- 3.1 Protection of the natural character of wetlands and significant areas of indigenous vegetation and habitats of indigenous fauna, are matters to be recognised and provided for under sections 6(a) and (c) of the Resource Management Act 1991 (RMA) respectively. Since the Act's inception, the Department of Conservation (DOC), professional ecologists and environmental advocacy groups have been advocating and educating on the importance of natural wetlands to ecosystem functioning and biodiversity in New Zealand; and the need to halt and reverse wetland loss.
- 3.2 Globally wetlands are ecosystem 'superstars' – they cover only 1.5% of the Earth's surface but provide 40% of global ecosystem services (Clarkson et al, 2013, p.198). IN New Zealand, they are highly valued for biodiversity, mahinga kai, as water reservoirs to reduce inundation, as natural filters to improve water quality, and as sources of carbon sequestration. While wetlands are a dominant source of natural methane emissions, they have the highest carbon densities of any terrestrial ecosystem, so long-term they sequester more carbon equivalent emission than they release (Ibid, p.199).
- 3.3 New Zealand's geographic isolation renders our wetlands compositionally distinct. Approximately 80% of our wetland vascular plants are endemic ([www.Doc.govt.nz/nature/habitats/wetlands](http://www.Doc.govt.nz/nature/habitats/wetlands)). Wetlands support 67% of New Zealand's endemic freshwater and estuarine fish species and provide habitat for 13% of our nationally threatened plant species (Clarkson et al, 2013, p.198).
- 3.4 Over the last 150 years, over 90% of New Zealand's wetland areas have been drained or removed ([www.Doc.govt.nz/nature/habitats/wetlands](http://www.Doc.govt.nz/nature/habitats/wetlands)) which is among the highest loss rates in the world (Clarkson et al, 2013). That loss is a function of population and settlement density, with only 4.9% of original wetlands remaining in the North Island but 16% in the South Island ([www.Doc.govt.nz/nature/habitats/wetlands](http://www.Doc.govt.nz/nature/habitats/wetlands)). Today, New Zealand wetlands comprise less than 1% of our land area but generate 13% of our land use value in terms of water retention and filtering services, ecosystem services and cultural values (Clarkson et al, 2013).
- 3.5 WDC supports, in principle, any amendments to the national planning framework that reduces the bureaucracy and cost associated with maintaining, enhancing and restoring natural wetlands. It is counter-intuitive that people contributing to

biodiversity, which is a public good, through maintaining, restoring or enhancing wetlands, face costs to obtain resource consents to undertake that work.

- 3.6 In addition, natural wetlands can be degraded or lost through benign neglect, whereby landholders do not actively maintain wetlands because the activities require a resource consent, and the process and associated cost are onerous. For example, a rural property owner in North Canterbury was recently quoted \$30-40,000 for an ecological assessment of the wetland on his 43 ha property.
- 3.7 We support the proposed amendments to the NESFW to make activities associated with wetland maintenance, enhancement and biosecurity a permitted activity. However, we question whether the requirement to have a wetland restoration plan prepared and lodged with the council is justified (Clause 38 (5)(c) and (6)) given the nature of these activities and the conditions limiting their scale and scope, as permitted activities. In the interests of maintaining and enhancing natural wetlands, our position is that the planning regime should make these activities as easy and cheap as possible.

#### Loss of Extent or Values of Natural Wetlands

- 3.8 It is heartening that the Minister is recognising and responding to concerns about national regulations. However, we are struggling to understand the rationale behind some of the proposed amendments to the NPSFW and the NESFW for natural wetlands. These amendments effectively make the partial or complete drainage of any natural wetland for urban development, landfills/cleanfills, quarrying or mining a restricted discretionary or activity anywhere.
- 3.9 In addition, the requirement to apply the effects management hierarchy as part of decision-making on any resource consent application, implies that these applications should not be declined. Rather the applicant is required to avoid adverse effects on the wetlands is possible and, if not, remedy or mitigate adverse effects or, as a last option, offset adverse effects.
- 3.10 This approach to managing natural wetlands seems inconsistent with:
- (i) The provisions that apply to other land uses that may affect natural wetlands such as farming and forestry;
  - (ii) The last thirty years of information about the importance of wetlands; and
  - (iii) The proposed NPSIB, the provisions in many regional and district plans, and relevant case law.
- 3.11 While farming, forestry and other land uses are being required to work around natural wetlands, the proposed amendments to the NPSFW will make it acceptable to compromise the extent or values of natural wetlands if the land is to be used for urban development, the winning of material to support urban development (quarrying), and the deposition of waste from urban development (landfills/cleanfills). This approach to managing natural wetlands appears somewhat inconsistent between urban and rural areas, and leaves the burden of protecting New Zealand's biodiversity on private land to rural landholders.
- 3.12 Geographically, the areas with the greatest natural wetland loss and the fewest remaining wetlands are those parts of New Zealand where land use settlement and intensification has been greatest, particularly urban and peri-urban areas (Clarkson, et al, 2013, p.199). The wetland ecosystems found in those areas are often not represented in other areas where wetlands are more plentiful.

- 3.13 WDC understands the rationale behind providing more flexibility around the management of natural wetlands in relation to mining, particularly on the West Coast of the South Island, which has the highest area of remaining wetlands (Clarkson, et al, 2013). Both natural wetlands and mineral deposits occur in-situ, so to achieve the purpose of the RMA, a broad overall judgement needs to be made considering the relative values of both activities. However, in making that broad overall judgement, we think the proposed amendments to the NPSFW and NESFW ought to include greater consideration of the ecological values of the wetland, particularly those that qualify as Significant Natural Areas (SNAs). In our view, such a change would better achieve the purpose of the RMA, including recognising and providing for the matters set out in s6(a) and 6(c) of the Act, than the proposed amendments.
- 3.14 We are flummoxed as to why provision is being made to drain a natural wetland for a landfill or cleanfill as a discretionary activity. Irrespective of any values associated with wetlands, it would seem the antithesis of good land use planning to locate a landfill in an area where the water table is close to or at surface level. In addition, it seems unnecessary to achieve the purpose of the RMA as the location of any landfill or cleanfill is not predetermined in the way the location of a mineral deposit is.
- 3.15 For similar, reasons we are struggling with why a planning authority ought to allow the full or partial drainage of a natural wetland for urban development. It is unclear why urban development is not directed to occur around natural wetlands in the same way as farming, forestry and other land uses are required to work around and protect natural wetlands? There are many examples where urban development has occurred around natural wetlands, and examples where developers create artificial wetlands as an amenity feature. In our view, the latter approach better achieves the purpose of the RMA and is more consistent with other government policy, eg the proposed NPSIB and the draft National Adaptation Plan (2022, p.59) for climate change which advocates for the use of nature-based solutions in urban environments to reduce emissions and adapt to climate change.
- 3.16 The proposed amendments to Clause 3.22 of the NPSFW direct regional councils to include policy in their plans for when the extent or values of natural wetlands may be lost for urban development, quarrying, mining and landfills/cleanfills. Proposed Policy 3.22(c)(iv) of the NPSFW states *“there is either no practicable alternative location for the activity, or every other practicable location would have equal or greater adverse effects on a natural inland wetland;...”*
- 3.17 There is no indication in the policy of what constitutes a valid ‘alterative location.’ Developers only own certain areas of land, so is the consideration alternatives limited to the sites they own in an area; or is it the best location in terms of urban development areas identified for a town in the district plan; or the best location considering options between towns in a district or region?
- 3.18 In addition, it is not clear what the term ‘practicable alternative’ encompasses? Is this where other adverse effects of urban development such as other ecological, cultural or landscape values of the site, natural hazards, soils, ability to provide infrastructure, access to public transport, amenity values and reverse-sensitivity effects are considered? And if so, are those effects given priority over the loss of a natural wetland?

- 3.19 Finally, proposed policies 3.22(c) to (f) of the NPSFW require the regional council to be satisfied the policy requirements are fulfilled in relation to the location of urban development, quarrying, mining and landfills/cleanfills. However, planning for urban development, landfills/cleanfills, mining and quarrying is largely the function of territorial local authorities under the RMA.
- 3.20 The proposed amendments to the NPSFW and NEWFS suggest the current national policy and regulatory framework for natural wetlands may be facing three hurdles;
- (i) The criteria for defining natural wetlands is too broad and is capturing land that does not warrant protection; or
  - (ii) National regulations are not appropriate for managing wetlands in New Zealand due to geographic variation and local approaches are more appropriate; or
  - (iii) The government is prioritising urban development over other values.
- 3.21 In our view, the amendments proposed to the NPSFW and NESFW are inconsistent and confusing. If natural wetlands are ecologically so valuable we should avoid any loss in their extent or value, this policy should apply to any land use. If the position is that decisions need to be made on a case-by-case basis considering the wetland values alongside other considerations, then that position should apply to all land uses.
- 3.22 The default status for activities affecting natural wetlands in the NESFW is a prohibited activity under clause 53. We submit this status, combined with the use of 'one shoe fits all' regulations in a country as geographically diverse as New Zealand, has added to the difficulty of implementing a national policy and regulatory framework.
- 3.23 Therefore, we suggest in the first instance, policies and methods to manage natural wetlands ought to be made locally. The amendments proposed to Clause 3.22(c) to (f) of the NPSFW to hand the matter back to regional councils, reinforces our view that local approaches are more appropriate provided that regional and district plans deal with the matter. To that end, we suggest the use of national policy and regulation as a default position, which applies in cases where there are no relevant regional or district provisions to manage effects of activities on natural wetlands.
- 3.24 Also, we suggest the default status for an activity that is not provided for in the NESFW be non-complying, not prohibited. Prohibited activity status means no resource consent can be applied for and, as such, ought to be reserved for activities that are not wanted in any location or circumstance. It should not be the default position for any activity not provided for in the regulations.
- 3.25 We suggest changes to the specific provisions of the exposure drafts of amendments to the NPSFW and NEWFW in section 4 below.

#### Riverbeds

- 3.26 The exposure draft of amendments to the NPSFW includes the addition of the word 'bed' to each reference to 'river' in the document; effectively applying all provisions in that pertain to 'rivers' to 'riverbeds.'
- 3.27 With the exception of braided rivers, there is not usually much geographical distinction between a river and its bed. Presumably, this amendment has been introduced to address the loss of braided riverbed extent and values?

- 3.28 WDC understands the issue the Minister is seeking to address but does not agree the proposed amendments are appropriate. Section 13 of the RMA already requires a resource consent for activities in the bed of a lake or river unless those activities are allowed by a rule in a regional plan or a resource consent. Most district plans also require resource consents for larger-scale earthworks, tree-planting and structures within specified distances from a lake or river.
- 3.29 Beds of braided rivers in the South Island can be several hundred metres in width (the Rakaia riverbed is over two kilometres in width). Consequently, there are activities which need to occur within riverbeds and relevant regional plans include rules for permitted activities where effects will be transient or minor, and those requiring resource consents. However, many of these activities will affect the extent or values of riverbeds to some extent and as such will not give effect to the NPSFW, if the proposed amendments to Clause 3.24 remain in their current form.
- 3.30 In relation to riverbed encroachment, two of the most significant barriers to effective are not addressed by amendments to the NPSFW. The first is determining what constitutes the bed of a braided river.
- 3.31 The definition of bed is set out in the RMA (s2) as “means,—  
 (a) *in relation to any river—*  
 (i) *for the purposes of esplanade reserves, esplanade strips, and subdivision, the space of land which the waters of the river cover at its annual fullest flow without overtopping its banks: and*  
 (ii) *in all other cases, the space of land which the waters of the river cover at its fullest flow without overtopping its banks...*”
- 3.32 However, braided rivers often have large areas of accreted bed that are no longer part of the active channel even at its annual fullest flow, and banks that are not easily defined. There has been difficulty and contention in Canterbury with attempts by Environment Canterbury to map and define the extent of braided riverbeds. A definition of riverbed in the RMA that is explicit for braided rivers may be necessary to remedy this issue.
- 3.33 The second issue is the ability for any person who has land adjoining a river to claim accreted riverbed into their Title under the Land Transfer Act 2017. Some of the land development in braided riverbeds in Canterbury has occurred after landholders have acquired accreted riverbed into their Title under the s21(1)(c) and Regulation 17(2) of the Land Transfer Act 2017.
- 3.34 Section 21 of the Land Transfer Act 2017 empowers the Registrar-General of Land to alter the boundaries of land because of erosion or accretion. The process for making an application is set out in Land Information New Zealand’s Accretion and Erosion Guidelines 2019 (LINZ OP G01228). Clause 4.1 (p.7) of that document lists the legal requirements for making an application for accreted riverbed:
- (a) The land has a moveable boundary;
  - (b) The doctrine of accretion was not excluded at the time of the original grant or conveyance of the land; and
  - (c) The area claimed is stable and has formed gradually and imperceptibly.

- 3.35 There are no other grounds to consider applications for accreted land including any loss of the extent of the riverbed and associated values.
- 3.36 The juncture between provisions to acquire accreted land in the Land Transfer Act 2017 (and its predecessor) and the management of riverbeds under the RMA is unclear and causes confusion. It is not unreasonable for a landholder to assume that once they have acquired accreted riverbed into their Title it is no longer riverbed. After all, the accretion claim process is premised on the recognition of a moveable boundary between freehold land and the river. However, Environment Canterbury has taken a view that such land is still riverbed and therefore s13 rather than s9 of the RMA regulates the use of this land.
- 3.37 We suggest that any measures to deal with the loss of riverbed extent and values needs to address these issues of how braided riverbeds are defined and the status of accreted land transferred to freehold Title under the Land Transfer Act 2017.

#### Proposed NPSIB

- 3.38 Finally, we note the government is now consulting on the proposed NPSIB. The definition of indigenous biodiversity in the NPSIB does not exclude natural wetlands, and we are concerned that the two sets of national policy do not seem to be aligned. The proposed NPSIB emphasises the need to protect Significant Natural Areas (SNAs) and indigenous biodiversity (see clause 1.5, Fundamental Concepts) while the exposure draft of the NPSFW provides for activities that will result in loss of the extent and values of natural wetlands.
- 3.39 Clause 1.3 of the NPSIB states the document does not apply to aquatic indigenous biodiversity, but that term is not defined in the NPSIB, nor is it used in the NPSFW or NESFW. In addition, subclause (2) of the NPSIB identifies several circumstances when either the NPSIB or documents prepared to give effect to it such as regional biodiversity strategies, will apply to wetlands. Potentially, there is marked inconsistency in the national direction given to managing natural wetlands between the two national policy statements.
- 3.40 The proposed amendments to the NPSFW and NESFW will also mean many regional and district plans, which recognise and protect natural wetlands under either s6(a) or 6(c) of the RMA, will not give effect to these higher order documents. While a regional or district plan may have rules that are more stringent than a national environmental standard, any regional policy statement and regional or district plan must give effect to any national policy statement (s63(2)(c), s67(2)(c) and s74(2)(c)). This means regional and district plans that seek to avoid adverse effects of urban development, earthworks, quarrying and mining, or landfills/cleanfills on natural wetlands will have to be amended to give effect to the amended NPSFW.

#### **4. Relief Sought:**

- 4.1 Firstly, amend the NPSFW and NESFW so national provisions for managing natural wetlands only apply as default provisions in cases where there are no provisions in the relevant regional and district plans.



- 4.2 Secondly, amend the provisions in these documents and the proposed NPSIB to ensure consistency in the protection given to natural wetlands under both documents, and between rural and urban land uses.
- 4.3 Thirdly, amend the wording of specific provisions in the exposure drafts of amendments to the NPSFW and NESFW as shown in Table One below. The table lists the provisions as proposed, provides the reason for requested changes, and the relief sought. Text to be deleted is shown with a ~~strike through~~ and text to be inserted is underlined.

Table One: Proposed Amendments to Provisions for the NPSFW and NEWFS

Exposure Draft of Amendments to National Policy Statement for Freshwater Management 2020		
Provision	Reason	Relief sought:
3.21 Definition 'Biosecurity means eliminating or managing pests and unwanted organisms.'	To provide certainty to all parties, the definition needs to state who determines if an organism is a pest or unwanted. If a landholder decides the natural wetland has an unwanted organism, is that deemed biosecurity?	Delete the definition of biosecurity and replace with: <i><u>"Biosecurity means eliminating or managing any organism which is identified as a pest under a National or Regional Pest Strategy prepared under the Biosecurity Act 1993, or as an unwanted organism under the Hazardous Substances and New Organisms Act 1996; or is an invasive species."</u></i>
3.21 Definition 'natural wetland means a wetland (as defined in the Act) that is not: (a) a deliberately constructed wetland, <del>constructed by artificial means (unless it was</del> other than a wetland constructed to offset impacts on, or to restore, an existing or former natural wetland) as part of giving effect to the effects management hierarchy; or <del>(a)</del> (b) a wetland that has developed in or around a deliberately constructed water body, since the construction of the water body; or <del>(b)</del> (c) a geothermal wetland; or (d) a wetland that: (i) is within <del>any</del> an area of improved pasture <del>that, at the commencement date;</del> and (ii) <del>is dominated by (that is more than 50% of) exotic pasture species and is subject to temporary rain-derived water pooling has</del>	The amendments to the definition of natural wetland are generally supported, however further amendments are requested to clauses d(ii) and d (iii).  The 'National List of Exotic Pasture Species' referred to in the definition is not available on ME's website and is not needed. The key point is that if the wetland contains more than 50% exotic species used for grazing, it falls out of the definition. New exotic pasture species are regularly developed within the agricultural industry and a list will quickly become out-dated.  The term 'is not known to contained threatened species' is vague. It raises questions; threatened in what context, locally or nationally and 'known by whom'?	Amend definition to read: ' <i>natural wetland means a wetland (as defined in the Act) that is not:</i> (a) a deliberately constructed wetland, <del>constructed by artificial means (unless it was</del> other than a wetland constructed to offset impacts on, or to restore, an existing or former natural wetland) as part of giving effect to the effects management hierarchy; or <del>(a)</del> (b) a wetland that has developed in or around a deliberately constructed water body, since the construction of the water body; or <del>(b)</del> (c) a geothermal wetland; or (d) a wetland that: (i) is within <del>any</del> an area of improved pasture <del>that, at the commencement date;</del> and

<p>ground cover comprising more than 50% exotic pasture species (as identified in the <i>National List of Exotic Pasture Species</i> (see clause 1.8)); and (iii) is not known to contain threatened species</p>		<p><del>(ii) is dominated by (that is more than 50% of) exotic pasture species and is subject to temporary rain-derived water pooling has ground cover comprising more than 50% exotic pasture species (as identified in the <i>National List of Exotic Pasture Species</i> (see clause 1.8)); and</del> (iii) <del>does not is not known to contain threatened</del> <u>indigenous species that are rare or threatened in the ecological district.</u></p>
<p>3.21 Definition - Specified Infrastructure</p>	<p>We support the inclusion of (c) any water storage infrastructure in the definition of specified infrastructure. Water storage infrastructure will become increasingly important as New Zealand seeks to both reduce Carbon emissions and adapt to the effects of climate change.</p>	<p>Retain the proposed amendment to the definition of 'specified infrastructure.'</p>
<p>Clause 3.22 Natural wetlands (1) Every regional council must include the following policy (or words to the same effect) in its regional plan(s): "The loss of extent of natural inland wetlands is avoided, their values are protected, and their restoration is promoted, except where: ... (b) the regional council is satisfied that:  (i) the activity is necessary for the purpose of the construction or upgrade of specified infrastructure; and  (ii) the specified infrastructure will provide significant national or regional benefits; and</p>	<p>It is unclear why the words "The regional council is satisfied that" are added to clauses (b), (c), (d) and (e). They are superfluous and add an element of additional discretion to the policy that is not appropriate. The policy should simply outline the conditions under which the loss of the extent or values of a natural wetland may occur. It is up to the applicant to demonstrate to the consent authority how well the application complies with those policies.</p>	<p>Amend clause 3.22 to read: (ii) <i>Every regional council must include the following policy (or words to the same effect) in its regional plan(s):</i> <i>"The loss of extent of natural inland wetlands is avoided, their values are protected, and their restoration is promoted, except where:...</i> <del>(b) the regional council is satisfied that:</del>  <del>(i)</del> <i>(b) the activity is necessary for the purpose of the construction or upgrade of specified infrastructure; and</i>  <del>(ii)</del> <i>(i) the specified infrastructure will provide significant national or regional benefits; and</i></p>

<p>(iii) there is a functional need for the specified infrastructure in that location; and</p> <p>(iv) the effects of the activity are managed through applying the effects management hierarchy; or</p> <p>(c) the regional council is satisfied that:</p> <p>(i) the activity is necessary for the purpose of urban development that contributes to a well-functioning urban environment (as defined in the National Policy Statement on Urban Development); and</p> <p>(ii) the activity occurs on land identified for urban development in an operative regional or district plan; and</p> <p>(iii) the activity does not occur on land that is zoned in a district plan as general rural, rural production, or rural lifestyle; and</p> <p>(iv) there is either no practicable alternative location for the activity, or every other practicable location would have equal or greater adverse effects on a natural inland wetland; and</p> <p>(v) the effects of the activity are managed through applying the effects management hierarchy and, if aquatic offsetting or aquatic compensation is applied, the offsetting or compensation will be maintained and managed over time; or</p> <p>(d) the regional council is satisfied that:</p>	<p><u>Clause (c) - Urban development</u></p> <p>The policy should not apply to a natural wetland that is listed or otherwise meets the criteria for SNAs.</p> <p>Cause c (ii) is superfluous – urban development cannot occur on land which is zoned rural, rural production or rural lifestyle in a district plan.</p> <p>Clause c (iv) only considers the effects of urban development on natural wetlands. It is not clear what constitutes an ‘alternative’ location, what is considered ‘practicable’ or how effects of urban development are considered and prioritised relative to effects on natural wetlands.</p> <p><u>Clause (f) landfill/clean fills</u></p> <p>For the reasons outlined in section 3, we do not agree it is appropriate to allow loss in the extent and values of natural wetlands for the purpose of a landfill or clean fill site. Landfills and cleanfills are site-fixed and for a variety of reasons should not be in areas with high water tables.</p>	<p><del>(ii) (iii)</del> there is a functional need for the specified infrastructure in that location; and</p> <p><del>(iii) (iv)</del> the effects of the activity are managed through applying the effects management hierarchy.”; or</p> <p><del>(c) the regional council is satisfied that: (i) the activity is necessary for the purpose of urban development that contributes to a well-functioning urban environment (as defined in the National Policy Statement on Urban Development); and (ii) the activity occurs on land zoned identified for urban development in an operative regional or district plan; and</del></p> <p><del>(iii) the activity does not occur on land that is zoned in a district plan as general rural, rural production, or rural lifestyle; and</del></p> <p><del>(ii) there is either no practicable alternative location for the activity which better achieves the purpose of the Act considering all environmental effects; or every other practicable location would have equal or greater adverse effects on a natural inland wetland; and</del></p> <p><del>(iii) The natural wetland is not listed or does not meet the criteria for a Significant Natural Area under any relevant national or regional policy statement or any relevant regional or district plan; and</del></p> <p><del>(iv) the effects of the activity are managed through applying the effects management hierarchy and, if aquatic offsetting or aquatic compensation is applied, the offsetting or compensation will be maintained and managed over time; or</del></p>
--	---	---

<p>(l) the activity is for the purpose of expanding an existing, or developing a new, quarry for the extraction of aggregate; and</p> <p>(ii) extraction of the aggregate will provide significant national or regional benefits; and</p> <p>(iii) there is a functional need for the extraction to be done in that location; or</p> <p>(e) the regional council is satisfied that:</p> <p>(i) the activity is for the purpose of extracting any mineral in its natural state from the land; and</p> <p>(ii) extraction of the mineral will provide significant national or regional benefits; and</p> <p>(iii) there is a functional need for the activity to be done in that location; and</p> <p>(iv) the effects of the activity are managed through applying the effects management hierarchy; or</p> <p>(f) the regional council is satisfied that:</p> <p>(i) the activity is necessary for the purpose of expanding an existing, or developing a new, landfill or clean fill; and</p> <p>(ii) the new or expanded landfill or clean fill will provide significant national or regional benefits; and</p> <p>(iii) there is either no practicable alternative location, or every other practicable alternative location would have equal or greater adverse effects on a natural inland wetland; and</p> <p>(iv) The effects of the activity will be managed through applying the effects management hierarchy.”</p>		<p><del>(d) the regional council is satisfied that: (l) the activity is for the purpose of expanding an existing, or developing a new, quarry for the extraction of aggregate; and</del></p> <p><del>(ii) extraction of the aggregate will provide significant national or regional benefits; and</del></p> <p><del>(ii) the aggregate can only be found in re is a functional need for the extraction to be done in that location; and</del></p> <p><del>(iii)(iv) the effects of the activity are managed through applying the effects management hierarchy; or</del></p> <p><del>(e) the regional council is satisfied that: (l) the activity is for the purpose of extracting any mineral in its natural state from the land; and</del></p> <p><del>(ii) extraction of the mineral will provide significant national or regional benefits; and</del></p> <p><del>(iii) the mineral is only found re is a functional need for the activity to be done in that location; and</del></p> <p><del>(iii) the effects of the activity are managed through applying the effects management hierarchy; or</del></p> <p><del>(f) the regional council is satisfied that: (l) the activity is necessary for the purpose of expanding an existing, or developing a new, landfill or clean fill; and</del></p> <p><del>(ii) the new or expanded landfill or clean fill will provide significant national or regional benefits; and</del></p>
---	--	---

		<p><i>(iii) there is either no practicable alternative location, or every other practicable alternative location would have equal or greater adverse effects on a natural inland wetland; and</i></p> <p><i>(iv) The effects of the activity will be managed through applying the effects management hierarchy."</i></p>
<p>Clause 3.22(3)(b)</p> <p>(b) the council is satisfied that, if aquatic offsetting or aquatic compensation is applied, the applicant has had regard to the principles in Appendix 6 or 7, as appropriate; and...</p>	<p>Aquatic offsetting or compensation are key factors in the effects management hierarchy. This hierarchy will be used to manage the loss of the extent or values of natural wetlands in the proposed additions to Clause 3.22(1). To ensure aquatic offsets or compensation adds value to wetland biodiversity the principles in Appendix 6 and 7 ought to <b>be given effect to</b> rather than had regard to.</p> <p>In deciding on a resource consent application the consent authority has to have regard to the provisions in its regional plan and the NPSFW 2020 under s104 of the RMA. As such, there is still flexibility for the consent authority to discount the NPSFW provisions if they are inappropriate in an individual case.</p> <p>The reference to the regional council being satisfied ought to be deleted for the same reasons set out in Clause 3.22(1) above.</p>	<p>Amend clause 3.22(3)(b) to read:</p> <p><i>"(b) <del>the council is satisfied that, if aquatic offsetting or aquatic compensation is applied, the activity gives effect to applicant has had regard to the principles in Appendix 6 or 7, as appropriate; and...</del>"</i></p>
<p>Clause 3.22(c)</p> <p>"any consent granted is subject to:...</p> <p>(ii) If the consent is granted in relation to urban development, the conditions</p>	<p>Consent conditions ought to specify who will be responsible for monitoring the condition of a wetland, but this clause is insufficient for several reasons.</p>	<p>Delete Clause 3.22(c)(iii) and replace with a <u>clause which reads:</u></p> <p><u><i>"(iii) if any aquatic offset is required, the consent conditions specify:</i></u></p>

<p>specify who will monitor the condition of the wetland over time, and how.”</p>	<p>Firstly, the clause needs to apply to any activity that involves an aquatic offset, not only urban development. Secondly, the conditions must pertain to its ongoing maintenance and any repair as well as monitoring. Thirdly, irrespective of who is responsible for the wetland, if an aquatic offset is not well-maintained and create a public nuisance the issue will fall to the local authority by default.</p>	<ul style="list-style-type: none"> <li>- <u>how the offset will be developed, maintained and monitored;</u></li> <li>- <u>who will be responsible for the development and ongoing monitoring and maintenance of the aquatic offset;</u> <u>and</u></li> <li>- <u>if the wetland is not to vest in the territorial local authority as a reserve, a bond is established with the consent authority to cover any default by the consent holder or their nominee on maintenance or repair of the wetland.”</u></li> </ul>
<p>Clause 3.24 Riverbeds</p>	<p>The application of Clause 3.24 as is currently written to riverbeds rather than rivers, has unintended consequences as it applies to braided riverbeds.</p>	<p>Before this amendment proceeds, an amendment is required to the definition of ‘bed’ in the RMA to:</p> <ol style="list-style-type: none"> <li>1. Clarify how a braided riverbed is defined; and</li> <li>2. In relation to movable boundaries, the riverbed excludes any accreted land that has been acquired by the adjoining landowner under s21 (1)(c) of the Land Transfer Act 2017.</li> </ol>
<p>Appendix 6 Principles for aquatic offsetting</p>		
<p>Clause 3. No net loss and preferably a net gain</p>	<p>Clause 3 outlines that aquatic offsets should result in no net less and preferably a net gain in extent and values in a like-for-like comparison. Given an aquatic offset is used when adverse effects on a natural wetland cannot be avoided</p>	<p>Amend clause 3 to read: <del>“No net loss and preferably a net gain: This is demonstrated by a like-for-like quantitative loss/gain calculation, and is achieved when the extent or values gained at the offset site</del></p>

	remedied or mitigated, there should always be a net gain.	<i>(measured by type, amount and conditions) <del>are equivalent to or</del> exceed those being lost at the impact site.</i>
Clause 4. Additionally	Clause 4 wording is circular and confusing. Is the intent to require that a restoration or enhancement activity that would happen anyway as a result of legal requirements, funding or other activities, cannot be used as an offset?	Delete Clause 4 and replace with: <u><b>“Additionality: An activity cannot be used as an aquatic offset if the activity is required by law, is funded by another source, has been or will be undertaken by another person or entity regardless of the offset, or is already an aquatic offset for another activity.”</b></u>
Clause 5. Leakage	This clause prevents an aquatic offset from displacing harm to other locations or existing biodiversity at the offset site. As it is currently written, the principle could be argued as preventing the removal of exotic species from a natural wetland to enhance the habitat for indigenous species.	Delete clause 5 and replace with: <u><b>“Aquatic offset design and implementation avoids displacing harm to other locations or harm to indigenous biodiversity at the offset site.”</b></u>
Clause 6. Landscape context	The principle that any offset should be in the same location or ecological district is supported. In addition, it should be the same wetland ‘type’ or have similar ecosystem values. This is important to avoid situations where a rear wetland type such as a peat bog is offset by enhancing a more common wetland ecosystem within the same area.	Amend Clause 6 to read: <u><b>“Landscape context: An aquatic offset action is undertaken where this will result in the best ecological outcome, preferably close to the impact site or within the same ecological district and involves a wetland of the same hydrological or ecosystem type. The action considers....”</b></u>
Clause 8. Time lag	This clause manages the time lag between the loss of the extent or values of a natural wetland and the time when the aquatic offset occurs. The principle is supported but the maximum the time periods are too long. Given an aquatic offset	Delete clause 8 and replace with: <u><b>“Time lags: The time between loss of extent or values at the impact site and the gain of extent or values at the offset site is minimised by requiring work on offsets to begin at the same time as</b></u>



	occurs off-site there is no reason why offsetting cannot begin as soon as the resource consent is given effect to and ought to be completed at the same time (or before) the development.	<i>activities commence which affect the impact site, and requiring the offset works to be completed when the development is completed or within 10 years of development works commencing, whichever is the sooner."</i>
Appendix 7 Principles for aquatic compensation Clauses 3, 4, 5, 6 & 8	As for Appendix 6 above.	Amend as suggested for Appendix 6 above.
<b>Exposure Draft of Changes to the National Environmental Standards for Freshwater Management 2020</b>		
<b>Provision</b>	<b>Reason</b>	<b>Relief sought:</b>
Clause 38, Permitted Activities	<p>We support the amendment to provide for vegetation clearance and earthworks within 10m of a natural wetland as a permitted activity for wetland restoration, maintenance and biosecurity. However we do question the efficacy of condition 4(b) that states the activity must not affect the lesser of 500m<sup>2</sup> or 10% of the area of the natural wetland. Clause 5 then lists all the conditions under which clause 4(b) does not apply.</p> <p>Maintenance, restoration and biosecurity activities are likely to occur over the entire area of a natural wetland. Therefore the limits in condition 4(b) are still a significant barrier to making this activity permitted. The various exceptions to condition 4(b) in condition 5 are circular and confusing.</p> <p>Also, it is unclear why a wetland restoration plan is needed for the removal of non-indigenous vegetation with hand held tools under condition</p>	<p>Retain the amendments to Clause 38 (1) to (3). Delete condition 4(b) and replace with: <i>"(b) if the activity is vegetation clearance, earthworks or land disturbance the activity must either:</i> <i>- be undertaken using hand held tools only; or</i> <i>- must not affect more than 500m<sup>2</sup> or 10% of the natural area of the wetland, whichever is smaller."</i></p> <p>Delete proposed condition 5.</p>

	<p>5(c). Preparing and submitting a wetland restoration plan for a permitted activity seems to impose a disproportionate cost relative to the effects of the proposed activity (being the removal of non-indigenous vegetation using hand held tools) and is likely to act as a further barrier to people undertaking wetland maintenance, restoration and biosecurity.</p> <p>Similarly, condition 5(b)(iii), limiting permitted activities to hand held tools, prevents activities that may require machinery but have very limited effect, eg using a digger to remove a willow stump. We suggest there should be no areal limit on works using hand held tools, and the areal limit in existing condition 4(b) applies to the use of larger equipment.</p>	
<p>Quarrying Clause 45A Discretionary activities</p>	<p>For the reasons outlined in section 3 above, we do not agree that any quarrying activity in or within 10m of a natural wetland should be a discretionary activity.</p> <p>The rules should also consider the values of the natural wetland and whether quarrying can only occur in that area. Additional conditions need to be added to Clause 45A to recognise these factors.</p> <p>Proposed clause 45A (4) (c) is inappropriate as a condition for the status of an activity. It includes a discretion to determine whether effects from the discharge are likely to be adverse. In our</p>	<p>Add a new clause at the end of Clause 45A that reads:</p> <p><u>“(6) Conditions</u> <u>The conditions for any activity to be a discretionary activity under clauses (1) to (5) are:</u></p> <p>(i) <u>The natural wetland is not listed as nor meets the criteria for a Significant Natural Area or other significant site in any relevant national policy statement, regional policy statement, regional or district plan or otherwise protected for its hydrological, ecological or cultural values;</u></p>

	<p>submission that is a matter for the consent authority to determine in deciding whether to grant consent. An applicant should know with certainty the status of their activity from reading the rule without requiring an interpretation from the consent authority as to where the effects are likely to be adverse.</p>	<p>(ii) <u>The aggregate can only be sourced within this area; and</u></p> <p>(iii) <u>The aggregate cannot be removed without disturbing the wetland.</u></p> <p><u>Any activity that does not comply with all of conditions (i) to (iii) is a non-complying activity.”</u></p> <p>Delete clause 45A (4) (c).</p>
<p>Landfills and clean fill areas Clause 45B Discretionary activities</p>	<p>For the reasons outlined in section 3 above, we do not agree landfills and cleanfills should be located within or within close proximity to natural wetlands as a discretionary activity.</p>	<p>Delete proposed clause 45B. Provide for these activities as a non-complying activity.</p>
<p>Urban Development Clause 45C Restricted discretionary activity</p>	<p>For the reasons outlined in section 3 above, we do not agree that urban development that will affect natural wetlands should be a restricted discretionary activity. The same thresholds for managing effects on wetlands should apply to rural and urban land uses, and they should be consistent with the provisions for managing terrestrial ecology.</p> <p>Also, we suggest the matters over which discretion is restricted are much narrower in the proposed amendments to the NESFW than the policy construct proposed in the amendments to the NPSFW.</p> <p>Proposed Clause 45C (4) (c) is inappropriate as a condition for the status of an activity. It includes a discretion to determine whether effects from the discharge are likely to be adverse. In our submission that is a matter for the consent</p>	<p>Amend the status for this activity from restricted discretionary to discretionary activity. Delete Clause 45(4)(c) Delete Clause 45C (5) and add a new clause at the end of Clause 45C that reads: <u>“(5) Conditions</u> <u>The condition for any activity to be a discretionary activity under clauses (1) to (4) is:</u></p> <p>(i) <u>The natural wetland is not listed as nor meets the criteria for a Significant Natural Area or other significant site in any relevant national policy statement, regional policy statement, regional or district plan or otherwise protected for its hydrological ecological or cultural values.</u></p>

	<p>authority to determine in deciding whether to grant consent. An applicant should know with certainty the status of their activity from reading the conditions on the rule, without relying on an interpretation from the consent authority as to where the effects are likely to be adverse.</p>	<p><u>Any activity that does not comply with condition (i) is a non-complying activity.</u></p>
<p>Mining Clause 45D Discretionary activities</p>	<p>For the reasons outlined in section 3 above, we do not agree that any mining activity in or within 10m of a natural wetland should be a discretionary activity. The rule should also consider the values of the natural wetland and whether mining can only occur in that area. Additional conditions need to be added to Clause 45A to recognise these factors.</p> <p>Proposed Clause 45D(5)(c) is inappropriate as a condition for the status of an activity. It includes a discretion to determine whether effects from the discharge are likely to be adverse. In our submission that is a matter for the consent authority to determine in deciding whether to grant consent. An applicant should know with certainty the status of their activity from reading the conditions on the rule, without relying on an interpretation from the consent authority as to where the effects are likely to be adverse.</p> <p>Proposed Clause 45D (6) is inappropriate. It is unclear why mining for coal should be treated inconsistently with other minerals. However if the amendments requested in this submission are accepted, the clause will not be needed.</p>	<p>Add a new clause at the end of Clause 45A that reads:</p> <p><u>“(6) Conditions</u> <u>The conditions for any activity to be a discretionary activity under clauses (1) to (5) are:</u></p> <p>(i) <u>The natural wetland is not listed as nor meets the criteria for a Significant Natural Area or other significant site in any relevant national policy statement, regional policy statement, regional or district plan or otherwise protected for its hydrological ecological or cultural values;</u></p> <p>(ii) <u>The mineral can only be sourced within this area; and</u></p> <p>(iii) <u>The mineral cannot be mined without disturbing the wetland.</u></p> <p><u>Any activity that does not comply with all of conditions (i) to (iii) is a non-complying activity.”</u></p> <p>Delete clause 45A(5)(c).</p>

## 5. Conclusions

- 5.1 WDC thanks the government for the opportunity to comment on the exposure draft amendments to both the NPSFW and the NESFW. We applaud the government's willingness to revisit national policy and regulations where there are difficulties with implementation.
- 5.2 WDC supports amendments that remove regulatory barriers and costs to maintaining, enhancing or restoring natural wetlands. We support the proposed changes to the rules for wetland maintenance, enhancement and biosecurity, and request the government to consider further changes to the conditions for permitted activities to remove further regulatory barriers.
- 5.3 We appreciate that the current provisions for protecting natural wetlands, may be posing difficulties for other land uses. However, we do not agree the proposed amendments to the NPSFW and the NESFW are the best way to resolve those issues. In particular, we are concerned that the proposed amendments create inconsistency between the obligations placed on rural landholders to protect natural wetlands and those applying to urban development. Also, we are concerned at the apparent inconsistency with and lack of integration between the NPSFW and the proposed NPSIB.
- 5.4 We understand the need to introduce more flexibility into the policy and regulatory regime for activities that can only occur in-situ such as the mining of some mineral and aggregate deposits. However, we cannot reconcile the shift in policy to allow the loss of extent and values of natural wetlands in favour of urban development and landfills/cleanfills, with the information we have received over the last 30 years about the value of natural wetlands and their loss in New Zealand. The proposed amendments will result in less protection for natural wetlands than currently exists in many regional and district plans.
- 5.5 Therefore, we suggest a local approach to managing and protecting natural wetlands is more appropriate in a country as geographically diverse as New Zealand, with national policy and regulation being a default position, applying in the absence of regional or district provisions. Also, it is more appropriate for the default status for activities affecting natural wetlands to be non-complying rather than prohibited under the NESFW.
- 5.6 Similarly, we understand the issue of managing the loss in extent and values of riverbeds, particularly braided riverbeds. We suggest specific amendments are required that apply to braided riverbeds along with reconciliation of the RMA with the accreted land provisions under the Land Transfer Act 2017.

Our contact for service and questions is Dr Lynda Murchison – Lead Advisor Sustainable Development (lynda.murchison@wmk.govt.nz, or 027 225 0585).

Yours faithfully



Jeff Millward  
Acting Chief Executive

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION****FILE NO and TRIM NO:** TSU-23 / 220518080569**REPORT TO:** COUNCIL**DATE OF MEETING:** 2 August 2022**AUTHOR(S):** Kelly LaValley, Project Delivery Manager  
Jeff Millward, Acting Chief Executive**SUBJECT:** Procurement and Contract Management Policy Update**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)\_\_\_\_\_  
Department Manager  
\_\_\_\_\_  
Acting Chief Executive**1. SUMMARY**

- 1.1. This report seeks approval of the updated Procurement and Contract Management Policy. This Policy has been reviewed and updated from the Policy approved in 2019.
- 1.2. Key changes to the Policy are:
- 1.2.1. Clarifying responsibilities of the various procurement groups and units;
  - 1.2.2. Including requirements for Procurement Plans for purchases over \$50,000;
  - 1.2.3. Simplifying the price request method required for various dollar value procurement;
  - 1.2.4. Strengthening reporting requirements for lower value procurement (less than \$50,000);
  - 1.2.5. Clarifying requirements around receiving prices and evaluating prices; and
  - 1.2.6. Replaces the Request for External Consultant form with the Procurement Plan to document the need for external consultants. The Procurement Plan together with a number of other controls required will form the justification for the use of a consultant for individual and cumulative works.
- 1.3. The Policy has also been put into the new policy format.

**Attachments:**

- i. Procurement and Contract Management Policy (220303030172)
- ii. Procurement and Contract Management Policy, 2019 version (190516069552)

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

- (a) **Receives** Report No. 220518080569.
- (b) **Approves** the Procurement and Contract Management Policy (220303030172).

### 3. **BACKGROUND**

- 3.1. Annually, the Long Term Plan identifies between \$80 million and \$100 million of operational and capital expenditure. Most of this is on goods, services, and works sourced from external suppliers including a significant capital works programme.
- 3.2. Procurement plays a critical role in Council operations, with a variety of goods, services, and works being procured from external suppliers. The Procurement and Contract Management Policy guides these purchases ensuring value for money and quality outcomes are delivered.
- 3.3. Procurement is the process of securing goods and services, including but not limited to purchase planning, standards or specifications determination, supplier and sector research and engagement, review and selection, pricing negotiation, making the purchase, supply contract administration, disposals and other related functions.
- 3.4. In 2019 there was a major overhaul of the Procurement and Contract Management Policy which included new sections of the Policy for requiring “one up” approval, sustainability, best practice contract management, and risk management in procurement.
- 3.5. The proposed update to the Policy builds on the 2019 Policy by expanding on and clarifying many of the procurement processes and requirements of the Policy. It is intended that the proposed Policy is clearer for staff to use and is written in language that is more specific to WDC processes and practices.
- 3.6. The Policy also ties in with the Procurement Strategy that was approved in September 2019. The Procurement Strategy sits underneath the Policy and provides the strategic direction for the organisation by providing a framework to achieve public value and quality outcomes through best procurement practices. Some aspects of the Procurement Strategy, such as Procurement Plans, have been included in the update of the Policy.
- 3.7. The review and update of the Policy was undertaken by the Manager Finance & Business Support (Sponsor), Project Delivery Manager (Lead), Senior Engineering Advisor, and Senior Advisor Community & Recreation – Assets & Capital. The update was further reviewed and commented on by the Procurement Project Control Group and the Procurement Champions Network Group.

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

- 4.1. The review and update of the Policy considered best practice procurement, current processes, procurement improvements gained through the Procurement Improvement Project, and usability of the existing Policy based on feedback from staff.
- 4.2. The review concluded that a number of changes to the Policy were required. The key changes are summarised below. A copy of the 2019 Policy is also attached to this report.
- 4.3. Key changes to the Policy include:
  - 4.3.1. *Clarifying responsibilities of the various procurement groups and units.* This includes the procurement responsibilities of the Procurement Project Control Group (PCG), Procurement Champions Network Group (Champions), the Finance Unit, the Project Delivery Unit, Council staff, consultants, and elected members.
  - 4.3.2. *Including requirements for Procurement Plans for purchases over \$50,000.* Procurement Plans were introduced as part of the Procurement Improvement Project to improve procurement planning. A specific template has been developed for use with the procurement of goods, services or works and has been in use for the current financial year. Including the requirement for a Procurement Plan in the Policy adds strength and visibility to this process.
  - 4.3.3. *Simplifying the price request method required for various dollar value procurement.* The current (2019) Policy allows for purchases to be made ‘direct

from supplier' for purchases that are both under \$5,000 and between \$5,000 and \$20,000 with an option of 3 quotations to be obtained for purchases between \$5,000 and \$20,000.

The intention with the approach in the current Policy was to have the reasons for purchasing direct from a supplier be approved by the Delegated Contractual Authority. However, the wording of the Policy was confusing to users.

To achieve this same intention, the Policy has been changed to allow purchases direct from a supplier for purchases between \$5,000 and \$20,000 and to require that the reasons for the decision to sole source to be documented in the Purchase Order (reference 7.3.8 of proposed Policy).

All other price request methods based on the estimate value of the purchase remain unchanged from the current Policy.

- 4.3.4. *Strengthening reporting requirements for lower value procurement (less than \$50,000).* To accept prices, documentation must be provided to the Delegated Contractual Authority on the price, programme, quality, H&S, and risk management of the quote, proposal, or tender. This is required to be referenced in the Purchase Order for the purchase.
- 4.3.5. *Clarifying requirements around receiving prices and evaluating prices.* Guidance is provided on who can receive prices (based on estimated value of the purchase) and the minimum level of information required for quotation, proposal, or tender evaluation.
- 4.3.6. *Replaces the Request for External Consultant form with the Procurement Plan.* The Procurement Plan Section 3 is for external consultants. This portion of the plan will need to be completed for external consultant engagements that are greater than \$5,000 and circulated to Management Team. As data collected through procurement activity in VendorPanel is built up, regular quarterly reporting on consultant engagement will be provided to Management Team. This will enable the tracking of consultants including cumulative works.
- 4.4. The Policy also makes reference to the use of the electronic tendering system, which is VendorPanel. VendorPanel is an electronic tendering platform that simplifies, standardises, and records information about procurement. VendorPanel was selected, through a competitive process, to meet the objectives of procurement improvement in the Procurement Strategy and will provide better tracking and reporting capabilities on how Council procures goods, services, and works.
- 4.5. Options
- 4.6. The Council could approve the Procurement and Contract Management Policy as attached. This is the recommended option.
- 4.7. Alternatively, the Council could request further information for considering the adoption of the Procurement and Contract Management Policy, or not adopt the Procurement and Contract Management Strategy.

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

While there are not specific implications on community wellbeing by the issues and options that are the subject matter of this report, procurement does touch upon community wellbeings.

The Policy establishes the guiding principles for Council's procurement and contract management practices, which will ensure that Council plans for, enters into and manages all contracts in a manner that aligns with community wellbeings.



4.8. 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.

However, it should be noted that the Policy does encourage procurement decisions that have a positive impact on maintaining cultural beliefs, cultural practices, and heritage conservation. Whenever practicable, the Council shall give conscious consideration to sustainable procurement principles, including culture.

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

There are not 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. While it is not considered that the wider community has an interested in the Policy itself, it does have an interest in the Council achieving good value for money and positive outcomes from procurement.

The community will benefit from the Policy when better procurement outcomes are achieved through procurement best practice.

Sustainable procurement is included in the Policy and includes “thinking local” in procurement. This means that consideration should be given to suppliers that can evidence a positive economic footprint in the region. A sustainable procurement framework will need to be development to look at how sustainability is incorporated into procurement practices.

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

### **6.1. Financial Implications**

There are not financial implications of the decisions sought by this report.

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

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

As noted above, sustainable procurement is included in the Policy. The Policy requires that sustainable procurement be recognised whenever possible in the assessment of the costs and benefits of procurement on a whole of life basis. Whenever practicable, the Council should give conscious consideration to the sustainable procurement principles. However, a specific sustainable procurement framework will need to be developed to provide overall guidance on how sustainability is considered for all purchases.

### **6.3. Risk Management**

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

The Policy aims to reduce Council risk in its procurement activities. Specifically, the Policy seeks to reduce risk by introducing more processes to support procurement decisions. Appropriate procurement decisions are to be made considering the specific risks of each project so that allocation of risk is considered and deliberate.

Risk is also considered in the procurement planning process and must be documented through the Procurement Plan template. Mitigation of the identified risks must be included for approval of the Procurement Plan for the specific project.

### 6.3 **Health and Safety**

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

Health and Safety in both quotation, proposal, or tender evaluation and contract management is included in the Policy.

## 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 Local Government Act 2002 applies.

### 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.*
- *There is a healthy and sustainable environment for all.*
- *Transport is accessible, convenient, reliable and sustainable.*
- *Core utility services are provided in a timely and sustainable manner.*

### 7.4. **Authorising Delegations**

Council has the delegated authority to approve the Procurement and Contract Management Policy.

# Procurement and Contract Management

---

## 1. Purpose

The Waimakariri District Council (the "Council") is a territorial local authority with obligations to its rate payers and the public, defined under the *Local Government Act 2002*<sup>1</sup> as: "to meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses".<sup>1</sup>

Delivering good public service to the community starts with good procurement. How well money is spent has a direct impact on the quality of services the community experience, and reflects Council's efficiency and effectiveness. Waimakariri District Council is committed to open and transparent procurement that delivers the best value for money (which isn't always the cheapest price), ensures impartiality in decision-making, and meets international standards of public scrutiny and accountability.

This Policy, together with the Procurement Strategy and processes, provides guidance to staff on good procurement of goods and services.

## 2. Policy Objective

### 2.1. Support the principles set out in the Preamble to Te Ture Whenua Maori Act 1993

- 2.1.1. "Whereas the Treaty of Waitangi established the special relationship between the Maori people and the Crown: And whereas it is desirable that the spirit of the exchange of kawanatanga for the protection of rangatiratanga embodied in the Treaty of Waitangi be reaffirmed: And whereas it is desirable to recognize that land is a taonga tuku iho of special significance to Maori people and, for that reason, to promote the retention of that land in the hands of its owners, their whanau, and their hapu, and to protect wahi tapu; and to facilitate the occupation, development, and utilization of that land for the benefit of its owners, their whanau, and their hapu; And whereas it is desirable to maintain a court and to establish mechanisms to assist the Maori people to achieve the implementation of these principles."

### 2.2. Support the principles of best practice procurement

- 2.2.1. The purpose of the Council Procurement Policy (the 'Policy') is to articulate Council's commitment to the responsible, effective and fit-for-purpose procurement of goods and

---

<sup>1</sup> LGA (2002) Section 10: 1 (a).

This Policy identifies the authority, responsibilities and operational parameters for prudent procurement decision-making, and the effective management of contracts and associated legally binding agreements.

services.

- 2.2.2. The Policy establishes the guiding principles for Council's procurement and contract management practices, and seeks to ensure that:
- a) a robust framework is adopted across the Council for procurement, and the subsequent management and reporting of goods and services contracts;
  - b) the Council plans for, enters into and manages all contracts in a manner which facilitates Council strategic and business objectives, aligns with community wellbeings, and optimises risk transfer;
  - c) staff understand their roles and responsibilities with regards procurement and contract management, and are appropriately skilled and trained to do so;
  - d) the Council achieves quality performance and cost-effective service delivery.
- 2.2.3. Procurement should involve proactively managing supplier and other key stakeholder relationships throughout the sourcing process and for the duration of the contract. This embraces the development of relationships with suppliers, and driving value for money through ongoing efficiency gains.
- 2.2.4. All suppliers must meet Council's minimum standards to ensure health and safety is maintained.

### 3. Scope

This policy applies to:

- a) All Council employees, including temporary employees and contracted staff.
- b) Any person who is involved in the operation of the Council, including elected members, volunteers and those people with honorary or unpaid staff status.
- c) Every business, service or activity of the Council – with the exception of employment contracts.

### 4. Statement

#### 4.1. Policy Context

- 4.1.1. Procurement plays a vital role in the delivery of Council outcomes, with a significant variety of goods, services and works being purchased from third party suppliers.
- 4.1.2. The Council recognises that rigorous procurement and contract management practices:
- a) ensure the Council delivers value for money and quality outcomes for the community
  - b) underpin the performance and delivery of the Council's strategic and business objectives
  - c) provide opportunities for business sustainability, strategic growth and improvement.

#### 4.2. Principles

- 4.2.1. Council procurement and contract management practices shall ensure that the Council plans for, enters into, and manages its procurement and contract management activities in a manner that maximises value for money and quality service delivery, as well as realises business, strategic and community expectations.
- 4.2.2. The following eleven principles shall be reflected in all procurement and contract management practices:
- 1) Procurement and contract management processes will comply with all applicable statutory obligations, recognise Council's business, strategic and community

expectations, and reflect relevant sector, central and local government good practice standards and guidelines.

- 2) Such processes shall at all times foster a safe working environment for staff, contractors and the general public and support the intent laid down within the Health and Safety at Work Act 2015.
  - 3) The purchasing power of the Council will be harnessed for the realisation of its strategic and business objectives, as well as the benefit of the local community.
  - 4) Planning and managing for great results. All purchasing decisions will consider what the most appropriate procurement options are, and select from a range of delivery processes to achieve the best outcome for Council and the community.
  - 5) The Council shall be fair to all suppliers. All Council procurement for goods and services shall be open and competitive unless appropriate justification is provided and approval is granted in accordance with this Policy. Where open tendering applies, procurement practice will demonstrate integrity by all parties and enable all potential suppliers to have equal access through the use of open and contestable processes.
  - 6) The Council shall ensure full probity in its procurement practices and decision-making processes. All procurement decisions will be appropriate and transparent, fair and equitable, and free from any real or undisclosed bias or conflict of interest.
  - 7) The Council shall take into consideration the whole of life costs and/ or benefits associated with procurement – spanning design, manufacture, delivery, operation and disposal.
  - 8) Consideration will be given to sustainable procurement principles whenever possible, i.e. assessing the whole of life social, economic and environmental impact of the procurement.
  - 9) All contracts shall clearly identify the functional, performance and/or technical deliverables and key performance indicators that reflect Council's expectations and quality standards, and establish effective means to measure, monitor and manage their delivery.
  - 10) All contracts will be actively managed in a manner that fosters collaboration with suppliers and contractors, maximises value for money, supports the Ta Matou Mauri principles as well as supporting continuous innovation and improvement; including the use of 'All-of-Government Contracts' and 'n3' membership where appropriate.
  - 11) All procurement and contract management risks will be identified and managed effectively throughout the life cycle of the goods or service.
- 4.2.3. These principles are designed to ensure that the procurement of goods and services are an open, selective and transparent process that achieves value for money by delivering the desired outcome at the best possible quality and price. These principles also promote a procurement and contract management process that is impartial, open and ethical, ensuring that all Council procurement and contract management is undertaken in a fair and unbiased way.
- 4.2.4. Procurement processes should be designed to ensure that purchasing and contract management practice is proportionate to the value, risk and complexity of the purchase. This policy provides a context for sound commercial judgement to achieve the best value for money, which isn't always the cheapest price, to drive innovation and high performance without compromising health and safety.

## 5. Responsibilities

- 5.1.1. Council staff, consultants on behalf of Council, and elected members undertaking Procurement activities on behalf of the Council are responsible for ensuring that the process is managed in accordance with this Policy and the associated Procurement Strategy and processes.
- 5.1.2. The Procurement Project Control Group has responsibility for:
- Ensuring appropriate procurement planning is undertaken for high value/high risk projects.
  - Ensuring staff and key stakeholders implement procurement good practice and adhere to mandatory requirements.
  - Monitoring procurement decisions to ensure good compliance with relevant policies and strategies.
  - Keeping current on the environment in which Council operates to ensure that what it is attempting to achieve remains relevant and achievable.
  - Specifying key procurement outcomes and ensuring there are adequate resources and finances to achieve public value.
  - Monitoring the planning, sourcing, risk management and contract management of high value and/or high risk projects/contracts.
  - Ensuring timely and informed interaction takes place within the supply chain.
- 5.1.3. The Procurement Champions Network Group has the responsibility for:
- Ensuring all staff involved in procurement are aware of and have access to the appropriate information on procurement process, practice, and support.
  - Promoting and championing the Policy and Strategy within the organisation.
  - Assist in instituting procurement directives from the Procurement PCG, to advocate for and promote procurement change from within the Council, and to be instrumental in implementation of the change.
- 5.1.4. The Finance Unit has responsibility for:
- Reporting on procurement decisions to ensure good compliance with the relevant policies, strategies, and processes.
  - Identifying emerging procurement risks.
- 5.1.5. The Project Delivery Unit has responsibility for:
- Developing and maintaining fit-for-purpose templates and guidance materials in good practice contract management.
  - Auditing contract management processes.

## 6. Definitions

**Appropriate approval:** one up or one sideways - that is as long as the approver has appropriate Delegated Contractual Authority, has adequate knowledge of the transaction, and is not the initiator then they can approve the award of the provision for goods or services and also approve acceptance of the price. They do not need to be the next level up in terms of the staff structure but do need informed knowledge around the nature of the procurement.

**Approver:** staff member with appropriate Delegated Contractual Authority to approve the purchase order or award the contract.

**Bribe or inducement:** the giving or receiving, whether directly or indirectly, of something of value to influence a (procurement or contract management) transaction.

**Contract:** a formal, documented agreement between the Council and a supplier or contractor that commits Council in legal or financial terms to the acquisition of goods and services.

**Contract administrator:** a designated Council staff member who is responsible for the procurement and/or ongoing management and delivery of contracted goods or services.

**Contract management:** the process of systematically and efficiently managing contract creation, execution and analysis for maximising operational and financial performance and minimising risk.

**Contract owner:** a designated Council staff member who is responsible for the overall spend and delivery of contracted goods or services.

**Contract variation:** an addition or alteration to the terms of contract that is mutually agreed to by both parties to the contract. A contract variation can be documented by letter or variation order.

**Contracted staff:** non-permanent employees of the Council, including consultants and contractors employed on fixed or short-term contracts who are undertaking business activities on behalf of the Council.

**Direct purchase or procurement:** means the procurement of goods and/or services by placing an order with the supplier of choice, without seeking other bids (see also "Sole Sourced").

**Emergency situation:** a situation that threatens life, property or equipment, or has a significant impact on services or the public.

**Initiator:** staff member requesting (requisitioning) the purchase or requesting the approval of the pricing method.

**Invited Tenders:** Invited or Restricted tenders, restricted calls for tenders, or invited tenders are only open to selected prequalified vendors or contractors. Invited or Restricted tenders can come about because essentially only one suitable supplier of the services or product exists, of confidentiality issues or of the need for expedience (as in emergency situations). This term covers the following references included in the policy: closed, limited, restricted, invited, selected pricing approaches. Sole source and direct procurement is a subset of the invited approach, where only one supplier is invited to supply a price.

**Market:** all potential providers of a good or service that may be available to the Council.

**Open market:** all eligible suppliers can provide a price. The term covers the following references included in the policy: open and public pricing approaches.

**Open tender:** the process of publicly inviting offers to supply goods or provide services involving specifications and detailed documentation.

**Panel:** a list of suppliers that have been pre-approved through a formal process to supply particular goods or services and who have agreed to WDC terms and conditions for supply.

**Prequalified (Prequalification) List:** a list of suppliers that have been pre-approved as having the capability to deliver specific goods or services.

**Price:** the total price of a procurement for the total period of the contract, including extensions.

**Procurement:** the process of securing goods and services, including but not limited to

purchase planning, standards or specifications determination, supplier and sector research, review and selection, pricing negotiation, making the purchase, supply contract administration, disposals and other related functions.

**Proposal:** the process whereby suppliers will propose how their goods or services or works can achieve a specific outcome, and their prices for doing so.

**Quote/Quotation:** the process used to procure standard goods, services or works that are easy to describe (e.g. an off-the-shelf product where the supplier can quote a unit price or contractors providing their hourly rates).

**Services:** the whole of the services, tasks, work and requisites to be supplied, rendered, provided or performed by a contractor under a contract and any variations provided for by the contract, and includes all and any goods, materials, plant, machinery or equipment supplied, provided or used by the contractor in performance of the contract.

**Sole source:** a single supplier is selected and subsequently commercial terms are directly negotiated with that supplier for an agreed scope of works or services (see also **Direct purchase or procurement**).

**Sustainable Procurement:** procurement principles that allow the Council to secure goods and services in a way that recognises the whole of life costs and/or benefits of the goods or service, as well as delivers benefits for the local Waimakariri community, economy and environment.

**Tender:** the process whereby suppliers will respond to the supply of clearly defined goods or services or works. Typically there are highly technical requirements and a prescriptive solution.

**Tendering** - Tendering is the process of making an offer, bid or proposal, or expressing interest in response to an invitation or request to supply goods or services. As a contestable process other businesses are invited to respond to a particular need, such as the supply of goods and services, and will select an offer or tender that meets the needs and provides the best value for money (this term may cover either selected or open tenders).

**Tender request documents** - Also referred to as invitations to tender, Requests for Tender (RFT), and Requests for Proposal (RFP) which outline what is required and set out the Council's requirements. These documents also outline the particular needs, criteria, and instructions that are to be followed.

**Total contract value:** the estimated total value of the contract for the entire life of the contract, including extensions.

**Whole of Life:** an assessment of the total costs and/or benefits of purchasing goods or services – from concept to disposal. This includes purchase outcomes, operating costs spanning the useful life of the good or service, as well as any impacts associated with (product) manufacture, transport, delivery and disposal. Consideration may also be given to sustainable procurement, i.e. assessing the local social, economic and environmental costs and/or benefits associated with the procurement.

**Written Request for Quotation:** a written process of inviting tenderers to supply goods and/or services involving simple documentation and a limited number of potential suppliers.

## 7. Procurement Framework

### 7.1. General

- 7.1.1. All staff involved in the procurement of goods and services must have appropriate knowledge of, and comply with all relevant Council policies, procedures and guidelines, as well as applicable legislation and professional standards of practice with regards the



procurement and contract management process.

- 7.1.2. All procurement results must be approved by the relevant reporting authority (Staff with Delegated Contractual Authority, Management Team, Committee or Council) and then signed by the relevant Delegated Authority. No external parties are authorised to sign contracts on behalf of Council.
- 7.1.3. The Contract administrator shall maintain a full electronic record of all procurement preparation, negotiation and award activities, in accordance with this Policy and all Council records management practices.
- 7.1.4. All contracts entered into by the Council must be in writing, signed by all relevant parties, and held securely on file in accordance with Council document management practices.
- 7.1.5. All contracts prepared by the Council shall utilise approved and standardised contract templates whenever possible. If no applicable template exists, the Contract administrator shall seek assistance from the PDU Manager or their delegate on the type of contract required.
- 7.1.6. No contractual arrangement entered into by the Council shall be greater than 10 years in its entirety, including rights of renewal. Council shall not enter into contracts that include more than two rights of renewal or that are “evergreen” (i.e. of indefinite length).
- 7.1.7. Market scoping and the evaluation of potential goods or service suppliers shall be in accordance with the requirements stated at 7.2 – 7.6 below.

## 7.2. Procurement Planning

- 7.2.1. For every purchase that is over \$50,000 or for an external consultant engagement of over \$5,000 a Procurement Plan is required on the appropriate template. The Procurement Plan identifies requirements, determines key milestones and/or delivery timeframes, and describes the process in the identification and selection of suppliers, contractors, and/or consultants. The object is to provide a clear understanding of the scope, timeframe, budget and funding, as well as document responsible, effective and fit-for-purpose procurement of goods and services.
- 7.2.2. The decision about what procurement option to be used will be based on the type of expenditure being incurred as well as other appropriate procurement objectives. Available tools for procurement include:
  - Staged tender (e.g. design only or construction only);
  - Design and construct;
  - Supplier panel;
  - All-of-Government or n3 membership.
- 7.2.3. All Procurement Plans are to be approved by the Delegated Authority, Procurement Manager or Procurement Project Control Group (PCG) depending on value, risk, and procurement approach.
- 7.2.4. Procurement Plans for an external consultant engagement must be circulated to the Management Team for information following approval.

**Table 1 – Procurement Plan Approval Requirements**

Criteria	Delegated Authority Approval	Delegated Authority Plus Procurement Manager	Delegated Authority Plus Procurement PCG	Delegated Authority Plus Procurement PCG Plus MTO
External Consultant \$5,000 - \$49,999 and Table 2 <sup>1</sup>	✓	N/A	N/A	N/A
< \$50,000 and Table 2 <sup>2</sup>	N/A	N/A	N/A	N/A
\$50,000 - \$249,999 and Table 2 <sup>1</sup>	X	✓	N/A	N/A
≥ \$250,000 and Table 2 <sup>2</sup>	X	X	✓	N/A
< \$250,000 and Not Table 2 <sup>3</sup>	X	X	✓	N/A
≥ \$250,000 and Not Table 2 <sup>3</sup>	X	X	X	✓
Multi-year maintenance	X	X	X	✓
Strategic multi-year programme of works	X	X	X	✓
Significant CBD/Arterial road works	X	X	X	✓
High Risk Project	X	X	X	✓

1. Compliance with Table 2 (7.3.2 below) is required and approved Procurement Plan must be circulated to Management Team.
2. Compliance with Table 2 (7.3.2 below) is required.
3. Not in compliance with Table 2 (7.3.2 below).

### 7.3. Price Request Method

- 7.3.1. Procurement Plans will identify the price request method to be used in the procurement process. Price request methods can be one of the following based on the estimated value of work/goods:
- Sole Source
  - Invited Suppliers (minimum of 3)
  - Open Market
- 7.3.2. The required approval of the price request method is defined in Table 2 below. In addition to the approvals shown in Table 2, the Procurement Plan must also be approved by the Procurement Manager or Procurement (PCG) for every purchase greater than \$50,000 as per Table 1.

**Table 2 – Required Price Request Method Based on Estimated Value of Work**

Price Request Method	Approval to Request Price	Estimated Value of Work/Goods/Services		
		<\$20,000	\$20,000 - \$100,000	>\$100,000
Sole Source	Staff with Delegated Contractual Authority <sup>1</sup>	✓	X	X
	Management Team	N/A	Report <sup>3,4</sup>	Report <sup>3,4</sup>
Invited Suppliers <sup>2</sup> (minimum of 3)	Staff with Delegated Contractual Authority	✓	✓	X
	Management Team	N/A	N/A	Report <sup>3,4</sup>
Open Market	Staff with Delegated Contractual Authority	✓	✓	✓

1. Noting requirements for reporting justification for decision required in 7.3.8.
2. Where Invited Suppliers are used, it should be confirmed that the invited suppliers are interested in pricing prior to seeking prices. It may be desired to invite more than 3 to ensure sufficient prices are obtained to be competitive.
3. Report to Management Team is required in order for the Price Request Method to be approved. The report needs to be accompanied by an approved Procurement Plan if required as indicated in Table 1.
4. Reasons for decision reported to the relevant Standing Committee.

- 7.3.3. Table 2 applies to all externally procured goods and services but excludes land acquisition/disposal and the procurement of internal goods and services such as engaging the Project Delivery Unit or the Water Unit. It also excludes business related purchases such as travel, training, and catering.
- 7.3.4. Where goods or services are procured through a Panel, the specific panel buying rules should be followed and when followed will comply with the requirements of this Policy.
- 7.3.5. Where goods or services are procured through a Prequalification List, the specific requirements of this Policy must still be followed.
- 7.3.6. Where the expected cumulative annual price of goods or services is more than \$100,000, an open tender process is required.
- 7.3.7. Purchasing directly from a supplier without an open and competitive process is acceptable for goods and services below an expected value of \$20,000 based on the following principles:
- a) The value of the goods or services is relatively low;
  - b) The purchase of these goods or services is on an as-required basis;
  - c) It is not practical to aggregate separate orders for the goods or services;
  - d) The cost of seeking quotations or tenders would be out of proportion to the value of the benefits likely to be obtained, or impractical in the circumstances.
- 7.3.8. Where the estimated value is greater than \$5,000 but less than \$20,000 the reasons for the decision to sole source should be documented in the Purchase Order and approved by the staff with Delegated Contractual Authority approving the expenditure.
- 7.3.9. Quotations and tenders are not required when contracting through the All-of-Government or n3 supplier network since the processes of procurement for a preferred supplier have already been undertaken.

#### 7.4. Receiving Prices

- 7.4.1. The Chief Executive shall appoint a tender secretary who shall be responsible for the management and security of electronic tenders as well as the tender box and the tenders deposited therein. The tender secretary has responsibility for opening the tenders received, either electronically or hard copy and recording the tender prices at the conclusion of the tender process.

- 7.4.2. All price requests with an expected value of work/goods/services greater than \$5,000 shall be received through the electronic tendering system in place. Where the expected value is less than \$5,000, prices may be received through email. The exception to this is any price requests though a panel supplier must be received through the electronic tendering system in place.
- 7.4.3. All tenders, regardless of value, shall be received through the electronic tendering system in place or the tender box.
- 7.4.4. All price requests with an expected value of work/goods/services greater than \$100,000 should be opened in public.
- 7.4.5. Receiving prices shall be in accordance with Table 3 below.

**Table 3 – Process to Receive Prices Based on Estimated Value of Work**

Required to Receive/Open Prices	Estimated Value of Work/Goods/Services				
	<\$5,000 <sup>1</sup>	\$5,000 - \$20,000	\$20,000 - \$100,000	\$100,000 - \$500,000	>\$500,000
Nominated Staff <sup>1</sup>	✓	✓	✓	X	X
Tender Secretary and 1 MT Member <sup>2</sup>	N/A	✓	✓	X	X
Tender Secretary and 2 MT members	N/A	N/A	N/A	✓	X
Tender Secretary, 1 MT member, and 1 Councilor	N/A	N/A	N/A	✓	✓
Tender Secretary and 2 Councilors	N/A	N/A	N/A	✓	✓

1. For quotations and price requests that have not been tendered.
2. Only if tendered.

## 7.5. Evaluation Methods

- 7.5.1. The Procurement Plan will also set out the evaluation method to be used for competitive procurement methods. Options for evaluation method include:
- Lowest Price Conforming
  - Price Quality Method
  - Quality Based Method
  - Target Price (where outputs are difficult to define)
- 7.5.2. Note that a two stage procurement process, such as an Expression of Interest (EOI) process, may use a different evaluation process for each stage of procurement.
- 7.5.3. Outcomes of the tender evaluation must be reported to staff with Delegated Contractual Authority.
- 7.5.4. Documentation required following evaluation must meet the requirements set out in Table 4.

**Table 4 – Required Evaluation Documentation Based on Estimated Value of Work**

Process	Estimated Value of Work/Goods/Services		
	<\$50,000	\$50,000 - \$250,000	>\$250,000
Quote	Quote evaluation email <sup>1</sup>	Quote evaluation memo <sup>2</sup>	Report to Management Team, Standing Committee or Council with quote evaluation report <sup>3</sup>
Proposal	Proposal evaluation memo <sup>2</sup>	Proposal evaluation report <sup>2</sup>	Report to Management Team, Standing Committee or Council with proposal evaluation report <sup>3</sup>
Tender	Tender evaluation memo <sup>2</sup>	Tender evaluation report <sup>2</sup>	Report to Management Team, Standing Committee or Council with tender evaluation report <sup>3</sup>

1. Evaluation email from Initiator to budget holder as Approver (TRIM reference to be included in PO).
2. Evaluation memo/report from Initiator (project team) with budget holder endorsement, to department manager as approval.
3. Report to Management Team, Standing Committee or Council from budget holder (or their delegate) with evaluation report from Initiator (project team) attached.

7.5.5. All evaluation documentation must cover the following (where appropriate based on the type and scope of works).

- Price – including assessment of value and comparison to budget available
- Programme – including assessment against tender requirements/budget
- Quality – including assessment of relevant previous work
- Health & Safety – including SiteWise score
- Risks – including whether specific risks have been documented and appropriately managed

## 7.6. Accepting and Awarding Contracts

- 7.6.1. Council is accountable to the community through the Long Term Plan and Annual Plan. All purchases (including tenders) of any goods and services which commits expenditure from the current year's Annual Plan shall be accepted by an officer with sufficient contractual authority as described in the delegations manual S-DM 1046.
- 7.6.2. One up approval (as defined in 'Definitions' above) must be used for all purchases. This means that there needs to be more than one person involved in the purchasing decision and approval. That is, an Initiator and an Approver with the appropriate delegation to approve a purchase.
- 7.6.3. Based on the recommendations in the evaluation documentation, tenders, quotations, and proposals can be accepted as shown in Table 4.

**Table 4 – Process for Accepting Prices**

Type of Price Request	Approval to Accept Price	Value of Work/Goods/Services (Annual Expenditure or Total Contract Value)	
		≤\$1,000,000	≥\$1,000,000
Tenders, Quotations & Proposals	Delegated Contractual Authority	✓	X
	Standing Committee / Council	N/A	✓

- 7.6.4. Where a minimum of 3 prices have been sought and less than 3 prices were received, the process followed complies with Table 2.
- 7.6.5. Once a tender, quotation, or proposal has been accepted, a letter or notification through the electronic tendering system confirming award of contract must be provided to the successful supplier and unsuccessful letters or notification provided to the unsuccessful suppliers.
- 7.6.6. All purchases must have an approved Purchase Order. The exception to this requirement is contracts using Buyer Created Tax Invoice. Buyer Created Tax Invoices are used for larger contracts with more than 3 progress claims expected. A Purchase Order should be raised by the Contract administrator or their delegate and approved by staff with appropriate level of Delegated Contractual Authority.

### 7.7. Variations

- 7.7.1. Increases in the scope of work of a contract through a Contract variation may be authorised in accordance with Table 2 if there is adequate budget available.
- 7.7.2. If there is insufficient budget for the increase in scope of work, then approval for additional budget must be sought by the budget holder if the exceedance is greater than 5% of the contract value or \$50,000 in value.
- 7.7.3. Other Contract variations that arise throughout a contract, including deemed variations, are considered and decided upon by the Engineer to the Contract.
- 7.7.4. Where these Contract variations cumulatively exceed the budget, then the overspend shall be reported as soon as possible by the budget holder.

### 7.8. Payments

- 7.8.1. Payment claims must be approved by staff with the appropriate level of delegated contractual authority.
- 7.8.2. Payment claims that are greater than \$1,000,000 can be approved by the Chief Executive.

## 8. Sustainable Procurement

- 8.1.1. The Council recognises that procurement and contract management practices provide a key opportunity to maximise value for money and quality service delivery, as well as deliver tangible benefits for the local community, economy and environment – as articulated in the Council's Strategic Framework.
- 8.1.2. As such, the principles of sustainable procurement shall be recognised whenever possible in the assessment of the costs and benefits of procurement on a whole of life basis, as follows:
- a) *Think Local*: The Council shall preference those suppliers that can evidence a

positive economic footprint in the region. This includes contributing to the vibrancy and sustainability of the local economy, supporting job or market growth, as well as fostering opportunities for small and medium sized enterprises (SMEs).

- b) *Think Environmental*: The Council shall encourage procurement decisions that have a positive impact on the natural environment and biodiversity, including the prudent use of natural resources, the minimisation of waste or hazardous substances, and efforts to reduce carbon or Greenhouse Gas (GHG) emissions.
- c) *Think Social*: The Council shall encourage procurement decisions that maximise community benefits in terms of personal wellbeing, social cohesion, capital and inclusion, equal opportunities and participation.
- d) *Think Cultural*: The Council shall encourage procurement decisions that have a positive impact on maintaining cultural beliefs, cultural practices, and heritage conservation.

8.1.3. Whenever practicable, the Council shall give conscious consideration to sustainable procurement principles, including when undertaking cost-benefit analyses or weighted attributes assessments of potential goods and service suppliers.

## 9. Conflict of Interest

- 9.1.1. The Council shall ensure that procurement and contract management processes cannot be justifiably challenged on the basis of any real or undisclosed bias or conflict of interest.
- 9.1.2. All procurement and contract management decision-making processes shall include careful consideration of any actual, potential or undisclosed conflicts of interest.
- 9.1.3. Under no circumstances shall a staff member influence, advise or participate in a procurement or contract management activity where that employee has an actual, or undisclosed conflict of interest.
- 9.1.4. Every person on the Tender Evaluation Team (TET) must complete a declaration in writing that they have no actual or undisclosed conflict of interest. This includes those involved directly in procurement and contract management activities, as well as anyone who has the ability to influence key decisions (e.g. those holding delegated contractual authority or monitoring performance).
- 9.1.5. Where there is uncertainty about whether there is a conflict, employees should discuss the potential conflict with the Contract Owner, Line Manager or Department Manager or Chief Executive. If in doubt, employees should at all times fully disclose a potential conflict or bias. Refer also to the **Council Conflict of Interest Policy** for further details.
- 9.1.6. Where the CE is involved with procurement and/or contract management and identifies a potential conflict of interest, escalation shall be to elected members.
- 9.1.7. It is never acceptable for a Council staff member to accept a bribe or inducement. Any such instances will be dealt with in strict accordance with the Staff Code of Conduct Policy (QP-C507) and other applicable guidelines - see also the Council Fraud Policy and Procedures (QP-C513).
- 9.1.8. As part of the procurement process the Council Gifts Register shall be reviewed to identify gifts and/or hospitality received by any person involved in a procurement process. Should these exceed a cumulative value of \$500 in the preceding 12 months the person will be precluded from taking any part in the procurement process.
- 9.1.9. Suppliers may be disqualified from tendering for Council goods and services for a period of not less than 12 months if they lobby or contact Councilors or staff (other than contacting staff named in the tender documents) regarding a tender while the tendering process is in progress.



## 10. Contract Management

### 10.1. Documentation

- 10.1.1. The Council shall maintain a central database of all approved and/or active contractors, and ensure comprehensive records are held, including all third- party vetting; H&S approval; insurance coverage; contract review, renewal or expiration dates; deviations and variations. This databased will be contained within the Council electronic procurement system, VendorPanel.
- 10.1.2. All Council contracts shall have a delegated Contract administrator, who acts as the dedicated single point of contact and is responsible for the effective management and delivery of the contract in line with this Policy and all associated processes or guidelines.

### 10.2. Contract Negotiation

- 10.2.1. Service delivery contracts (including maintenance contracts) shall include measurable, relevant, and robust key deliverables, measures, and performance indicators (i.e. 'SMART' key performance indicators that are Specific, Measurable, Achievable, Relevant and Time-bound).
- 10.2.2. All contracts shall establish effective and robust monitoring and reporting activities that ensure delivery of pre-determined deliverables and levels of performance.
- 10.2.3. All contracts shall comply with Council, professional regulatory body and statutory obligations as required.
- 10.2.4. Contract administrators shall be alert to, and address any provisions in contracts that expose the Council to unsuitable or unacceptable risk. This includes a review of prior service delivery or performance by potential third party suppliers.

### 10.3. Contract Delivery

- 10.3.1. Contract administrators shall regularly monitor, audit and review contractor delivery against agreed milestones, deliverables or performance expectations over the life of the contract, including maintaining a regular audit programme, as required.
- 10.3.2. All contractor payments, performance bonds and other financial transactions shall be made in accordance with the terms of the contract and appropriate assurance of agreed performance delivery, in accordance with relevant Council contractual delegations and authority.
- 10.3.3. Contract administrators shall engage relevant parties and establish variations or re-negotiate contract terms where appropriate.
- 10.3.4. Full records of all contract evaluations and performance monitoring activities (including any variations, renewals and cancelations) shall be held in accordance with the Council document management guidelines and practices.

### 10.4. Escalation and Exit

- 10.4.1. The Council shall ensure appropriate and effective processes and mechanisms are in place for the reporting, escalation and resolution of performance issues or contract delivery failure.
- 10.4.2. Contract Owners shall monitor contract schedules for renewal or expiry, and effectively manage the business impacts arising from exiting the agreement, including ensuring all relevant Intellectual Property, data or property is returned to Council.

## 11. Risk Management

### 11.1. Risk Identification

- 11.1.1. The Council shall ensure that the costs, benefits and risk presented by procurement are



identified, and appropriately reflected in the procurement and contract management methodology utilised.

- 11.1.2. Contract Owners shall work collaboratively with engaged providers to identify, assess and manage all risks associated with the goods or service procured, throughout the length of the contracted period.
- 11.1.3. All risks shall be identified in a risk register for the project. The form of the risk register will be based on the scale and complexity of the project.

## **11.2. Risk Mitigation**

- 11.2.1. All critical issues must be escalated and resolved appropriately to ensure the continued quality delivery of service expectations.
- 11.2.2. All risk management and mitigation strategies must be clearly documented as part of the procurement and contract management process.

## **11.3. Residual Risk**

- 11.3.1. Any risks that are not able to be eliminated at the design stage of a project, residual risks, that will be transferred to the supplier must be identified in the contract document.

## **12. Deviations**

### **12.1. Deviation Types**

- 12.1.1. Deviation from the Council's procurement and contract management processes may be necessary due to circumstances beyond the control of Council. Such instances include:
  - a) A limited number of suppliers available in the market.
  - b) A different procurement methodology or process is stipulated by legislation or a professional/ regulatory body.
  - c) An exceptional, urgent or emergency situation where immediate Council decision-making is required and is in the best interests of ratepayers.

### **12.2. Deviation Approvals**

- 12.2.1. Approval for deviations that fall under (a) or (b) above shall follow the procedures in 7.3 for Price Request Method.
- 12.2.2. Approval for deviations that fall under (c) above, shall be by two members of the Management Team prior to adoption, and if appropriate the decision ratified retrospectively by the CE.

### **12.3. Deviation by Conflict of Interest**

- 12.3.1. In such instances where a staff member has a conflict of interest, but also possesses specific expertise that is deemed essential to the procurement decision-making process and which is not available from any other sources, including those external to the Council, two members of the Management Team may sanction that person's involvement in writing, provided they:
  - a) ensure the staff member's involvement is limited as much as possible; and;
  - b) closely supervise the staff member's role and takes personal responsibility for the fairness and equity in the decision-making.

## **13. Record Keeping**

- 13.1.1. All procurement and contract document management processes shall adhere to relevant statutory and regulatory obligations, including the Public Records Act 2005.

- 13.1.2. Clear and comprehensive written records of all procurement and contract management activity shall be retained in accordance with Council document management policies and protocols. This includes market, tender and evaluation material, contracts and variations, performance reporting, correspondence and associated service delivery records
- 13.1.3. Procurement and contract management records shall provide a clear, transparent and accessible audit trail so that Council staff, auditors and/or legal advisors may readily establish the process and rationale for any procurement decisions made and actions taken.
- 13.1.4. At a minimum, records shall be retained that demonstrate:
- a) Council procurement and contract management processes have been followed, as outlined in this Policy and all associated procedures and practice guidelines.
  - b) Procurement adheres to appropriate budget allocations through the Long Term Plan, the Annual Plan, or an approved Business Case.
  - c) Approval for procurement has been obtained from the relevant holder of delegated contractual authority, the Procurement Manager or the Procurement PCG as required.
  - d) The Council has identified key contract performance expectations and deliverables, and undertaken appropriate measures and audit/ monitoring activities that provide assurance of performance.
  - e) All risks are identified, assessed and effectively managed in collaboration with the contractor, including Health and Safety assessments, site planning and maintaining appropriate insurance cover.
  - f) All members of the tender evaluation team involved in decision-making have affirmed that they are free from any real or undisclosed conflicts of interest.

## 14. Confidentiality

- 14.1.1. Employees involved in procurement and contract management activities shall take all due precautions when handling commercially sensitive information. This includes ensuring information is not passed between parties entering into a tender or other competitive procurement process, as well as maintaining the rights of Council and third-party intellectual property.
- 14.1.2. Confidentiality obligations continue throughout the procurement and contract management process, as well as after the contract has terminated or expired.

## 15. Health and Safety

- 15.1.1. The Health & Safety at Work Act 2015 requires that an organisation must ensure the health and safety of workers (including contractors), and that organisations must consult, co-operate and co-ordinate activities with all other organisations who have health and safety duties in relation to the same matter (overlapping duties); so far as is reasonably practicable. WDC maintains contract health and safety management systems in order to achieve compliance with these requirements.
- 15.1.2. Suppliers for all contracts shall be required to meet a range of health and safety requirements throughout the life-cycle of the contract, which, depending on the nature of the contract, may include (but are not limited to):
- Health and safety pre-qualification
  - Site specific safety plans
  - Site inductions

- Incident reporting
  - Site safety audits
  - Contract close outs
- 15.1.3. In particular, all suppliers for contracts involving physical works shall be health and safety pre-qualified. This will mean that they are assessed at >50% via the SiteWise health and safety pre-qualification system as a minimum, or meet the requirements of another externally-audited pre-qualification system of equivalent or superior standard (this will be approved on a case-by-case basis by the WDC Health & Safety Team).
- 15.1.4. Suppliers can achieve health and safety prequalification before or during the tender period, but pre-qualification must be achieved prior to work commencing.
- 15.1.5. Where a decision is made to select a supplier who is not health and safety prequalified as the preferred tenderer (or who has a SiteWise score lower than any minimum score indicated in the tender documents), approval must be gained from the Management Team. The reasons for the decision shall be reported (such as emergency works, or a sole supplier situation).
- 15.1.6. All further health and safety requirements for the duration of the contract shall be clearly defined within the contract documentation.

## 16. Questions

Any questions regarding this policy should be directed to the Procurement Manager in the first instance.

## 17. Relevant documents and legislation

- WDC Ta Matou Mauri – Our Principles
- Controller and Auditor-General Procurement Guidance for Public Entities June 2008
- Ministry of Business, Innovation and Employment, Government Rules of Sourcing 2015
- *Local Government Act 2002* S3(c) promotes the accountability of local authorities to their communities,
  - and S10 (b) has the purpose of local government as meeting the current and future needs of communities
  - for good-quality local infrastructure, local public services, and performance of regulatory functions in a
  - way that is most cost-effective for households and businesses
- All tenders which are subject to a New Zealand Transport Agency (NZTA) subsidy must comply with the requirements of NZTA. If there is any conflict between this policy and the NZTA requirements, then the NZTA requirements will take precedence to the extent of the inconsistency
- *Health and Safety at Work Act 2015*
- [WDC Contract Admin Guidelines](#)
  - QP-C1030 – Physical Works – Preparation of Request for Tenders
  - QP-C1031 – Physical Works – Inviting Tenders
  - QP-C1032 – Physical Works – Tender Evaluation

- QP-C1042 – General Purchase – Inviting Tenders
- QP-C1043 – General Purchase – Tender Evaluation
- WDC Quality Policy
  - QP-C387 – Purchasing Procedures – Selection of Suppliers
- WDC Standard Contract Forms
  - QP-C494-AI Evaluation Report - Standard Tender Acceptance Report
  - QP-C494-AG Evaluation Appendices – Our standard document for lowest price conforming contracts

## 18. Effective date

Date Month Year

## 19. Review date

Date Month Year

## 20. Policy owned by

Manager, Finance & Business Support

## 21. Approval

Approved:

INSERT CHIEF EXECUTIVE'S  
SIGNATURE IN PLACE OF THIS TEXT

**Chief Executive**

Waimakariri District Council

OR

Adopted by Waimakariri District Council on Date Month Year

## PROCUREMENT AND CONTRACT MANAGEMENT

### 1 Introduction

The Waimakariri District Council (the "Council") is a territorial local authority with obligations to its rate payers and the public, defined under the *Local Government Act 2002*<sup>1</sup> as: "to meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses".<sup>1</sup>

Delivering good public service to the community starts with good procurement. How well money is spent has a direct impact on the quality of services the community experience, and reflects Council's efficiency and effectiveness. Waimakariri District Council is committed to open and transparent procurement that delivers the best value for money (which isn't always the cheapest price), ensures impartiality in decision-making, and meets international standards of public scrutiny and accountability.

### 2 Policy Context

Procurement plays a vital role in the delivery of Council outcomes, with a significant variety of goods, services and works being purchased from third party suppliers.

The Council recognises that rigorous procurement and contract management practices:

- (a) ensure the Council delivers value for money and quality outcomes for the community
- (b) underpin the performance and delivery of the Council's strategic and business objectives
- (c) provide opportunities for business sustainability, strategic growth and improvement.

#### 2.1 Definitions

**Approved Contractor:** prior to undertaking any work for the Council, all contractors must apply for and be approved against a set of eligibility requirements, including insurance cover, Health and Safety (H&S) and relevant codes of practice.

**Bribe or inducement:** the giving or receiving, whether directly or indirectly, of something of value to influence a (procurement or contract management) transaction.

**Contract:** a formal, documented agreement between the Council and a supplier or contractor that commits Council in legal or financial terms to the acquisition of goods and services.

**Contract management:** the process of systematically and efficiently managing contract creation, execution and analysis for maximising operational and financial performance and minimising risk.

**Contract Owner:** a designated Council staff member who is responsible for the ongoing management and delivery of contracted goods or services, and who has the authority to contract on the Council's behalf.

**Contract variation:** an addition or alteration to the terms of contract that is mutually agreed to by both parties to the contract. A contract variation can be documented by letter or a deed of variation.

---

<sup>1</sup> LGA (2002) Section 10: 1 (a).

This Policy identifies the authority, responsibilities and operational parameters for prudent procurement decision-making, and the effective management of contracts and associated legally binding agreements.

## PROCUREMENT AND CONTRACT MANAGEMENT

**Contracted staff:** non-permanent employees of the Council, including consultants and contractors employed on fixed or short-term contracts who are undertaking business activities on behalf of the Council.

**Direct purchase:** means the procurement of goods and/or services by placing an order with the supplier of choice, without seeking other bids.

**Emergency situation:** a situation that threatens life, property or equipment, or has a significant impact on services or the public.

**Invited Tenders:** Invited or Restricted tenders, restricted calls for tenders, or invited tenders are only open to selected prequalified vendors or contractors. Invited or Restricted tenders can come about because essentially only one suitable supplier of the services or product exists, of confidentiality issues or of the need for expedience (as in emergency situations)

**Market:** all potential providers of a good or service that may be available to the Council.

**One up approval:** is also taken to include one sideways - that is as long as the approver has appropriate Delegated Financial Authority, has adequate knowledge of the transaction, and is not the initiator then they can approve the award of the provision for goods or services and also approve acceptance of the price. They do not need to be the next level up in terms of the staff structure.

**Open tender:** the process of publicly inviting offers to supply goods or provide services involving specifications and detailed documentation.

**Price:** the total price of a procurement for the total period of the contract, including extensions.

**Procurement:** the process of securing goods and services, including but not limited to purchase planning, standards or specifications determination, supplier and sector research, review and selection, pricing negotiation, making the purchase, supply contract administration, disposals and other related functions.

**Services:** the whole of the services, tasks, work and requisites to be supplied, rendered, provided or performed by a contractor under a contract and any variations provided for by the contract, and includes all and any goods, materials, plant, machinery or equipment supplied, provided or used by the contractor in performance of the contract.

**Sustainable Procurement:** procurement principles that allow the Council to secure goods and services in a way that recognises the whole of life costs and/or benefits of the goods or service, as well as delivers benefits for the local Waimakariri community, economy and environment.

**Tender:** a document in the form of an offer to supply goods and/or services, usually submitted in response to a public or selective invitation such as a RFQ, RFT or RFP.

**Tendering** - Tendering is the process of making an offer, bid or proposal, or expressing interest in response to an invitation or request to supply goods or services. As a contestable process other businesses are invited to respond to a particular need, such as the supply of goods and services, and will select an offer or tender that meets the needs and provides the best value for money.

**Tender request documents** - Also referred to as invitations to tender, Requests for Tender (RTF), and Requests for Proposal (RFP) which outline what is required and set out the Council's requirements. These documents also outline the particular needs, criteria, and instructions that are to be followed.

**Total contract value:** the estimated total value of the contract for the entire life of the contract, including extensions.

## PROCUREMENT AND CONTRACT MANAGEMENT

**Verbal quotation:** a verbal process of inviting offers to supply goods and/or services involving a limited number of potential suppliers.

**Quotations** – Quotations are a formal statement setting out the cost of particular goods or services.

**Whole of Life:** an assessment of the total costs and/or benefits of purchasing goods or services – from concept to disposal. This includes purchase outcomes, operating costs spanning the useful life of the good or service, as well as any impacts associated with (product) manufacture, transport, delivery and disposal. Consideration may also be given to sustainable procurement, i.e. assessing the local social, economic and environmental costs and/or benefits associated with the procurement.

**Written quotation:** a written process of inviting tenderers to supply goods and/or services involving simple documentation and a limited number of potential suppliers.

### 3 Principles

Council procurement and contract management practices shall ensure that the Council plans for, enters into and manages its procurement and contract management activities in a manner that maximises value for money and quality service delivery, as well as realises business, strategic and community expectations.

The following ten principles shall be reflected in all procurement and contract management practices:

1. Procurement and contract management processes will comply with all applicable statutory obligations, recognise Council's business, strategic and community expectations, and reflect relevant sector, central and local government good practice standards and guidelines.

Such processes shall at all times foster a safe working environment for staff, contractors and the general public and support the intent laid down within the Health and Safety at Work Act 2015.

2. The purchasing power of the Council will be harnessed for the realisation of its strategic and business objectives, as well as the benefit of the local community.
3. Planning and managing for great results. All purchasing decisions will consider what the most appropriate procurement options are, and select from a range of delivery processes to achieve the best outcome for Council and the community.

This provides the flexibility for Council to identify the most appropriate procurement option for obtaining goods and services. The decision about what option to be used will be based on the type of expenditure being incurred as well as other appropriate procurement objectives. Available tools for procurement include:

- Full external service delivery;
- Collaboration between Council and external organisations;
- Public/private partnerships;
- Fully resourced from internal sources.

4. The Council shall be fair to all suppliers. Where Open tendering applies, procurement practice will demonstrate integrity by all parties and enable all potential suppliers to have equal access through the use of open and contestable processes.

All Council procurement for goods and services shall be open and competitive. However, there are circumstances when Council may decide to restrict or limit supplier involvement in a procurement



**PROCUREMENT AND CONTRACT MANAGEMENT**

process, based on matters of scale or relevance, such as in an emergency and/or by allocating work directly to its own operating departments. When this principle of open and competitive purchasing is subject to deviation, Council will document the justification for such actions. Suppliers may be disqualified from tendering for Council goods and services for a period of not less than 12 months if they lobby or contact Councillors or staff (other than contacting staff named in the tender documents) regarding a tender while the tendering process is in progress

5. The Council shall ensure full probity in its procurement practices and decision-making processes. All procurement decisions will be appropriate and transparent, fair and equitable, and free from any real or undisclosed bias or conflict of interest.
6. The Council shall take into consideration the whole of life costs and/ or benefits associated with procurement – spanning design, manufacture, delivery, operation and disposal.
7. Consideration will be given to sustainable procurement principles whenever possible, i.e. assessing the whole of life social, economic and environmental impact of the procurement.
8. All contracts shall clearly identify the functional, performance and/or technical deliverables and key performance indicators that reflect Council's expectations and quality standards, and establish effective means to measure, monitor and manage their delivery.
9. All contracts will be actively managed in a manner that fosters collaboration with suppliers and contractors, maximises value for money, supports the Ta Matou Mauri principles as well as supporting continuous innovation and improvement; including the use of 'All of Government Contracts' and N<sup>3</sup>-GSB where appropriate.
10. All procurement and contract management risks will be identified and managed effectively throughout the life cycle of the goods or service.

These principles are designed to ensure that the procurement of goods and services are an open, selective and transparent process that achieves value for money by delivering the desired outcome at the best possible quality and price. These principles also promote a procurement and contract management process that is impartial, open and ethical, ensuring that all Council procurement and contract management is undertaken in a fair and unbiased way.

Procurement processes should be designed to ensure that purchasing and contract management practice is proportionate to the value, risk and complexity of the purchase. This policy provides a context for sound commercial judgement to achieve the best value for money, which isn't always the cheapest price, to drive innovation and high performance without compromising health and safety.

**4 Policy Objective**

The purpose of the Council Procurement Policy (the 'Policy') is to articulate Council's commitment to the responsible, effective and fit-for-purpose procurement of goods and services.

The Policy establishes the guiding principles for Council's procurement and contract management practices, and seeks to ensure that:

- (a) a robust framework is adopted across the Council for procurement, and the subsequent management and reporting of goods and services contracts;
- (b) the Council plans for, enters into and manages all contracts in a manner which facilitates Council strategic and business objectives, and optimises risk transfer;



**PROCUREMENT AND CONTRACT MANAGEMENT**

- (c) staff understand their roles and responsibilities with regards procurement and contract management, and are appropriately skilled and trained to do so;
- (d) the Council achieves quality performance and cost-effective service delivery.

Procurement should involve proactively managing supplier and other key stakeholder relationships throughout the sourcing process and for the duration of the contract. This embraces the development of relationships with suppliers, and driving value for money through ongoing efficiency gains.

All suppliers must meet Council's minimum standards to ensure health and safety is maintained.

**5 Organisational Scope**

This policy applies to:

All Council employees, including temporary employees and contracted staff.

- (a) Any person who is involved in the operation of the Council, including elected members, volunteers and those people with honorary or unpaid staff status.
- (b) Every business, service or activity of the Council – with the exception of employment contracts.

**6 Contract approval**

All staff involved in the procurement of goods and services must have appropriate knowledge of, and comply with all relevant Council policies, procedures and guidelines, as well as applicable legislation and professional standards of practice with regards the procurement and contract management process.

All procurement results must be approved by the relevant reporting authority (Delegated Staff, Management Team, Committee or Council) and then signed by the relevant Delegated Authority. No external parties are authorised to sign contracts on behalf of Council.

The Contract Administrator shall maintain a full (physical and/or electronic) record of all procurement preparation, negotiation and award activities, in accordance with this Policy and all {Council records management practices}.

All contracts entered into by the Council must be in writing, signed by all relevant parties, and held securely on file in accordance with Council document management practices.

All contracts prepared by the Council shall utilise approved and standardised contract templates whenever possible. If no applicable template exists, the Contract Administrator shall seek assistance from the PDU Manager or their delegate to prepare a contract

No contractual arrangement entered into by the Council shall be greater than 10 years in its entirety, including rights of renewal. Council shall not enter into contracts that include more than two rights of renewal or that are "evergreen" (i.e. of indefinite length).

Market scoping and the evaluation of potential goods or service suppliers shall be in accordance with the Purchase Authority requirements stated at 6.1 below.

**6.1 Contract approval thresholds**

Quotations and tenders are not required when contracting through the all-of-government supplier network (N<sup>3</sup>-GSB) since the processes of procurement for a preferred supplier have already been undertaken.

For amounts under \$20,000, the necessity for obtaining three quotations is at the Contract Owner's discretion. Verbal contracts cannot be made for any value of purchase. All purchases should be confirmed with supply of a purchase order.

**PROCUREMENT AND CONTRACT MANAGEMENT**

Where a decision is made not to put out to tender a contract for goods and services to an amount greater than \$100,000 approval must be gained from the Management Team, and the reasons for the decision shall be reported to the relevant Standing Committee.

Purchasing directly from a supplier without an open and competitive process is acceptable for goods and services below an expected value of \$5,000 based on the following principles:

- (a) the value of the goods or services is relatively low;
- (b) the purchase of these goods or services is on an as-required basis;
- (c) it is not practical to aggregate separate orders for the goods or services;

The cost of seeking quotations or tenders would be out of proportion to the value of the benefits likely to be obtained, or impractical in the circumstances.

For goods and services with an expected cumulative annual price of more than \$100,000 a public contestable tender process is required. Contracts/tenders with an expected annual expenditure of greater than \$1,000,000 and total project cost of greater than \$2,000,000 may only be authorised by the relevant standing committee or the Council. The following table sets out Council's procurement thresholds.

Note: Guidelines to be used in conjunction with N<sup>3</sup> and All of Government pricing.

Dollar value	Procedure	Purchase Authority	Value Assessment
Less than \$5,000	Direct from supplier	Per delegations	One up
\$5,000 to \$20,000	3 quotations or direct from supplier	Per delegations	One up
\$20,000-\$100,000	3 quotations	Per delegations	One up
>\$100,000	Public tender	Per delegations	Tender criteria
>\$1,000,000 pa	Public tender	Committee/Council	Tender criteria
>\$2,000,000 total	Public tender	Committee/Council	Tender criteria

One up approval must be used for all purchases. This means that there needs to be more than one person involved in the purchasing decision and approval. That is, an Initiator and an Approver with the appropriate delegation to approve a purchase.

Our Procurement practices should demonstrate objectivity and integrity in the sourcing and approval of goods or services. One up approval is also taken to include one sideways - that is as long as the approver has appropriate Delegated Financial Authority, has adequate knowledge of the transaction, and is not the initiator then they can approve the award of the provision for goods or services and also approve acceptance of the price. They do not need to be the next level up in terms of the staff structure.

The Chief Executive shall appoint a tender secretary who shall be responsible for the management and security of electronic tenders as well as the tender box and the tenders deposited therein. The tender secretary has responsibility for opening the tenders received, either electronically or hard copy and recording the tender prices at the conclusion of the tender process.

All tenders shall close at a time nominated in the tender documents and must be received either electronically or in the tender box by the closing time. The tender box shall be fixed in one place in the foyer of the Rangiora Service Centre and shall remain locked until the closing time for tenders. Electronic tenders will only be received via [tenderlink.com/waimakariri](http://tenderlink.com/waimakariri). or GETS - Government Electronic Tenders Service [www.gets.govt.nz](http://www.gets.govt.nz)

Tenders will be opened in public. All tenders with an expected price of \$100,000 (GST exclusive) or less shall be opened in the presence of the tender secretary and at least one member of the management team. Tenders with an expected price over \$100,000 shall be opened in the presence of the tender secretary and

## PROCUREMENT AND CONTRACT MANAGEMENT

two others from the management team or Council. An elected representative should be present for tenders expected to exceed \$500,000.

Council is accountable to the community through the Long term Plan and Annual Plan. All purchases (including tenders) of any goods and services which commits expenditure from the current year's Annual Plan shall be accepted by an officer with sufficient contractual authority as described in the delegations manual S-DM 1044. Monitoring of the procurement process will be undertaken by the Audit Committee and management team.

Variations within existing contracts, and committing council to an increase in the scope of works, may be authorised in accordance with the delegations manual S-DM 1044.

### 7 Sustainable Procurement

The Council recognises that procurement and contract management practices provide a key opportunity to maximise value for money and quality service delivery, as well as deliver tangible benefits for the local community, economy and environment – as articulated in the Council's Strategic Framework.

As such, the principles of sustainable procurement shall be recognised whenever possible in the assessment of the costs and benefits of procurement on a whole of life basis, as follows:

- (a) *Think Local:* The Council shall preference those suppliers that can evidence a positive economic footprint in the region. This includes contributing to the vibrancy and sustainability of the local economy, supporting job or market growth, as well as fostering opportunities for small and medium sized enterprises (SMEs). <sup>[1]</sup><sub>[SEPP]</sub>
- (b) *Think Environmental:* The Council shall encourage procurement decisions that have a positive impact on the natural environment and biodiversity, including the prudent use of natural resources, the minimisation of waste or hazardous substances, and efforts to reduce carbon or Greenhouse Gas (GHG) emissions. <sup>[1]</sup><sub>[SEPP]</sub>
- (c) *Think Social:* The Council shall encourage procurement decisions that maximise community benefits in terms of personal wellbeing, social cohesion, capital and inclusion, equal opportunities and participation. <sup>[1]</sup><sub>[SEPP]</sub>

Whenever practicable, the Council shall give conscious consideration to sustainable procurement principles, including when undertaking cost-benefit analyses or weighted attributes assessments of potential goods and service suppliers.

### 8 Conflict of Interest

The Council shall ensure that procurement and contract management processes cannot be justifiably challenged on the basis of any real or undisclosed bias or conflict of interest.

All procurement and contract management decision-making processes shall include careful consideration of any actual, potential or undisclosed conflicts of interest.

Under no circumstances shall a staff member influence, advise or participate in a procurement or contract management activity where that employee has an actual, or undisclosed conflict of interest.

Every person on the Tender Evaluation Team (TET) must complete a declaration in writing that they have no actual or undisclosed conflict of interest. This includes those involved directly in procurement and contract management activities, as well as anyone who has the ability to influence key decisions (e.g. those holding delegated financial authority or monitoring performance).

Where there is uncertainty about whether there is a conflict, employees should discuss the potential conflict with the Contract Owner, Line or Group Manager or Chief Executive Officer. If in doubt, employees should

## PROCUREMENT AND CONTRACT MANAGEMENT

at all times fully disclose a potential conflict or bias. Refer also to the Council Conflict of Interest Policy for further details.

Where the CEO is involved with procurement and/or contract management and identifies a potential conflict of interest, escalation shall be to elected members.

It is never acceptable for a Council staff member to accept a bribe or inducement. Any such instances will be dealt with in strict accordance with the {Staff Code of Conduct Policy} and other applicable guidelines - see also the Council {Fraud Prevention Policy}.

As part of the procurement process the Council {Gifts and Hospitality Register} shall be reviewed to identify gifts and/or hospitality received by any person involved in a procurement process. Should these exceed a cumulative value of \$500 in the preceding 12 months the person will be precluded from taking any part in the procurement process.

### 9 Contract Management

The Council shall maintain a central database of all approved and/or active contractors, and ensure comprehensive records are held, including all third- party vetting; H&S approval; insurance coverage; contract review, renewal or expiration dates; deviations and variations.

All Council contracts shall have a delegated Contract Owner, who acts as the dedicated single point of contact and is responsible for the effective management and delivery of the contract in line with this Policy and all associated processes or guidelines. Duties include, but are not limited to:

#### 9.1 Contract Negotiation

- (a) All contracts shall include measurable, relevant and robust key deliverables, measures and performance indicators (i.e. 'SMART' key performance indicators that are Specific, Measurable, Achievable, Relevant and Time-bound).
- (b) All contracts shall establish effective and robust monitoring and reporting activities that ensure delivery of pre-determined deliverables and levels of performance.
- (c) All contracts shall comply with Council, professional regulatory body and statutory obligations, as required.
- (d) Contract Owners shall be alert to, and address any provisions in contracts that expose the Council to unsuitable or unacceptable risk. This includes a review of prior service delivery or performance by potential third party suppliers.

#### 9.2 Contract Delivery

- (a) Contract Owners shall regularly monitor, audit and review contractor delivery against agreed milestones, deliverables or performance expectations over the life of the contract, including maintaining a regular audit programme, as required.
- (b) All contractor payments, performance bonds and other financial transactions shall be made in accordance with the terms of the contract and appropriate assurance of agreed performance delivery, in accordance with relevant Council financial delegations and authority. <sup>[SEP]</sup>
- (c) Contract Owners shall engage relevant parties and establish variations or re-negotiate contract terms where appropriate.
- (d) Full records of all contract evaluations and performance monitoring activities (including any variations, renewals and cancellations) shall be held in accordance with the {Council document management guidelines and practices.}

**PROCUREMENT AND CONTRACT MANAGEMENT****9.3 Escalation and Exit**

- (a) The Council shall ensure appropriate and effective processes and mechanisms are in place for the reporting, escalation and resolution of performance issues or contract delivery failure.
- (b) Contract Owners shall monitor contract schedules for renewal or expiry, and effectively manage the business impacts arising from exiting the agreement, including ensuring all relevant Intellectual Property, data or property is returned to Council. <sup>(SEP)</sup>

**10 Risk Management**

The Council shall ensure that the costs, benefits and risk presented by procurement are identified, and appropriately reflected in the procurement and contract management methodology utilised.

Contract Owners shall work collaboratively with engaged providers to identify, assess and manage all risks associated with the goods or service procured, throughout the length of the contracted period.

All critical issues must be escalated and resolved appropriately to ensure the continued quality delivery of service expectations.

All risk management and mitigation strategies must be clearly documented as part of the procurement and contract management process.

**11 Deviations**

Deviation from the Council's procurement and contract management processes may be necessary due to circumstances beyond the control of Council. Such instances include:

- (a) A limited number of suppliers available in the market.
- (b) A different procurement methodology or process is stipulated by legislation or a professional/regulatory body.
- (c) An exceptional, urgent or emergency situation where immediate Council decision-making is required and is in the best interests of ratepayers.

In such instances, two members of the Management Team shall authorise the deviation prior to adoption, and if appropriate the decision ratified retrospectively by the CEO.

In such instances where a staff member has a conflict of interest, but also possesses specific expertise that is deemed essential to the procurement decision-making process and which is not available from any other sources, including those external to the Council, two members of the Management Team may sanction that person's involvement in writing, provided they:

- (a) ensure the staff member's involvement is limited as much as possible; and;
- (b) closely supervise the staff member's role and takes personal responsibility for the fairness and equity in the decision-making.

**12 Record Keeping**

All procurement and contract document management processes shall adhere to relevant statutory and regulatory obligations, including the Public Records Act 2005.

Clear and comprehensive written records of all procurement and contract management activity shall be retained in accordance with Council document management policies and protocols. This includes market,

## PROCUREMENT AND CONTRACT MANAGEMENT

tender and evaluation material, contracts and variations, performance reporting, correspondence and associated service delivery records

Procurement and contract management records shall provide a clear, transparent and accessible audit trail so that Council staff, auditors and/or legal advisors may readily establish the process and rationale for any procurement decisions made and actions taken.

At a minimum, records shall be retained that demonstrate:

- (a) Council procurement and contract management processes have been followed, as outlined in this Policy and all associated procedures and practice guidelines. <sup>[L]</sup><sub>[SEP]</sub>
- (b) Procurement adheres to appropriate budget allocations through the Long Term Plan, the Annual Plan, or an approved Business Case. <sup>[L]</sup><sub>[SEP]</sub>
- (c) Approval for procurement has been obtained from the relevant holder of delegated financial authority. <sup>[L]</sup><sub>[SEP]</sub>
- (d) The Council has identified key contract performance expectations and deliverables, and undertaken appropriate measures and audit/ monitoring activities that provide assurance of performance. <sup>[L]</sup><sub>[SEP]</sub>
- (e) All risks are identified, assessed and effectively managed in collaboration with the contractor, including Health and Safety assessments, site planning and maintaining appropriate insurance cover. <sup>[L]</sup><sub>[SEP]</sub>
- (f) All members of the tender evaluation team involved in decision-making have affirmed that they are free from any real or undisclosed conflicts of interest.

### 13 Confidentiality

Employees involved in procurement and contract management activities shall take all due precautions when handling commercially sensitive information. This includes ensuring information is not passed between parties entering into a tender or other competitive procurement process, as well as maintaining the rights of Council and third-party intellectual property.

Confidentiality obligations continue throughout the procurement and contract management process, as well as after the contract has terminated or expired.

### 14 Health and Safety

The Health & Safety at Work Act 2015 requires that an organisation must ensure the health and safety of workers (including contractors), and that organisations must consult, co-operate and co-ordinate activities with all other organisations who have health and safety duties in relation to the same matter (overlapping duties); so far as is reasonably practicable. WDC maintains contract health and safety management systems in order to achieve compliance with these requirements.

Suppliers for all contracts shall be required to meet a range of health and safety requirements throughout the life-cycle of the contract, which, depending on the nature of the contract, may include (but are not limited to):

- Health and safety pre-qualification
- Site specific safety plans
- Site inductions
- Incident reporting
- Site safety audits
- Contract close outs



**PROCUREMENT AND CONTRACT MANAGEMENT**

In particular, all suppliers for contracts involving physical works shall be health and safety pre-qualified. This will mean that they are assessed at >50% via the SiteWise health and safety pre-qualification system as a minimum, or meet the requirements of another externally-audited pre-qualification system of equivalent or superior standard (this will be approved on a case-by-case basis by the WDC Health & Safety Team).

Suppliers can achieve health and safety prequalification before or during the tender period, but pre-qualification must be achieved prior to work commencing.

Where a decision is made to select a supplier who is not health and safety prequalified as the preferred tenderer (or who has a SiteWise score lower than any minimum score indicated in the tender documents), approval must be gained from the Management team. The reasons for the decision shall be reported (such as emergency works, or a sole supplier situation).

All further health and safety requirements for the duration of the contract shall be clearly defined within the contract documentation.

**15 Links to legislation, other policies and community outcomes**

WDC Ta Matou Mauri – Our Principles

Controller and Auditor-General Procurement Guidance for Public Entities June 2008

Ministry of Business, Innovation and Employment, Government Rules of Sourcing 2015

*Local Government Act 2002* S3(c) promotes the accountability of local authorities to their communities, and S10 (b) has the purpose of local government as meeting the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses

All tenders which are subject to a New Zealand Transport Agency (NZTA) subsidy must comply with the requirements of NZTA. If there is any conflict between this policy and the NZTA requirements, then the NZTA requirements will take precedence to the extent of the inconsistency

*Health and Safety at Work Act 2015*

[WDC Contract Admin Guidelines](#)

QP-C1030 – Physical Works – Preparation of Request for Tenders

QP-C1031 – Physical Works – Inviting Tenders

QP-C1032 – Physical Works – Tender Evaluation

QP-C1042 – General Purchase – Inviting Tenders

QP-C1043 – General Purchase – Tender Evaluation

[WDC Quality Policy](#)

QP-C387 – Purchasing Procedures – Selection of Suppliers

**POLICY**

**S-CP 4160**  
**Issue: 1**  
**Date: 5/02/19**  
**Page: Page 12 of 12**

---

*Procurement*

---

**PROCUREMENT AND CONTRACT MANAGEMENT**

[WDC Standard Contract Forms](#)

QP-C494-AI Evaluation Report - Standard Tender Acceptance Report

QP-C494-AG Evaluation Appendices – Our standard document for lowest price conforming contracts

**16 Adopted**

Adopted by Council on 5 February 2019.

**8 Review**

Reviewed every three years or earlier on request.



**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR INFORMATION**

**FILE NO and TRIM NO:** EXC-57 / 220725126310

**REPORT TO:** COUNCIL

**DATE OF MEETING:** 2 August 2022

**AUTHOR(S):** Jeff Millward – Acting Chief Executive

**SUBJECT:** Health, Safety & Wellbeing Report – July 2022

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

\_\_\_\_\_  
Department Manager

  
\_\_\_\_\_  
Acting Chief Executive

**1. SUMMARY**

- 1.1. This report provides an update to the Council on Health, Safety & Wellbeing matters for July 2022. The dashboard reporting in this report is trending from July 2022 to mid-July 2022.
- 1.2. There were 9 incidents which occurred from June to 25 July 2022 which resulted in no hours lost time to the organisation. Ongoing lost time from historic incidents is reported in Appendix A.
- 1.3. The Health and Safety Risk Register Review has been modified and consolidated by the Quality and Risk Coordinator, Risk Consultant and the Health, Safety and Wellbeing Team. This is in draft form and will be communicated to Management prior to the next review in September.
- 1.4. There is currently a short term work programme underway to focus on immediate staff wellbeing initiatives pending the development of a longer term wellbeing strategy. These initiatives are being jointly developed between the Wellbeing working group and the MAD Committee.

**Attachments:**

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

**2. RECOMMENDATION**

**THAT** the Council

- (a) **Receives** Report No 220725126310
- (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 information to 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.
- 3.3. The World Health Organisation has declared a pandemic as a result of the transmission of the COVID-19 virus across the world. This report continues to provide the Council with a summary of activities which are underway to support our organisations response to the pandemic.

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

#### 4.1. Incidents and accidents

- 4.1.1. June and July have shown a trend in increasing Telecom cable strikes. These incidents are being investigated further in collaboration with the Water Unit. There is an ongoing issue with cable locating the old copper lines and these are often never picked up by the locators. Conversations around ways to locate have begun and further investigation in to service locations (particularly power) are ongoing as depths are becoming increasingly varied when locating main services. This is a measure of prevention and education on main services located around the district. WDC will engage Main Power for further information.

#### 4.2. Risk Register

- 4.2.1. Over the past few months the Health, Safety & Wellbeing Risk Register has been updated and modified to reflect risk themes and simplified actions. The draft register is considered 'high level' as work to mitigate these risks is undertaken as BAU across the organisation on a daily basis or as part of work plans. As this is currently in draft form, further information will be provided in a memo to Management prior to the Risk Register Review in September 2022.

#### 4.3. Wellbeing Correlation

- 4.3.1. The Wellbeing Working Group have engaged a staff member from the Community Team for a period of 5 hours per week to assist with the delivery of some wellbeing initiatives, events, activities and opportunities for staff, with the aim of increasing individual, team and organisational wellbeing.
- 4.3.2. The collective group agreed to get some initiatives underway in the interim period particularly focused on the 'Connect' and 'Give' elements of Five Ways to Wellbeing. Once the new manager for Health, Safety and Wellbeing is appointed (the recruitment process is currently underway) the development of a comprehensive wellbeing strategy will be a priority.

#### **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 CE 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

Date	Person type	Occurrence	Event description	Response
22/06/2022	Employee/Volunteer	Property and Vehicle Damage	Staff member was backing up slowly in the Water Unit yard wash down area, bumping the back bumper making dent. The backing camera was old and dirty.	Replaced camera as it was old and visibility was not good. Employee advised to take extra care when backing. Vehicle damage fixed.
28/06/2022	Contractor	Property and Vehicle Damage	A contractor working at the Otaki Street Pumping Station construction site, damaged a side panel below the cab door of the excavator when the excavator made contact with metal scaffold while turning (slewing to side)	Contractor maintaining the damage. No further investigation required.
29/06/2022	Employee/Volunteer	Near Miss	Water Unit Truck towing a digger got stuck on a berm.	The truck was towed out. No damage incurred. Weather conditions have caused grassed areas to become very soft.
30/06/2022	Employee/Volunteer	Injury	An Aquatics staff member was teaching learn to swim when one of the children threw herself backwards and hit the staff members bottom lip and left a cut with swelling. A nearby lifeguard made sure the instructor was ok and recommended putting an ice pack on her lip once she was finished teaching.	No further medical treatment required. Staff member fully recovered.
5/07/2022	Employee/Volunteer	Near Miss	A Water Unit staff member was unblocking a chlorine injection point pipe line that was under pressure with water. The valves were closed and draining. When they undone the line, injection pipe line pressure water got them wet and damaged the work phone.	Tried to dry the phone out. Needs to be replaced.
11/07/2022	Employee/Volunteer	Property and Vehicle Damage	Water Unit staff were digging a trench for a new sewer lateral, when they hit a Telecom cable. The locator picked up the larger cable, which was potholed and located. It was marked with a shovel then dug away hitting smaller cable 300mm away that was not picked up by locator.	Damage fixed. Not further investigation required.
14/07/2022	Employee/Volunteer	Injury	Hit head on end of gable Banged head hard on end of gable resulting in cut to head and lump	No further medical attention was required post first aid nor was there time away from work as a result of the incident. After

				discussing the incident with the employee, he suggested we look at purchasing some 'bump' caps that the inspectors can wear around scaffolding on residential jobs. These have been purchased and will be distributed to the inspectors. The incident will be raised at the next inspection team technical meeting to highlight the potential hazard to the whole team.
18/07/2022	Non-Employee	Injury/Medical	Member of the Public at Southbrook Resource Recovery Park sustained injury when some doors fell onto her leg. Another member of the public had left the doors leaning up against a pillar and rail without notifying staff on site. Strong wind and gusts blew the doors onto the member of public, who was on the landing preparing to unload her vehicle into the pit. She was with her husband at the time. Wound to lower leg, requiring 12 stitches. The member of public who left doors was identified via his vehicle registration.	The injured person is recovering well and has received contact by WDC and WM. The person that left the doors has been contacted and reminded that stuff they are leaving for collection should be left at the dump shop. Still under investigation.
19/07/2022	Employee/Volunteer	Property and Vehicle Damage	A Water Unit digger went through a Telecom cable as the cable locator did not pick up the cable in the high water table. The cable was only 300mm deep in the storm water drain.	Cable repaired. No further investigation required.

<b>Lost Time Injuries - Aquatics:</b>	2019 to current	<p><b>Injury one:</b> Currently partially unfit, on RTW plan 3hrsx4days Date of injury 28 June 2019 Weekly contracted hours = 30 3736 hrs lost to date</p> <p><b>Injury two:</b> Currently Fully unfit, Date of injury 27 May 2022 Weekly contracted hours = 38.75 318 hrs lost to date</p> <p><b>Injury three:</b> Currently Fully unfit, Date of injury 7 July 2022 Weekly contracted hours = 10 28 hrs lost to date</p>
<b>Lost Time Injuries Water Unit:</b>	2021 to current	<p><b>Injury one:</b> Date of injury – 27 April 2021 (RTW hrs 30hrs/wk. currently) Weekly contracted hours = 40 1116 hrs lost to date</p> <p><b>Injury two:</b> Date of injury – 15th Feb 2022 (RTW Aug 2022) Weekly contracted hours = 40 856hrs lost to date</p>

**Lead Indicators**

<b>Safety Inspections Completed (Workplace Walkarounds)</b>	2022	New zoned Workplace Walkarounds scheduled for roll out end of July. All new Health and Safety Representatives have been voted in.
<b>Training Delivered</b>	2021/2022	People Trained: 4 staff trained in Health and Safety Representative Training. Role specific training still ongoing through departments.



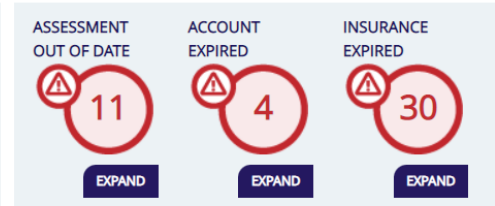
Appendix B

CONTRACTOR PIPELINE

Health and Safety ▾



ALERTS



CONTRACTOR ASSESSMENT SCORES

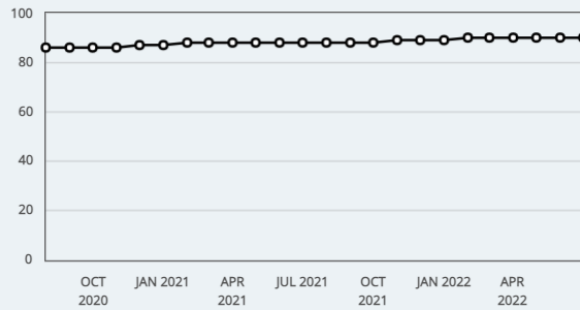
YOUR CONTRACTORS

NUMBER OF YOUR SELECTED CONTRACTORS AT EACH STAGE



YOUR SELECTED CONTRACTORS AVG. SCORE

90%



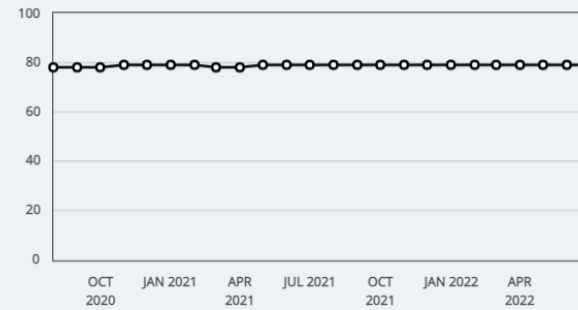
ALL CONTRACTORS

NUMBER OF CONTRACTORS AT EACH STAGE IN SITEWISE

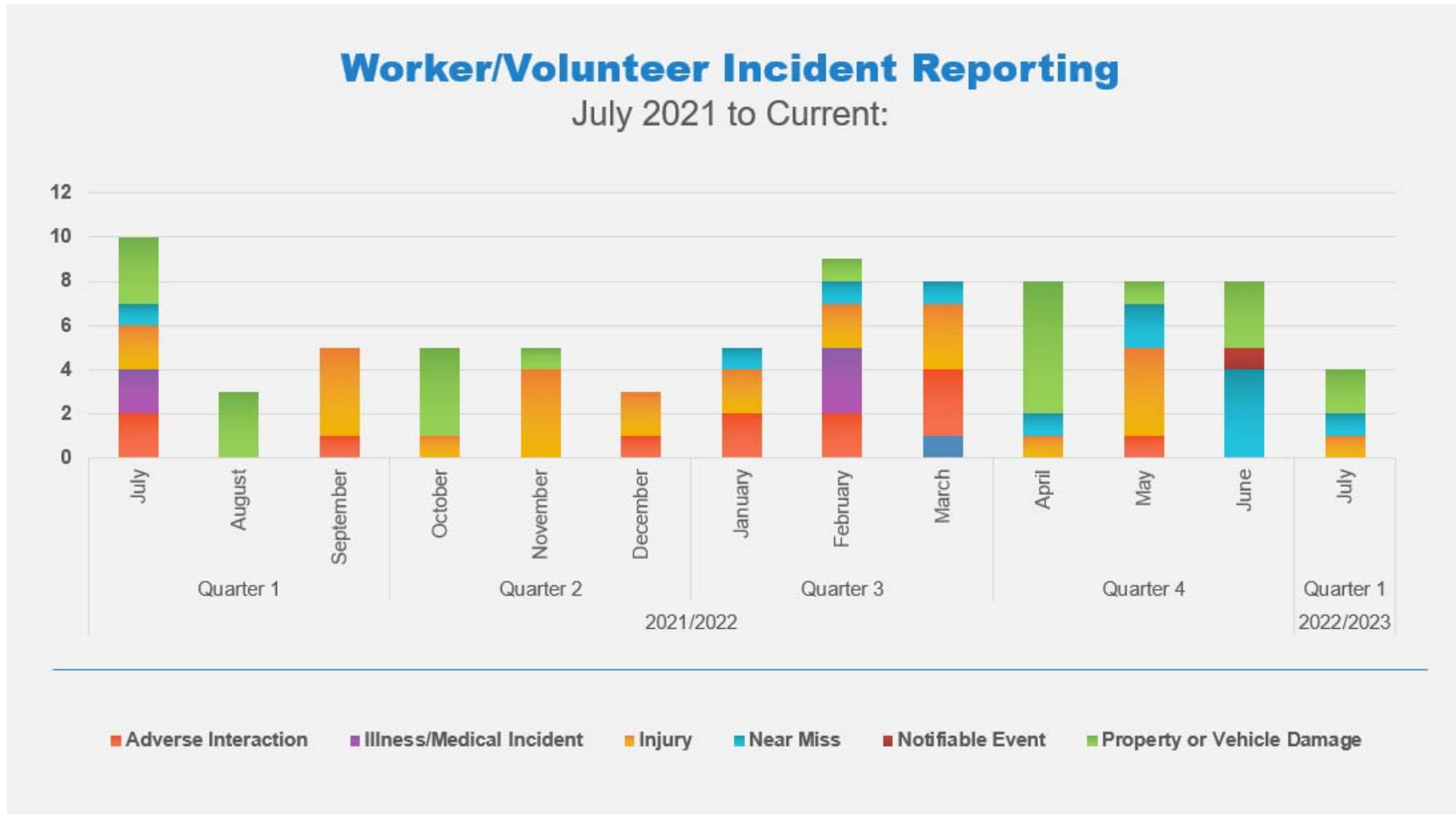


ALL CONTRACTORS AVG. SCORE

79%

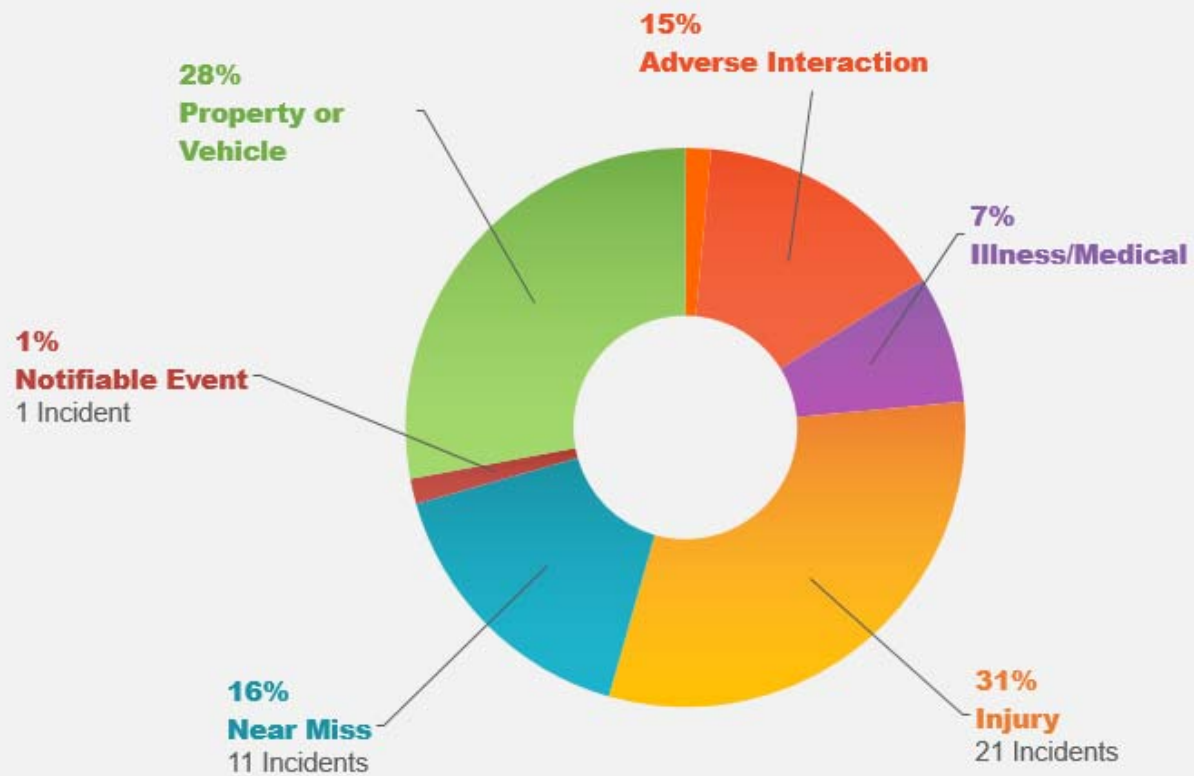


Appendix C



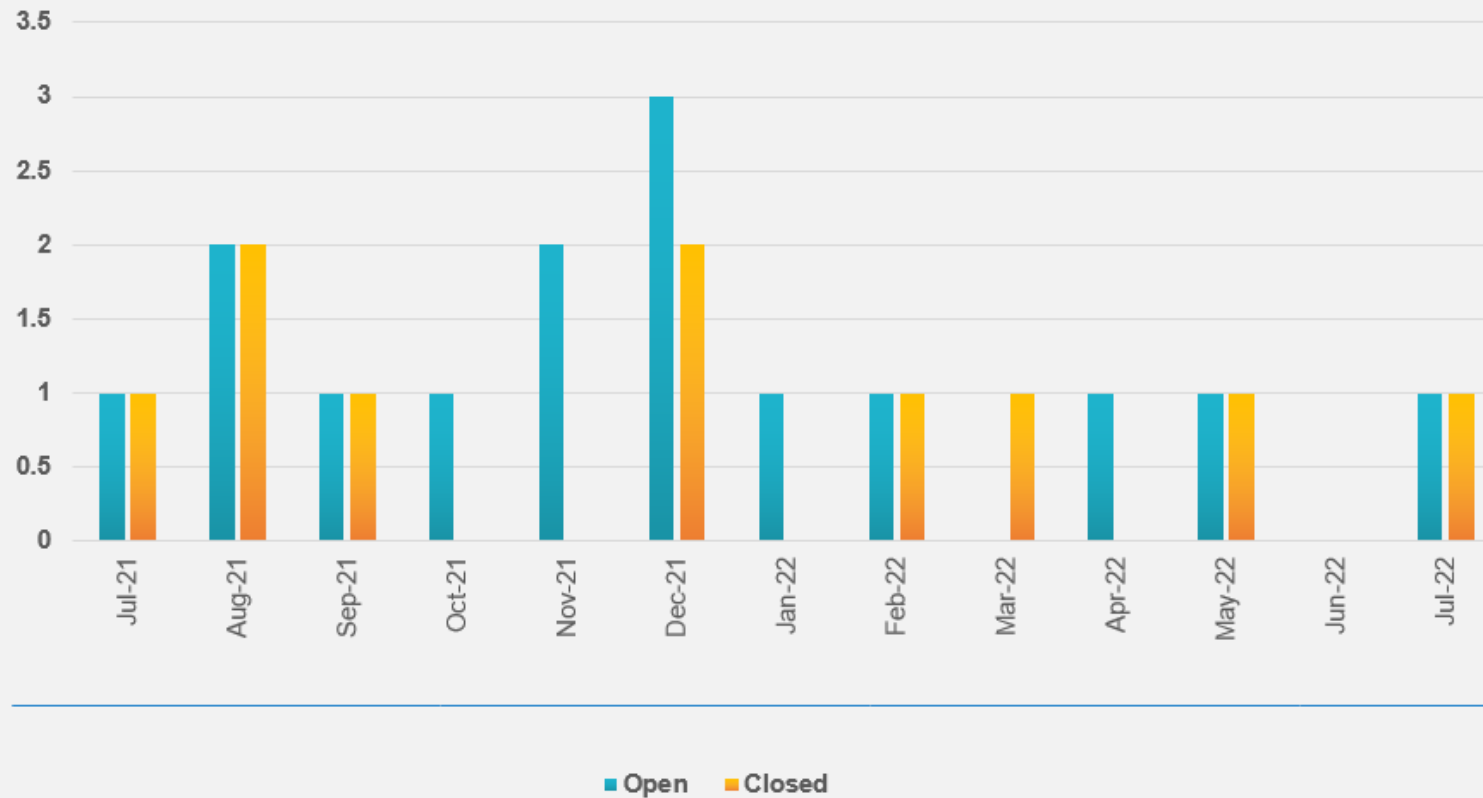
## Worker/Volunteer Incident Reporting

July 2021 to Current:



## Hazards Reported

July 2021 to Current:



**WAIMAKARIRI DISTRICT COUNCIL**

**MINUTES OF A MEETING OF THE UTILITIES AND ROADING COMMITTEE HELD IN THE COUNCIL CHAMBER, RANGIORA SERVICE CENTRE, 215 HIGH STREET, RANGIORA ON TUESDAY 21 JUNE 2022 COMMENCING AT 3.30PM**

**PRESENT**

Councillor R Brine (Chairperson), Councillors S Stewart (attended via Zoom), J Ward and P Williams (attended via Zoom).

**IN ATTENDANCE**

Councillors N Mealings, P Redmond and W Doody.  
J Millward (Acting Chief Executive), K LaValley (Project Delivery Manager), K Simpson (Three Waters Manager) and A Smith (Governance Coordinator).

**1 APOLOGIES**

Moved: Councillor Brine                      Seconded: Councillor Ward

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

**CARRIED**

**2 CONFLICTS OF INTEREST**

There were no conflicts of interest recorded.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of a meeting of the Utilities and Roading Committee held on Tuesday 17 May 2022**

Moved: Councillor Williams                      Seconded: Councillor Ward

**THAT** the Utilities and Roading Committee:

- (a) **Confirms** the circulated Minutes of a meeting of the Utilities and Roading Committee held on 17 May 2022, as a true and accurate record.

**CARRIED**

**3.2 Matters arising**

There were no matters arising.

**4 DEPUTATION/PRESENTATIONS**

There were no deputations or presentations.

## 5 REPORTS

### 5.1 May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – E Klopper (Flood Team Lead), C Fahey (Water Operations Team Leader) and K Simpson (3 Waters Manager)

K Simpson presented this report which provided an update on the work of the Flood Team and the status of the drainage service requests relating to the three recent flood events. At the time the report was written there were 61 drainage investigations, of which 45 had been allocated and eight had been completed. The number of completed investigations now totalled 11, and it was expected that another five investigations would be completed by the end of the week ending 1 July 2022.

Broadway Avenue at Waikuku Beach had now progressed and been integrated with the Three Waters annual programme. There had been agreement with the landowners for a solution and budget allocated in the next financial year to cover construction.

Regarding the testing that had been undertaken at Ranui Mews in Kaiapoi, a vent had recently been installed in one of the units which had since been tested with a positive result. A meeting with the Property Team was planned and it was estimated that there would need to be a vent installed in 19 of the 25 units.

By mid-July it was planned that all of the 61 projects would be progressed and be included in the annual work programme. It was expected that by the end of July 2022 the Flood Team work would be completed.

Councillor Doody if there was a regular maintenance programme in place for the drain on Bay Road. K Simpson advised that there had recently been a report prepared on which drains were requiring maintenance, however was unaware of any drain maintenance work that was scheduled for this drain. K Simpson would follow up on this matter once Councillor Doody provided information on the exact areas of concern.

Councillor Williams asked if preparing the weekly report was putting additional pressure on staff resources and if a monthly timeframe would be more achievable. K Simpson acknowledged that there was significant work involved in preparing the weekly updates, however suggested that these remain in place until the Flood Team role was completed in July 2022. From then it would be appropriate to provide a monthly update on any remaining works.

Moved: Councillor Ward

Seconded: Councillor Stewart

**THAT** the Utilities and Roothing Committee:

- (a) **Receives** report No. 220609098129.
- (b) **Notes** that 598 drainage service requests were received relating to the significant rainfall events in May 2021, December 2021 and February 2022, which had all been responded to although approximately 138 requests required further maintenance or investigation work.
- (c) **Notes** that there are currently 61 drainage assessments identified and this was likely to increase as the service requests were worked through. Progress made since the previous Utilities and Roothing Committee meeting was set out in Section 4 and was supported by the weekly update memos.
- (d) **Notes** that background information in regards to the recent flooding event could be viewed in report No. 220310034384 entitled: "*February 2022 Flood Event - Update on Service Requests*".

- (e) **Notes** that a webpage had been set up on the Council's website to provide updates on the status of drainage works underway and targeted information would be sent out to the Waikuku Beach and Kaiapoi communities.

URL: <https://www.waimakariri.govt.nz/services/water-services/stormwater/drainage-works>

- (f) **Notes** that additional budgets for the Swindells Road Drainage Upgrade and Broadway Avenue Drainage Upgrade projects in Waikuku Beach and High Street Drainage Upgrade project in Oxford had been approved for inclusion in the 2022/23 Annual Plan.
- (g) **Circulates** this report to the Council and Community Boards for information.

### CARRIED

Councillors Ward and Stewart extended thanks to staff for the information provided in these updates. Councillor Stewart also supported the weekly updates remaining in place until the work of the Flood Team was complete in July 2022.

#### **5.2 Avian Botulism Management 2021-22 – S Allen (Water Environment Advisor) and K Simpson (Three Waters Manager)**

K Simpson spoke to this report, providing an update on the management of Avian Botulism in the 2021 – 2022 year. The low bird deaths at any of the Council's wastewater treatment plants were noted for this period. The Avian Botulism Management Plan had been reviewed by the SPCA, who had made some recommendations regarding sick bird management and how these should be treated. The Plan had been updated to incorporate some of the SPCA recommendations.

It was pointed out that avian botulism was a naturally occurring bacteria, which propagates in the warm shallow waters of treatment plants. Staff would be monitoring the situation closely heading into the next summer season and following the Management Plan.

Councillor Doody commented on the birdlife in the close vicinity of the Rangiora Wastewater Treatment Plant queried if it would be likely that there would be an outbreak there. K Simpson responded that the significant outbreaks in the past had been concentrated around the Kaiapoi Wastewater Treatment Plant, however also noted that each of the Councils wastewater treatments plants had the same exposure of risk of propagating avian botulism, therefore all sites are monitored. It was noted that there could be an outbreak at any of the Council's wastewater treatment plants, including Rangiora and there could be a risk of the bacteria being transferred to other water bodies in the vicinity.

Councillor Redmond noted that the information provided in the graphs in the report, indicate that the results were better over each of the last three years and enquired if staff were doing anything differently to achieve these results. K Simpson replied that the outbreaks could be weather related and also there was much better management practices in place early in the summer for disposal of carcasses to mitigate any potential outbreaks.

Moved: Councillor Ward

Seconded: Councillor Williams

**THAT** the Utilities and Rooding Committee:

- (a) **Receives** report No. 220420060318.
- (b) **Notes** the low bird death numbers (48 birds) for the 2021-22 season at coastal Waimakariri District Council wastewater treatment plants (WWTPs), as collected by contractors to check for and contain any avian botulism, with no avian botulism outbreak detected.

- (c) **Notes** the production of an updated WDC Avian Botulism Management Plan Version 2, which outlines current management practices, and adds changes from an SPCA review.
- (d) **Notes** that Christchurch City Council responded to an avian botulism outbreak at the Bromley Wastewater Treatment Plant in the summer of 2021-22.
- (e) **Circulates** this report to the Council, the Waimakariri Water Zone Committee, and the Community Boards for information.

**CARRIED**

**5.3 Midge Management and Monitoring at Wastewater Treatment Plants –**  
S Allen (Water Environment Advisor) and K Simpson (Three Waters Manager)

K Simpson presented this report which provided information on the midge management and monitoring at the Wastewater Treatment Plants. During the 2021-22 financial year there had been dredging works undertaken at the Kaiapoi Plant while at the Woodend Plant vegetable oil had been applied. At both these sites there had been midge tracking and control sites set up to show any comparative effects. Some improvements had been identified for the 2022-23 season which were shown in the report. These were specifically for both sites, with midge tracking during spring.

Nearby residents of the Woodend Wastewater Treatment Plant, were pleased to advise that the application of the vegetable oil had made a difference. It was noted that there was a variety of midges that tend to favour wastewater treatment plants rather than natural bodies of water.

Moved: Councillor Williams

Seconded: Councillor Ward

**THAT** the Utilities and Rooding Committee:

- (a) **Receives** Report No. 220511075308.
- (b) **Notes** the use of the larval disruption dredging and oil surfactant spreading techniques that had been trialled at Kaiapoi and Woodend Wastewater Treatment Plants (WWTPs) for midge management.
- (c) **Notes** that midge trap monitoring was not able to demonstrate if trialled management techniques reduced midge densities, however anecdotal evidence from neighbours supports continued use of the practises.
- (d) **Notes** the cost of midge management for Kaiapoi and Woodend WWTP was estimated to have been approximately \$30,000 for the 2021-2022 season, sourced from existing operational budgets, and was subsidised by avian botulism inspections that means that ecological contractors were already on-site to carry out midge trap monitoring.
- (e) **Notes** that native planting and bunding was intended to be installed at the Woodend WWTP on the western boundary to replace pine forest screening that had been removed by logging, however the supply of bund material from construction of a Stormwater Management Area had been delayed.
- (f) **Notes** the intended approach of submitting a new insect control management plan for Kaiapoi Wastewater Treatment Plant, focusing on non-insecticide control methods, to Environment Canterbury as a condition of consent CRC041049.

**CARRIED**



## 6 REPORTS FOR INFORMATION

6.1 **Approval to install two cattle stops on Carleton Road, between Harewood Road and Woodstock Road** – (report No. 220526085607 to the Oxford-Ohoka Community Board meeting of 8 June 2022

6.2 **Waikuku Beach Drainage Investigations Update** – (report No. 220602094304 to the Woodend-Sefton Community Board meeting of 13 June 2022

Moved: Councillor Ward

Seconded: Councillor Brine

**THAT** the Utilities and Roading Committee receives the information in Items 6.1 and 6.2.

**CARRIED**

## 7 PORTFOLIO UPDATES

### 7.1 **Roading – Councillor Paul Williams**

Councillor Williams advised that there had been complaints from the community about the state of gravel roads in the district and there would be a briefing to the Rangiora-Ashley Community Board meeting shortly.

### 7.2 **Drainage and Stockwater – Councillor Sandra Stewart**

The new Stockwater Race information package had been put together, which would provide comprehensive information to the public on the rules and responsibilities for those who had races on their properties. Councillor Stewart and other members of the Stockwater Race Bylaw Hearing Panel would need to read through this information before it was made available to the public.

Regarding drainage, Councillor Stewart asked if there had been any progress on Ecan's stance on the stormwater basin issue extending into the groundwater. K LaValley responded that there was a meeting planned in July 2022 with WDC, Ecan and Christchurch City Council (CCC) staff on this matter, which was affecting CCC area as well. WDC staff are aware of a consent that was issued for the Beach Road subdivision pond, and staff are looking at the differences between that pond and the pond planned for Ohoka.

Attended a presentation from Helen Shaw on surface water trends within the Waimakariri. This had been presented to the National Environment Committee, and had implications to the surface water and ground water management.

### 7.3 **Utilities (Water Supplies and Sewer) – Councillor Paul Williams**

Timelines had now been released for the new rules for drinking water standards, from July 2022 and would be operative from November 2022.

A trunk main renewal would be commencing in Bay Road Oxford in coming weeks.

Regarding wastewater, all Fernside septic tanks were now pumping into Rangiora. Once the Fernside pumping station was cleared, this property could be sold. Loburn Lea also had a lot of waste pumping into Rangiora and the work to decommission the pump station there would be underway shortly.

#### **7.4 Solid Waste– Councillor Robbie Brine**

Councillor Brine advised that facilities would be open usual hours and collections would operate as per usual over the long weekend. There may be delays with some collections with Covid impacting on drivers.

There was a combined inspection at Southbrook Transfer Station on 16 June 2022 with staff to discuss maintenance.

An Audit of recycling bins from schools had been undertaken by Eco-educade, which provided a report to each school.

The Agrecovery rural chemical collection had been delayed a few weeks due to Covid.

Facilities had been operating business as usual, with kerbside collection generally going well. Advice was circulated via social media of possible delays in kerbside collections as a result of driver shortages.

A fire was averted in the recycling shed due to a vacuum cleaner which was operating, however the quick actions by operators saved the situation. There needed to be further discussion on whether there was continued collection of batteries.

#### **7.5 Transport – Mayor Dan Gordon**

Mayor Gordon was not present.

### **8 QUESTIONS UNDER STANDING ORDERS**

There were no questions.

### **9 URGENT GENERAL BUSINESS**

There was no urgent general business.

### **10 MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

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

Moved: Councillor Brine                      Seconded: Councillor Ward

**THAT** the public be 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	Minutes/Report of:	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
10.1 – 10.2	Reports from Management Team meetings	Reports for information	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution is made in reliance on section 48(1)(a) 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 which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Item N°	Reason for protection of interests	Ref NZS 9202:2003 Appendix A
10.1 – 10.2	Protection of privacy of natural persons To carry out commercial activities without prejudice	A2(a) A2(b)ii

**CARRIED**

**CLOSED MEETING**

**Recommendation to resume open meeting**

Moved: Councillor Brine                      Seconded: Councillor Ward

**THAT** the open meeting resume and the resolution made with the public excluded be made public, but the reports and business discussed remain public excluded.

**CARRIED**

**OPEN MEETING**

**REPORTS FOR INFORMATION**

**10.1 Contract 21/62 Oxford Water Main Renewals 2021/22 Tender Evaluation and Contract Award Report** – Report to Management Team Meeting 30 May 2022 – to be circulated to Utilities and Roothing Committee.

**10.2 Contract 21/03 Sustainability Education Delivery Services Tender Evaluation and Contract Award Report** – Report to Management Team Meeting 7 June 2022 – to be circulated to Utilities and Roothing Committee.

Moved: Councillor Ward                      Seconded: Councillor Brine

**THAT** the Utilities and Roothing Committee receives the information in Items 10.1 and 10.2.

**CARRIED**

**NEXT MEETING**

The next meeting of the Utilities and Roading Committee is scheduled for 3.30pm, on Tuesday 19 July 2022.

There being no further business, the meeting concluded at 4.06pm.

CONFIRMED



---

Chairperson  
Councillor Robbie Brine

19 July 2022  
Date

**BRIEFING**

*At the conclusion of the meeting, the following briefings were presented:*

- *Finished Floor Level Technical Practice Note – 30 minutes*
- *Wastewater Treatment Consenting and Compliance – 30 minutes*

# UNCONFIRMED MINUTES

## NOTES OF THE WAIMAKARIRI-PASSCHENDAELE ADVISORY GROUP MEETING HELD IN THE RAKAHURI ROOM, RANGIORA CIVIC CENTRE AT 4.30PM ON MONDAY 4 JULY 2022

**Present:** Deputy Mayor Neville Atkinson (Chairperson), Lieve Bierque (Honorary Consul) via Zoom, Neill Price (President Kaiapoi RSA) and Ian Thompson (Rangiora RSA).  
**In Attendance** Kay Rabe (Governance Adviser).  
**Apologies:** Mayor Dan Gordon

### Confirmation of Minutes

Moved: N Price                      Seconded: I Thompson

**THAT** the circulated Minutes of the Waimakariri-Passchendaele Advisory Group meeting of 28 March 2022 be confirmed as a true and correct record.

**CARRIED**

#### Actions:

- Nil.

### Correspondence

Moved: I Thompson                      Seconded: N Price

- Confirmation that D Adamson had not replied to letter of invitation. L Bierque to contact him and get a current address or email contact and forward to K Rabe.
- The Chairperson noted that he was pleased with the contact made regarding the ANZAC Day services and the exchange of photos between Zonnebekke and the Waimakariri districts. It was suggested that a joint meeting be held with Freddy Declerck and other Zonnebekke officers to strengthen the ties between the districts and with the view of continuing the practice once or twice a year in the future.

Moved: N Atkinson                      Seconded: L Bierque

- That** all correspondence was received.
- That** the 26 September 2022 meeting be held as a joint meeting with delegates from the Zonnebekke district via Zoom and this practice be encouraged at least twice a year to strengthen ties between the districts.

**CARRIED**

#### Actions:

- L Bierque to forward D Adamson's contact details to K Rabe.
- K Rabe to set up a joint meeting via Zoom with delegates from Zonnebekke.

### Matters Outstanding and General Business

- **Information Pamphlet**

The Group reviewed the information pamphlet and the following changes will need to be made:

- Page 3 – addition of 'to' to be added to the sentences "... *Passchendaele Advisory Group to provide oversight* ..."
- Page 5 – Change heading to ready Chair of WPAG and change the signature to Deputy Chair. Also add JP to N Atkinson's name.
- Page 5 – second paragraph change the word 'almost' to 'over' in the sentence "... *underestimated and while over 100 years have* ..."
- All titles to be under names and add JP to N Price's name.
- Page 7 – First paragraph change 'introduce' to 'contribute' "... *real privilege for me to contribute to this* ..."
- Acknowledge the source of the information in L Bierque's message.

# UNCONFIRMED MINUTES

- Printed on glossy paper and available by Monday 10 July 2022 and several copies given to L Bierque for her trip to Belgium and to I Thompson.
- I Thompson congratulated the Group on a good project well carried out.

Moved: I Thompson                      Seconded: N Price

- **That**, subject to the changes noted, the Information Pamphlet be adopted.
- **That** copies be printed on glossy paper and be available by Monday 10 July 2022.

**CARRIED**

- **Review of outstanding Actions**

Plaque for Rangiora RSA – suggested wording to be circulated to all members for finalization.

- **Planting Plan**

Request that plantings reflect red and yellow rather than pink and white. Suggestion made to use Chilly Fire bush and/or yellow daisies.

Moved: N Price                              Seconded: L Bierque

**That** subject to change in colours the planting plan be adopted.

**CARRIED**

- **General Business**

- Update on L Bierque's upcoming trip to Ypres from 20 August to 11 October 2022. She has asked that 12 individual woven flax flowers be sourced for her to place on graves. N Price volunteered that the RSA Clubs provide poppies to be placed on grave sites as well.
- Advised that the Belgium Ambassador's trip in August has been cancelled but there is hope that he will be able to visit in December.
- I Thompson requested 6 weeks notice to enable the Rangiora RSA to prepare for the opening ceremony.
- N Price informed members of the recent theft of bronze plaques on servicemen's graves and the human cost involved.
- Update on successful Seafarers service on Sunday 3 July 2022.

- **Next Meeting**

Monday 26 September 2022, Joint meeting to be arranged.

**Actions:**

- *K Rabe to ensure amendments captured prior to printing 20 copies on glossy paper.*
- *K Rabe to circulate suggested wording for plaque for finalisation.*
- *K Rabe to speak to Tori regarding the changes in colour scheme for the planting plan.*
- *K Rabe to investigate the purchase of woven flax flowers and to arrange delivery to L Bierque.*
- *N Price and I Thompson to provide K Rabe with 100 poppies (50 from each club).*
- *K Rabe to arrange Joint meeting for 26 September 2022.*

Meeting concluded 5.10pm.

The next meeting will be on **Monday 26 September 2022** at 6pm. Venue to be confirmed.

**WAIMAKARIRI DISTRICT COUNCIL**

**MINUTES OF A MEETING OF THE AUDIT AND RISK COMMITTEE HELD IN THE COUNCIL CHAMBERS, RANGIORA SERVICE CENTRE, HIGH STREET, RANGIORA ON TUESDAY 19 JULY 2022 AT 9.15AM.**

**PRESENT**

Councillors J Ward (Chairperson), N Atkinson, K Barnett (arrived at 10.04am), S Stewart (arrived at 9.30am), P Williams and Mayor D Gordon.

**IN ATTENDANCE**

Councillors W Doody (via zoom and arrived at 9.43am) and P Redmond (arrived at 9.21am).

J Millward (Acting Chief Executive) and K Rabe (Governance Advisor).

There were eight members of the public present.

**1 APOLOGIES**

Moved: Councillor Atkinson

Seconded: Councillor Ward

That due to confusion of the start time of the meeting Councillors Stewart, Redmond and Doody's apologies for late arrival be accepted.

**CARRIED**

**2 CONFLICTS OF INTEREST**

No conflicts of interest were recorded.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of the meeting of the Audit and Risk Committee held on Tuesday, 17 May 2022**

Moved: Councillor Atkinson

Seconded: Councillor Williams

**THAT** the Audit and Risk Committee:

- (a) **Confirms** the circulated Minutes of the meeting of the Audit and Risk Committee, held on 17 May 2022, as a true and accurate record.

**CARRIED**

**3.2 Matters Arising( From Minutes)**

There were no matters arising.

**3.3 Confirmation of Minutes of the public excluded portion of the Audit and Risk Committee Meeting 17 May 2022**

*(These Minutes were considered in the public excluded portion of the meeting)*

#### 4 **PRESENTATION/DEPUTATION**

##### 4.1 **Rangiora Promotions Association Committee (RPAC) – Ross Ditmer and Lauren Lincoln**

R Ditmer provided an overview of the financial performance, staffing and management of the Kaiapoi Promotions Association and the events and initiatives held during the previous financial year. Given the impact of Covid restrictions, some events had to be cancelled and were replaced by initiatives such as Spot the Difference Treasure Hunt, Christmas Late Night Shopping, Easter Colouring Competition, an Easter Egg Hunt and the successful Shop Local Do Good Rangiora initiative. In addition, the Last Wednesday Club would be looking to refresh with new ideas to encourage participation which had dropped off over the last few months.

Mayor Gordon congratulated the RPAC on hosting a successful Big Splash event and encouraged his colleagues to participate next year.

Councillor Ward noted that she had received feedback from retailers in High Street, Rangiora, that they would be interested in setting up an association of retailers and suggested that the RPAC may wish to investigate the opportunity to increase their membership. L Lincoln reported that a flyer was being designed, which would be distributed shortly, giving relevant information and encouraging membership of the RPAC.

J Millward commented that the accounts were well presented and easy to read and thanked L Lincoln for her work in this area.

Councillor Williams advised that he had received feedback on the increase in shoplifting and suggested that the RPAC write to the New Zealand Police requesting a more visible presence on High Street. R Ditmer noted that the Police had recently informed the RPAC that since Covid, more than 30% of their time was taken up with home violence and 20% on mental health issues, therefore, there was little time for patrolling.

The Chairperson thanked the RPAC for their work and the presentation.

##### 4.2 **Oxford Promotions Association (OPAC) – Peter Reilly**

P Reilly provided an overview of the previous year's events and achievements, which included a Mother's Day Colouring Competition, Oxford Winter Lights Competition, Great Oxford Garage Sale Trail and a Mix and Mingle function. In addition, work on the Water Tower Trail, the Oxford Public Toilets Mural and planning for Matariki 2023 was ongoing.

Councillor Doody congratulated OPAC for their dedication and work, making Oxford a special place to live and work.

Councillor Williams enquired what the Water Tower Trail involved, and P Reilly explained that the initiative was inspired by a popular trail in Melbourne, Australia, which featured painted silos in the area. OPAC had decided to try and start the same idea using water tanks in the Oxford area. So far, they were working on the first tank and hoped that others would follow the trend once they saw the impact and understood the context of the initiative.

Mayor Gordon noted that Councillors Doody, Mealings and himself had judged the Winter Lights Competition and were amazed at the high standard achieved. He also congratulated OPAC for its positivity and enthusiasm when



engaging with the community and revamping its Webpage. Mayor Gordon also made a special mention of Councillor Doody's contribution over the years.

The Chairperson thanked P Reilly for his work and the presentation.

## 5 **REPORTS**

### 5.1 **Enterprise North Canterbury Approved Statement of Intent beginning 1 July 2022; Updated Enterprise North Canterbury Business Plan and Budget 2022/23; and Promotion of Waimakariri District Plan – J Millward (Acting Chief Executive)**

H Warwick, Chief Executive of Enterprise North Canterbury (ENC) led the presentation on the work achieved during the previous financial year, noting that business confidence was higher in the Waimakariri District at 4% than anywhere else in New Zealand which was at -33%. With ENC's intervention 25 new business were launched and two business retained.

H Warwick reported that key projects being worked on in the next six months included the Pegasus Bay Trail (previously known as the Wheel to Waipara Trail), assisting with the establishment of the WHoW Aquasports Park and an initiative to assist in attracting staff for businesses in the District. There was also an update on Visit Waimakariri, which would be promoting the projects being undertaken.

Councillor Atkinson questioned why the focus was on cycling, as more people were currently walking the trails. H Warwick pointed out that by providing and promoting a multi-day cycle trail, they could access funding more easily and that it was possible for walkers to use the tracks as well. Councillor Atkinson was concerned that catering exclusively to cycling would exclude the walkers, and he would have preferred a shared facility being developed.

Councillor Atkinson also enquired if data could be provided on why the District's business confidence figure was so much higher than the rest of the country. M Dalton believed that New Zealand's business confidence may be due to its isolation. The Waimakariri District's positive business confidence figure could be due to the perception of the District and also the Canterbury region being more resilient, having already survived the earthquakes.

Councillor Atkinson wondered if the Waimakariri District's diversity may have also played a part and requested any data on the role of diversity in Waimakariri's success.

Councillor Ward noted that many people that travelled around New Zealand in motor homes often used bikes to explore the areas they visited. She enquired if ENC were working with the New Zealand Motor Caravan Association to promote camping areas and places to stay in the District. H Warwick confirmed they had been in contact with the Association, and the Association kept their members well informed on good areas to visit and where to stay.

Councillor Williams noted the proposed Economic Hub in Hurunui, which was planned to run on methane gas from Kate Valley, and asked if there was sufficient gas for this initiative and was assured that there was more than enough gas.

Moved: Mayor Gordon

Seconded: Councillor Williams

**THAT** the Audit and Risk Committee:

- (a) **Receives** report No 220629110229.
- (b) **Approves** Enterprise North Canterbury's Statement of Intent 2022/23, Enterprise North Canterbury's Approved Business Plan and Budget 2022/23, and Enterprise North Canterbury's Promotion of Waimakariri Plan.
- (c) **Circulates** the report to the Community Boards for information.
- (d) **Thanked** Enterprise North Canterbury Trustees and staff for their efforts.

**CARRIED**

Mayor Gordon thanked H Warwick and her team for the work being done and was pleased with the progress of the Multi-day Cycling Project. He noted that people visited the Waimakariri District because of the lifestyle and encouraged collaboration between ENC and the various Promotion Associations.

Councillor Williams encouraged further work on keeping cycling trails off roads to ensure the safety of cyclists and motorists.

Councillor Ward thanked ENC for their dedication and for securing other funding instead of relying on the Council for all its needs.

Councillor Barnett supported the cycle initiative, however, she believed that more should be done to attract older, less physical active visitors to the District and urged ENC to expand their attractions to include this demographic.

Councillor Atkinson noted his support for the work being done, however, he raised a concern that the reports coming to meetings still were not including information on effects on the Rūnanga and requested that this be addressed in future reports.

Mayor Gordon agreed with Councillor Atkinson regarding the inclusion of effects on the Rūnanga, noting that the Kaiapoi Pa was a significant attraction which could be included in any trails and would be of interest to the Rūnanga. He also pointed out that the Kaiapoi Art Expo and the Fire and Ice Festival, which were held the previous weekend, had Kaiapoi busy with over 5,000 people attending the events, and most of those had been from out of town.

*With the permission of the Committee Item 5.4 was considered at this time, however the minutes follow the order of the agenda.*

5.2 **Annual Report and audited accounts for Enterprise North Canterbury for the year ending 30 June 2021 – J Millward (Acting Chief Executive)**

Moved: Councillor Williams

Seconded: Councillor Atkinson

**THAT** the Audit and Risk Committee:

- (a) **Receives** Report No. 220603094494.

- (b) **Receives** the Annual Report to 30 June 2021 and related audited accounts.
- (c) **Circulates** the report to the Community Boards for information.

**CARRIED**

5.3 **Annual Report for Te Kōhaka o Tūhaitara Trust for the year ended 30 June 2021 - J Millward (Acting Chief Executive)**

Moved: Councillor Barnett

Seconded: Councillor Atkinson

**THAT** the Audit and Risk Committee:

- (a) **Receives** report N° 220622107161.
- (b) **Receives** the Audited Annual Report for Te Kōhaka o Tūhaitara Trust for the year ended 30 June 2021.
- (c) **Acknowledges** the work carried out by the Trust and thanks the Trustees, General Manager and staff for their efforts.
- (d) **Circulates** the report to the Community Boards for information.

**CARRIED**

5.4 **Reporting on LGOIMA Requests for the period 1 May to 30 June 2021 – T Kunkel (Governance Team Leader)**

Moved: Councillor Atkinson

Seconded: Councillor Williams

**THAT** the Audit and Risk Committee:

- (a) **Receives** Report No. 220706115023 for information.
- (b) **Notes** that the Council responded to 19 official requests of information from 1 May to 30 June 2022, which was two less than the 21 official requests responded to in the same period in 2021.

**CARRIED**

5.5 **Audit New Zealand Audit Plan for the year ended 30 June 2022 – J Millward (Acting Chief Executive)**

Y Yang, Auditor Audit New Zealand, was in attendance to speak to Audit New Zealand's Plan for the year ended 30 June 2022. She highlighted the focus areas: Assets carried at revalued amounts, Three Waters Reform, Completeness of vested assets and the risk of management override of internal controls. She also noted that due to severe staff shortages, the provisional timetable may need to be amended, however, Audit New Zealand would confirm closer to the time.

Councillor Atkinson enquired if the revaluation of Te Kohaka Trust lands would present a high risk in the future and was told that no further assessment would be required.

Moved: Councillor Barnett

Seconded: Councillor Atkinson

**THAT** the Audit and Risk Committee:

- (a) **Receives** report N° 220705114105.
- (b) **Agrees** to the audit plan for the year ended 30 June 2022, as provided by Audit New Zealand.

**CARRIED**

Councillor Barnett thanked Audit New Zealand for a succinct report.

## **6 PORTFOLIO UPDATES**

### **6.1 Audit, Risk, Long Term Plan and Excellence Programme – Councillor Joan Ward**

- Audit New Zealand report was now adopted.
- Update on Working Group reviewing process for Annual Plan engagement.

### **6.2 Customer Service – Councillor Kirstyn Barnett**

- The Council was busy with dog registrations and investigation on the possibility of multi-year registration tags in the future.
- Rates have been dispatched, and rates rebate numbers were increasing.
- The wet weather earlier in the week meant an increase in calls, and Customer Service staff stayed late to ensure these were managed appropriately.
- LIM numbers were down for June 2022 and were at the lowest since 2010. Staff were being redeployed into areas that had high volumes of work.
- Rate arrears were down from previous years.

### **6.3 Communications – Councillor Neville Atkinson**

- The Communications Team managed 42 news reports, and 87 enquiries relating to the reports were responded to since the last update.
- Updates had been issued on roading queries and road closures after the wet weather earlier in the week.

J Millward noted that there had been a slight disconnect between 'business as usual' and Council's response to the flooding of roads and road closures. However, a debrief was held, and procedures were implemented to mitigate delays in similar future instances.

## **7 QUESTIONS**

Nil.

## **8 URGENT GENERAL BUSINESS**

Nil.

## 9 **MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

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

Moved: Councillor Barnett                      Seconded: Councillor Atkinson

**THAT** the public be excluded from the following parts of the proceedings of this meeting.

The general subject of the each matter to be considered while the public was 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, were as follows:

Item No	Minutes/Report of	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
9.1	Minutes of public excluded portion of Audit and Risk Committee meeting of 17 May 2022.	Confirmation of minutes	Good reason to withhold exists under Section 7	Section 48(1)(a)
<b>REPORTS</b>				
9.2	Report of A Keiller (Chief Information Officer) and A Ismail (Cyber Security Administrator)	Cyber Security – Status Report	Good reason to withhold exists under Section 7	Section 48(1)(a)
9.3	S Nation (Quality and Risk Co-ordinator)	Risk Management Update and Risk Management Policy		

This resolution is made in reliance on section 48(1)(a) 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 which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Item No	Reason for protection of interests	LGOIMA Part 1, Section 7
9.1 – 9.3	To carry out commercial activities without prejudice; Enable Council to continue with (commercial) negotiation without prejudice or disadvantage	Section 7 2(b)ii Section 7 2(i)

**CARRIED**

### **CLOSED MEETING**

*The public excluded portion of the meeting commenced at 11.11am and concluded at 11.31am.*

**Resolution to resume in open meeting**

Moved: Councillor Atkinson      Seconded: Councillor Williams

9.1 **Confirmation of Minutes of the public excluded portion of the Audit and Risk Committee Meeting 17 May 2022**

**Resolves** that the Minutes remain public excluded.

9.2 **Cyber Security – Status Report – A Keiller (Chief Information Officer) and A Ismail (Cyber Security Administrator)**

**Resolves** that the resolutions be made public and that the contents of the report and discussion remain public excluded due to commercial sensitivities.

9.3 **Risk Management Update and Risk Management Policy – S Nation (Quality and Risk Co-ordinator)**

**Resolves** that the resolutions be made public and that the contents of the report and discussion remain public excluded due to commercial sensitivities.

**NEXT MEETING**

The next meeting of the Audit and Risk Committee is scheduled for 9am, Tuesday 23 August 2022.

THERE BEING NO FURTHER BUSINESS THE MEETING CONCLUDED AT 11.31am.

**CONFIRMED**

\_\_\_\_\_  
Councillor J Ward  
Chairperson

\_\_\_\_\_  
Date

**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 JUNE 2022 AT 5PM.**

**PRESENT**

J Watson (Chairperson), J Meyer (Deputy Chairperson), N Atkinson and B Cairns.

**IN ATTENDANCE**

Mayor D Gordon, Councillor P Redmond (Kaiapoi-Woodend Ward Councillor).

J Millward (General Manager Finance and Business Support), S Markham (Manager Strategic Projects), S Nichols (Governance Manager), K Simpson (Three Waters Manager), R Kerr (Delivery Manager – Stimulus and Shovel Ready), K Straw (Civil Projects Team Leader), T Stableford (Landscape Architect), M McGregor (Senior Advisor Community and Recreation) and C Fowler-Jenkins (Governance Support Officer).

There were eight members of the public present.

**1 APOLOGIES**

Moved: J Watson

Seconded: B Cairns

**THAT** apologies for absence be received and sustained from A Blackie and S Stewart.

**CARRIED**

**2 CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of the Kaiapoi-Tuahwi Community Board – 16 May 2022**

Moved: J Meyer

Seconded: N Atkinson

**THAT** the Kaiapoi-Tuahwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahwi Community Board meeting, held 16 May 2022, as a true and accurate record.

**CARRIED**

**3.2 Matters Arising**

Nil.

**4 DEPUTATIONS AND PRESENTATIONS**

**4.1 Kaiapoi Croquet Club – Brian White**

B White thanked the Board for the opportunity to update them on the Kaiapoi Croquet Club's (the Club) position on the proposed new club facilities. He advised that the Club's Management Committee met on Saturday, 9 April 2022 to consider the Draft Trust Deed for the proposed Community Hub (the Hub). The Club's attitude about the Hub concept had been one of keeping an

open mind and seeing how things develop. However, over time, there had been an increase in disquiet. It was now the view of the Club that the disadvantages of relocating to the Hub outweighed the advantages. The proposed arrangements for the Hub added layers of cost and bureaucracy, and the Club would lose its autonomy. For this reason, the Club would not be signing the Trust Deed and would no longer participate in the formation of the Hub.

B White noted that the Club's consideration of relocating to the Hub in 2020 was based on the new site on the northern side of Charters Street. However, things changed in 2021 when the Hub was reduced to an area on the southern side of Charters Street. The Council's engineers, Tonkin and Taylor's Geotechnical Desktop Assessment of April 2021, showed that the land on the south side of Charters Street would be unsuitable to the Club's needs. Lawns were the most important asset for the Club, and land quality was, therefore, the main factor in the Club's decision to withdraw from further participation in the Hub. The Club believed there was no point in relocating unless it ended up with a "fit-for-purpose" facility. Committee members, therefore, joined Council staff on a tour of four prospective alternative sites in Kaiapoi - Ryder Park, Kaiapoi Domain, Wylie Park and Hinemoa Park. The Kaiapoi Domain potentially had the least challenges, and Ryder Park had considerable potential. Also discussed were Norman Kirk Park, which had received extensive upgrading, the Club's last new destination, Corner Courtenay and Charters, and the Community Hub. B White proceeded by elaborating on the identified challenges of each prospective site.

P Redmond questioned the Club's current number of members, and B White confirmed that the Club had about thirty members. Furthermore, P Redmond asked if the Club were still using their present site. B White explained that they were, however, the land had dropped half a meter since the 2011 earthquakes. In 2021 the site flooded four or five times due to the spring tides and heavy rain; nevertheless, the lawns survived as the area was free draining. It was, however, impossible to maintain straight and true lawns.

N Atkinson asked if the Club knew that Norman Kirk Park was reengineered ground from the earthquakes. B White confirmed that the Council had advised the Club that some competing interests existed. The Club was concerned about the site being only three meters above sea level and would much rather relocate the domain.

J Watson noted that the Board had been very enthusiastic about having the Club at the Community Hub, so they were slightly disappointed. She thought the benefits of relocating the Community Hub were more significant than being located somewhere else due to the landscaping, the parking, and the ambience. However, B White responded that this was not a high priority for the Club as their primary concern was the suitability of the land.

J Meyer commented that he had lived in Kaiapoi for a long time, noting that many groups and organisations had requested that the Kaiapoi Domain be earmarked for their use. He would be very surprised if any organisation would be allowed to enclose the domain, which was considered a treasure of Kaiapoi.

## **5 ADJOURNED BUSINESS**

Nil.



## 6 **REPORTS**

### 6.1 **General Landscaping Budget, Project Updates – T Stableford (Landscape Architect)**

T Stableford updated the Board on the status of the projects which had been allocated funded from the 2021/22 General Landscaping budget. She noted that \$25,000 had been allocated to the Tuahiwi Reserve Development in November 2020. The Council had been attempting to secure input from the Rūnanga on the proposed project, however, to date, no response had been received. It was therefore recommended that the funding be carried forward to the 2022/23 financial year and that the Board consider reallocating the funds towards another project. If the Rūnanga chose to respond later, the project could be reassessed.

The Board had also allocated \$7,700 towards the landscaping of Patchina's Walkway. However, due to increased costs, the concept plan had become too expensive to implement, especially as the project was only for the temporary beautification of a space, which could be utilised for other purposes in the near future. Consequently, Council staff suggested allocating the funds to a community organisation such as GapFiller to beautify this space.

T Stableford noted that the Town Entrance Projects were still progressing and that \$45,000 would be carried forward into the 2022/23 financial year. In addition, it was anticipated that the concept plans for the first two entrances, Williams Street and Main North Road, would be presented to the Board later in the year. She also noted that the Board had allocated \$10,000 to install the Raymond Herber sculpture, and work on securing a location was progressing.

The Board had allocated \$3,200 towards seats and planting along the Passchendaele Cycle and Walk Way. Currently five seats had been installed and staff were working with the RSA to determine what planting would be required.

J Watson enquired if the community groups such as Greening the Rubble still exist and if they would be prepared to assist the Council with a project. T Stableford believed there were similar groups still running, however, the Board would have to indicate if this were an option they would support before doing further research on an appropriate organisation.

J Watson asked if it would be possible to cover the area with crusher dust, which would be a cheaper option and would tidy the area. This was a significant site in the centre of town and was utilised constantly by the public, and currently, it looked very shabby and untidy. T Stableford noted she had reduced the scope for what would be achievable within the budget, making the space neater.

N Atkinson enquired if staff thought it advisable to present the Tuahiwi Reserve Development to the Mahi Tahī Joint Development Committee to determine whether this project was still viable. T Stableford confirmed that this could be a way forward.

B Cairns asked if any data on the number of pedestrians that used Patchina's Walkway was available. He questioned the term 'temporary' as he believed that access from the main street of Kaiapoi to the car park would be an excellent long-term resource. He suggested that this should be a permanent area which could be landscaped. B Cairns enquired if the Menz Shed had been approached to assist with the project and if any shortfall in funding could be sourced from Rata or the Lions Club to make this a feature and a green space on the main road. T Stableford stated that the Council had not done a

study on pedestrian numbers, and the temporary approach had been based on the understanding that the Council's Business Development Unit were aware of possible future development causing uncertainty about the site. She noted that the Menz Shed was a good suggestion and that she could contact them if the Board were in support.

B Cairns further noted that the Tuahiwi School had approached him to assist with establishing a food forest in the area. Accordingly, he enquired if a mini food forest could be included in the Tuahiwi project.

Moved: N Atkinson

Seconded: B Cairns

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 220609098130.
- (b) **Notes** that Council staff would work with the RSA and the Passchendaele Advisory Group to implement planting behind the installed seats along the Passchendaele Pathway within the \$3,200 budget approved by the Board.
- (c) **Notes** that a report would be brought to the Board with a location for the Raymond Herber 'Wind Swept Tree' after meeting with the Waimakariri Public Arts Trust.
- (d) **Notes** that a report would be brought with draft concept plans and cost estimates for the Williams Street and Main North Road town entrances to the Board for approval in the 2022/23 financial year.
- (e) **Approves** that the funding of \$7,700 previously allocated for the Patchina's Walkway Project be made available to an existing external organisation to develop this space. Greenspace staff would identify the best suited organisation based on capacity and expertise.
- (f) **Rescinds** its decision of 16 November 2020 to allocate \$25,000 towards landscaping at the Tuahiwi Reserve with the view of reallocation if required at a later date.
- (g) **Approves** the Tuahiwi Reserve Project being put on hold and referred to the Council's Mahi Tahī Joint Development Committee for input and/or feedback. Noting that the previously allocated \$25,000 would be returned to the General Landscaping Budget for allocation towards future projects.
- (h) **Notes** that should the Rūnanga wish and capacity becomes available to initiate the Tuahiwi Reserve Project in the future, Council staff would work with the Rūnanga to scope the project and bring a clear estimate of cost to the Board for budget consideration at that point.
- (i) **Notes** the recommendations within this report support Greenspace to achieve community outcomes within the following areas of wellbeing; Sustainable Development Goals, Social Wellbeing, Economic Wellbeing, Environmental Wellbeing and Cultural Wellbeing.

**CARRIED**

N Atkinson noted that these were all good projects that were all still relevant, however, it was imperative to ensure that the projects be completed.

B Cairns commented that some of these projects had not been long outstanding, and he would like to see them completed, particularly the Patchina's Walkway, which was an eye sore in the centre of town. However, he believed this should not be considered a temporary project but rather as access from the car parking area to the town centre.

J Watson agreed that Patchina's Walkway needed to be completed, as it was an eye sore in the town. However, she did not believe this would be a permanent open space, nevertheless supported it being tidied up, even if that was just crusher dust.

6.2 **Proposed Roding Capital Works Programme for 2022/23 – J McBride (Roding and Transport Manager)**

K Straw spoke to the report, which invited feedback on the proposed 2022/23 Roding Capital Works Programme. A general allocation of the budget was provided in the Council's 2021/31 Long Term Plan (LTP). The programme was for kerb and channel renewal, footpath renewal, minor improvements and new footpaths. The programmes were developed taking into account several factors, including condition rating, service requests and road safety audits from a prioritised database. Also, co-funding requirements under Waka Kotahi needed to be met. The new footpath programme did not receive Waka Kotahi funding.

N Atkinson noted that Kāinga Ora was due to start construction on houses in Princess Place, and the increase in people would require road crossings and entrances. He inquired if the Council were working on a coordinated programme to mitigate disruption in the area while construction occurred. K Straw undertook to investigate this matter further and report back to the Board.

N Atkinson also mentioned that stormwater projects were currently being undertaken in Otaki Street and asked if the projects would be coordinated with the work at Princess Place. K Straw noted he was unaware of the scope of the projects, however, he would follow up with relevant staff.

J Meyer questioned if any consideration had been given to installing bike stands in the town centre as part of the public transport infrastructure. K Straw confirmed that currently, no provision had been made for bike stands. However, staff working on the infrastructure project would investigate the possibility of providing any additional infrastructure other than bus shelters.

Moved: J Watson

Seconded: J Meyer

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 220601092942.
- (b) **Notes** that feedback was be provided on the Draft Programme to the Roding and Transport Manager at the Board meeting.

**CARRIED**

6.3 **Appointment of Kaiapoi-Tuahiwi Community Board members – S Nichols (Governance Manager)**

S Nichols was present during the consideration of the report, which was taken as read.

There were no questions by elected members.

Moved: J Meyer

Seconded: B Cairns

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 220530091245.
- (b) **Resolves**, pursuant to section 117(3)(b) of the Local Electoral Act 2001, to leave the extraordinary vacancies created by the resignation of M Pinkham and the death of C Greengrass unfilled for the remainder of the 2019-22 Local Body Triennium.
- (c) **Requests** that the Chief Executive give public notice of this decision.

**CARRIED**

6.4 **Application to the Kaiapoi-Tuahiwi Community Board's 2021/22 Discretionary Grant Fund – K Rabe (Governance Advisor)**

J Watson noted that this was the Board's last opportunity to allocate funding from the 2021/22 Discretionary Grant Fund. S Nichols explained that if the Board granted the two applications currently before them, they would have a balance of \$2,127 left. The Board could decide to leave the fund balance in the hope that the Council rolled the funding over to the next financial year. However, there was no guarantee this would occur, which could mean the funds would be lost to the Board. The other option was for the Board to allocate the balance of the funds to groups who had requested funding during the 2021/22 financial year, giving them each an equal share or donating the remaining funding to one or two particular projects or groups.

N Atkinson enquired how the process would work if the Board divided the fund balance between groups who had already furnished Accountability Forms and how they would provide accountability on the funding they had not requested. S Nichols reported that previously the Kaiapoi-Tuahiwi Community Board had chosen to donate money to groups that were always in need of funding. As it were donations, the groups would not be required to submit Accountability Forms.

P Redmond sought further clarification regarding the remaining balance, which was generally carried over into the next financial year. S Nichols explained that the decision to carry over the funding would be taken by the Council when approving the 2022/23 Annual Plan.

S Nichols noted that the Good Night Sleep Tight Trust had also requested funding from the Woodend-Sefton Community Board, who had granted the Trust \$500. However, the original application had come to the Kaiapoi-Tuahiwi Community Board and been referred to the Woodend-Sefton Board by staff to cover the whole ward area.

B Cairns asked if it was correct that 25% of the winter night packs went to families residing in Kaiapoi. S Nichols noted that Council staff had based the information on the application received.

P Redmond noted that in terms of the Discretionary Grant Fund criteria, funding should be limited to projects within the Board area or primarily benefiting the area's residents. He was not convinced that the application from Good Night Sleep Tight met the criteria.

Moved: N Atkinson                      Seconded: J Meyer

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 220519080763.
- (b) **Declines** the application from the Good Night Sleep Tight Charitable Trust.
- (c) **Approves** a grant of \$500 to the Allstars Marching Teams towards the cost of hosting a training camp.

**CARRIED**

N Atkinson noted that he did not believe the Board had sufficient information on the application from the Good Night Sleep Tight Charitable Trust, and he, therefore, could not support the application. The application showed no evidence that the Trust had delivered any packs to families in the Kaiapoi area. He noted that he would be happy to reconsider the application if the relevant information was provided and would like the application resubmitted. N Atkinson agreed that most of the All Stars Marching team was from Kaiapoi and understood that it had originated in Kaiapoi and had been active for many years. He preferred the Board to risk losing the balance of the 2021/22 Discretionary Grant Funding rather than allocating it to organisations and groups that had not applied.

J Watson commented that to her knowledge, the Good Night Sleep Tight Charitable Trust worked through social agencies that covered the whole of Canterbury.

In his right of reply, N Atkinson did not consider requesting further information from the Trust was unreasonable. The Board needed to ensure that any funding being provided would benefit their community.

## **7    CORRESPONDENCE**

Nil.

## **8    CHAIRPERSON'S REPORT**

### **8.1    Chairperson's Report for May 2022**

- Kairaki and Pines Beach Residents Association update.
- Attended the Community Service Awards.
- Attended the Huria Reserve Opening Day, which was a successful event.
- Attended a meeting of the Kaiapoi Marine Precinct Advisory Group.
- Attended All Boards Briefing.

- Attended the opening of Link Road, Silverstream.
- Attended the Waimakariri Public Arts Trust Meeting.
- Met with Martin McGregor regarding the Croquet Club.

Moved: J Watson

Seconded: J Meyer

**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 Oxford-Ohoka Community Board Meeting Minutes 4 May 2022
- 9.2 Rangiora-Ashley Community Board Meeting Minutes 11 May 2022
- 9.3 Woodend-Sefton Community Board Meeting Minutes 9 May 2022
- 9.4 Roading Service Requests and Flood Budget – Report to Council Meeting 3 May 2022 – Circulates to all Boards.
- 9.5 Health Safety and Wellbeing Report May 2022 – Report to Council Meeting 3 May 2022 – Circulates to all Boards.
- 9.6 May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – Report to Utilities and Roding Committee Meeting 17 May 2022 – Circulates to all Boards.
- 9.7 Zone Implementation Programme Addendum Capital Works Programme – 2022/23 – Report to Land and Water Committee Meeting 17 May 2022 – Circulates to all Boards.
- 9.8 Water Supply Utilities and Roding Staff Submission to Draft Annual Plan – Report to Council 24 May 2022 – Circulates to all Boards.
- 9.9 Drainage – Utilities and Roding Department Staff Submission to the Draft Annual Plan – Report to Council 24 May 2022 – Circulates to all Boards.
- 9.10 Wastewater – Utilities and Roding Department Staff Submission to the Draft 2022-23 Annual Plan– Report to Council 24 May 2022 – Circulates to all Boards.
- 9.11 Roding Staff Submission May 2022 - Request changes to the Roding Capital Works Budget– Report to Council 24 May 2022 – Circulates to all Boards.
- 9.12 Notification of Private Plan Change 31 – Rolleston Industrial Developments Ltd– Report to Council 31 May 2022 – Circulates to all Boards.
- 9.13 2021 Beach User Survey – Northern Pegasus Bay Bylaw – Report to Community and Recreation Committee 31 May 2022 – Circulates to all Woodend-Sefton Community Board and Kaiapoi-Tuahiwi Community Board.
- 9.14 Library Update to May 6th, 2022 – Report to Community and Recreation Committee 31 May 2022 – Circulates to all Boards.

## **PUBLIC EXCLUDED REPORTS**

- 9.15 Huria Reserve Heritage & Mahinga Kai Contract Stage One Pathways – Tender Process Approval – Report to Council Meeting 3 May 2022 – Circulates to the Kaiapoi-Tuahiwi Community Board.

Moved: J Meyer

Seconded: J Watson

**THAT** the Kaiapoi-Tuahiwi Community Board

- (a) **Receives** the information in Items 9.1 to 9.14.
- (b) **Receives** the public excluded information in Item 9.15, which would remain in public excluded and which was circulated separately.

**CARRIED**

## **10 MEMBERS' INFORMATION EXCHANGE**

### **N Atkinson**

- Attended many meetings and it was great to be back out in the community.
- Attended a meeting of Rural and Provincial in Wellington regarding the Three Waters reform and other matters that involved Local Government New Zealand (LGNZ). They had a discussion on different ways of accomplice things and how they could get LGNZ in a much better state. Heard from Minister of Local Government, N Mahuta that the Government was proceeding on its current course, and the first Bill was being read in Parliament. The major issue for Local Government was the speed and amount of reform that was expected while continuing to deal with business as usual. Serving on a Council was an extremely difficult job given that Councillors were not full time and most had other jobs/careers. The next three years would be very difficult.

### **J Meyer**

- Attended Courtenay Drive Planting day which was successful.
- Noticed that there were a number of cyclist coming into Kaiapoi.
- Provided an update on the Darnley Club.

### **P Redmond**

- Attended a Creative Communities Waimakariri sponsored an event down by the River in May 2022 and another in Trousselot Park that was moved to St Bartholomeus.
- Attended the Kaiapoi Historical Society Annual General meeting.
- Attended the Fee Waiver Sub Committee meeting which granted \$18,000. He explained that community groups had a special rate and that the waiver was on top of that.
- The Water Services Bill – the Council had resolved to make a submission to the Select Committee and LGNZ, provided that a legal opinion was obtained to determine whether or not it would be appropriate for the Council to submit.
- The Councils Building Unit was still under pressure but was coping reasonably well compared to neighboring Councils.
- Compliance – there had been some complaints regarding heat pump noise, however, it was found that most of the complaints did not breach the District Plan standards and the odd faulty heat pump had been replaced.
- Civil Defence Team were proposing to compile four emergency hubs in the district to be possibly extended if required depending on the response and were

now working closely with North Canterbury Neighborhood Support. A Lander started in February 2022 as the educator working with Primary Schools. The Civil Defence Cadets were up and running again with sixteen cadets remaining after Covid. The Council's new Civil Defence Officer was keen to oversee the Cadet Programme and volunteers were required to replace two Council staff who previously volunteered to assist with the Cadet Programme.

### **B Cairns**

- North Canterbury Neighborhood Support (NCNS):
  - A large number of people were signing up to Getsready App every week.
  - Attended a Beachgrove 'Welcome to the Community' get together.
  - The NCNS website ([www.NCNS.org.nz](http://www.NCNS.org.nz)) had been updated with useful links and tips to keep yourself and neighborhood safe.
  - Thanked to W Howe from the Council's Community Team, for upskilling the NCNS' governance team with workshops.
- Food Forest – Update.
  - Entrance Poū were installed on Oram Place.
  - The Mushroom Growing Workshop was a great success with many people attending.
  - Multiple groups visited the Food Forest, mainly from Christchurch.
  - Preparation was going well for Celebrating Matariki, Kaiapoi Promotions Association were promoting both Kaiapoi events on the radio.
- Food Secure North Canterbury had noted a growing need for food in the community.
- All Together Kaiapoi – Planning for Matariki event.
- Road opening – connecting Silverstream.
- Chris Greengrass' funeral.
- Free music event at Trousselot Park – small enthusiastic number attended.
- Mahinga Kai planting day.
- Attended Walking and Cycling Network Plan drop-ins at the library and there was a good turnout, good questions and feedback.
- Attended All Boards briefing.
- Residents – concern about vehicle damage to Corcoran Reserve and with 4WDs accessing the strip of land adjacent to the stopbank and behind Placemakers. It was accessed from behind the Borough School.
- Attended the Historical Society Annual General Meeting.

## **11 CONSULTATION PROJECTS**

### **11.1 Waikuku Beach Reserves Spatial Plan**

<https://letstalk.waimakariri.govt.nz/let-s-talk-waikuku-beach-reserves-spatial-plan>

Consultation closed on Sunday 26 June 2022.

### **11.2 Walking and Cycling Network Plan**

<https://letstalk.waimakariri.govt.nz/walking-and-cycling-network-plan>

Consultation closed on Thursday 30 June 2022.



11.3 **Gambling**

<https://letstalk.waimakariri.govt.nz/gambling>  
 Consultation closed on Monday 11 July 2022.

The Board noted the consultation projects.

12 **REGENERATION PROJECTS**

12.1 **Town Centre, Kaiapoi**

Updates on the Kaiapoi Town Centre projects are emailed regularly to Board members. These updates can be accessed using the link below:  
<http://www.waimakariri.govt.nz/your-council/district-development/kaiapoi-town-centre>.

The Board noted the regeneration projects.

13 **BOARD FUNDING UPDATE**

13.1 **Board Discretionary Grant**

Balance as at 31 May 2022: \$3,127.

13.2 **General Landscaping Budget**

Balance as at 31 May 2022: \$25,430.

The Board noted the 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 Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 18 July 2022 at 5pm.

THERE BEING NO FURTHER BUSINESS THE MEETING CONCLUDED AT 6.24pm.

**CONFIRMED**

---

Chairperson

\_\_\_\_\_  
Date

**Workshop** (6:25pm to 6:34pm)

- *Chris Greengrass Memorial Grant – Grant Macleod (Community Greenspace Manager)*

**Briefing** (6:35pm to 7:34pm)

- *Whow – MOU an Next Steps – Simon Markham (Manager Strategic Projects)*
- *Flooding and Stormwater Update – Rob Kerr (Delivery Manager – Stimulus and Shovel Ready ) and Kalley Simpson (3 Waters Manager)*
- *Members Forum*

**MINUTES FOR THE MEETING OF THE OXFORD-OHOKA COMMUNITY BOARD HELD IN THE OXFORD TOWN HALL, OXFORD, ON WEDNESDAY 6 JULY 2022 AT 7PM.**

**PRESENT**

D Nicholl (Chairperson), T Robson (Deputy Chairperson), S Barkle, S Farrell, R Harpur and N Mealings.

**IN ATTENDANCE**

T Tierney (General Manager Planning, Regulation and Environment), T Kunkel (Governance Team Leader) and C Fowler-Jenkins (Governance Support Officer).

There were six members of the public present.

**1. APOLOGIES**

Moved: N Mealings

Seconded: R Harpur

**THAT** apologies for absence be received and sustained from M Brown and W Doody.

**CARRIED**

**2. PUBLIC FORUM**

**2.1. Dorothy Scott**

D Scott noted that she had sent a letter to the Oxford-Ohoka Community Board and the Mayor and wanted to provide the Board with some background on the matter. She explained that the letter had been sent after years of trying to resolve her problem. She had spoken with M Ball (Council's Solid Waste Officer) in 2015 about the things happening on the right of way, which was getting worse. In July 2020, she spoke with D Lewis (Council's Land Drainage Engineer), who sent her an email that she considered not factual, and she had now read some of the legislation mentioned and knew that the email was inaccurate. She had received several similar emails from the Council and felt that Council staff held the community in content.

D Scott, therefore, did not want to deal with the Council anymore, but she wanted the issue resolved. So she employed a lawyer that had advised that Environment Canterbury and the Waimakariri District Council must have a Drainage Plan for the site. The Drainage Plan should not allow three neighbours to channel their stormwater down her property.

D Scott noted that she had written to the Council again in September 2020, after which P Jones (Council's Senior Building Inspector) came to her property. The Council got a contractor to clean out the swale, however, taking into account the size of the building, a swale was insufficient to take the water away.

She was unsure if the Council was aware that a big soak pit had been dug where the water went underground, and she could see where it came up again and poured around her house and down her paddocks. D Scott tested the water on a day it had rained and found it had 24,000 E.coli per 100 millilitres of water, which was flowing into the creek, and the Council and Environment Canterbury did not seem to care.

D Scott was at the stage where she had two problems, and one could be solved by diverting the water into the creek. However, she had children and

grandchildren, and she wanted them to have the same water quality that she had, but quite frankly, the Council was abysmal at keeping water clean. D Scott stated that she saw no alternative to notifying the community via social media of the issues and the Council's seeming lack of concern.

D Nichol noted that he had spoken with D Lewis and said that Council staff were working on the issue. He indicated that he would discuss the problem with the Council's Drainage staff. D Scott stated that she had also spoken with Environment Canterbury, and this was a huge job.

N Mealings commented that she was sorry that this had happened to D Scott. She noted that she had forwarded the letter from D Scott to K Simpson, and he said that he had not seen the letter but had endeavoured to look into the issue.

### 3. **CONFLICTS OF INTEREST**

There were no conflicts declared.

### 4. **CONFIRMATION OF MINUTES**

#### 4.1. **Minutes of the Oxford-Ohoka Community Board – 8 June 2022**

Moved: S Farrell

Seconded: T Robson

**THAT** the Oxford-Ohoka Community Board:

- (a) **Confirms** the circulated Minutes of the Oxford-Ohoka Community Board meeting, held on 8 June 2022, as a true and accurate record.

**CARRIED**

#### 4.2. **Matters Arising**

S Farrell requested an update on the matter raised by A Dion at the previous Board meeting about the Council's membership of Local Government New Zealand. T Tierney advised that other interested parties also raised the issue at the Council meeting held on 5 July 2022. Therefore, the Mayor has undertaken to draft an official response on the Council's position that would be forwarded to the Board for information.

T Robson commented that there was information that the Board requested at previous meetings that were still outstanding. T Kunkel noted that the Governance Team was tracking and following up on the outstanding Board requests and would resubmit the long outstanding requests to the responsible Managers. She confirmed that the Cust refuse site would remain permanently, and the EV charging stations in Oxford were expected to be installed within the next few months. However, the installation had been delayed due to the renegotiation of the EV charging stations location. Regarding the Mandeville stockpile, the Council had received the technical report, which it was working through.

5. **DEPUTATIONS AND PRESENTATIONS**

Nil.

6. **ADJOURNED BUSINESS**

Nil.

7. **REPORTS**

7.1. **Oxford-Ohoka Community Board's 2022/23 Discretionary Grant Fund and 2022/23 General Landscaping Budget– T Kunkel (Governance Team Leader)**

T Kunkel spoke to the report noting that the information was submitted to the Board annually at the start of each financial year to highlight the Board's allocation for its General Landscaping Budget and Discretionary Grant Fund.

T Robson questioned if the new Board would have the opportunity to change the Discretionary Grant criteria after the local government elections. T Kunkel explained that they would have the opportunity to review the criteria if requested.

Moved: T Robson

Seconded: N Mealings

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** Report No. 220622106473.
- (b) **Notes** that the Board's General Landscaping Budget allocated by the Council for 2022/23 is \$13,090, with a carry forward for 2022/23 still to be determined due to outstanding invoices being processed.
- (c) **Notes** that the Board's Discretionary Grant Funding allocated by the Council for 2022/23 was \$5,990 and that an amount of \$549 was carried forward from the 2021/22 budget. Thereby bringing the Discretionary Grant Fund to a total of \$6,539 for this financial year.
- (d) **Approves** the Board's 2022/23 Discretionary Grant Fund Application Criteria and Application Form (Trim No. 210603089866).
- (e) **Approves** the Board's 2022/23 Discretionary Grant Accountability Form (Trim No. 210603089980).
- (f) **Approves** that Discretionary Grant Fund applications be considered at each meeting during the 2022/23 financial year (July 2022 to June 2023).

**CARRIED**

7.2. **Application to Oxford-Ohoka Community Board's Discretionary Grant Fund 2022/23 – T Kunkel (Governance Team Leader)**

It was agreed that the applications would be considered separately.

T Kunkel noted that an application was received from the Swannanoa Volunteer Fire Brigade for funding to purchase a barbeque they wanted to use at community and brigade functions. The Board had received previous applications from the Swannanoa Volunteer Fire Brigade, so the Board was familiar with the work the brigade did in the community.

In response to a question from N Mealings, T Kunkel confirmed that the brigade last applied to the Board for funding in July 2021, so this was their first application for the 2022/23 financial year.

R Harpur noted that they were applying for more than \$500. T Kunkel explained that the estimated cost of the barbeque was \$999.00, however, it was up to the Board's discretion how much they wished to grant.

Moved: S Farrell

Seconded: N Mealings

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** report No. 220621105964.
- (b) **Approves** a grant of \$500 to the Swannanoa Volunteer Fire Brigade towards the cost of purchasing a BBQ.

**CARRIED**

N Mealings supported the motion as \$500 was the Board's customary grant. The brigade had applied to the Board previously, so whilst they did a fantastic job for the community, there was another application to consider.

T Kunkel advised that an application was received from the Waimakariri Dog Training Club, which was run at the Mandeville Sports Club and provided dog agility training. As part of their Club events, they hosted community barbeques to raise funding for their work and therefore requested funding for a new barbeque.

Moved: T Robson

Seconded: S Farrell

**THAT** the Oxford-Ohoka Community Board:

- (c) **Approves** a grant of \$500 to the Waimakariri Dog Training Club Inc. towards the cost of purchasing a new BBQ.

**CARRIED**

T Kunkel highlighted that an application was received from the Oxford Senior Citizens Club, which met at the Oxford Working Men's Club and hosted social events for older citizens to guard against social isolation. In addition, the club organised outings to places of interest and was requesting funding towards the cost of providing safe transport for the members to these outings.

S Farrell noted that she was concerned that no specific amount was requested in the club's application. Hence, she contacted the club president and advised that it usually costs \$200 to hire a large bus into Christchurch for activities. However, they also hired the Community Trust minibus and wanted to go to the Weka Pass Railway and into Christchurch a couple of times, so that was what the funding would be used for.

D Nicholl enquired how much hiring the Community Trust minibus cost. S Farrell explained that it cost approximately fifty cents per kilometre, and they had to provide a driver.

N Mealings sought clarity on the appropriate amount for the Board to grant the club. S Farrell was unsure, however, she noted they had gone on four trips in 2021. T Kunkel pointed out that in the information provided by the club, the four trips they took last year cost approximately \$80 per trip.

Moved: R Harpur

Seconded: S Barkle

**THAT** the Oxford-Ohoka Community Board:

- (d) **Approves** a grant of \$500 to the Oxford Senior Citizens Club towards the cost of hiring transport during the year.

**CARRIED**

T Kunkel noted that in June 2022, the Board granted the Group \$500 towards the cost of hosting a Community Ball, however, the ball was subsequently cancelled due to low ticket sales and the funding was not released. They were now seeking funding to host a Hauora Health and Wellbeing Event for the rural community at the Amberley Tin Shed on 13 July 2022 to promote rural wellbeing.

Moved: S Barkle

Seconded: -

**THAT** the Oxford-Ohoka Community Board:

- (e) **Approves** a grant of \$500 to the Tasman Young Farmers towards the cost of hosting a Hauora Health and Wellbeing event for the rural community.

**LOST**

S Farrell questioned how many people from the Board's area would benefit from the event, noting that if the ball was cancelled due to a lack of interest, how many people would attend this event.

N Mealings noted that their application stated that around 100 people would directly benefit from this event. While she supported Young Farmers' work, the Tasman Branch consisted of 12 clubs across the top of the South Island. As only one club was in the Waimakariri District, she believed the grant should not be more than one-twelfth of the cost of hosting the event. Also, as it was unclear how many people from the Board's area would benefit from the event, she suggested that the Board only grant \$150.

Moved: N Mealings

Seconded: -

**THAT** the Oxford-Ohoka Community Board:

- (e) **Approves** a grant of \$150 to the Tasman Young Farmers towards the cost of hosting a Hauora Health and Wellbeing event for the rural community.

**LOST**

Moved: S Farrell

Seconded: R Harpur

**THAT** the Oxford-Ohoka Community Board:

- (f) **Declines** the application from the Tasman Young Farmers towards funding for hosting a Hauora Health and Wellbeing event for the rural community.

**CARRIED**

## 8. **CORRESPONDENCE**

### 8.1. **Letter from Dorothy Scott**

### 8.2. **Letter regarding Waimakariri District Council Annual Plan**

Moved: T Robson

Seconded: N Mealings

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** the letter from Dorothy Scott (Trim: 220627108311).
- (b) **Receives** the letter regarding the Waimakariri District Council Annual Plan (Trim: 220114003526).

**CARRIED**

## 9. **CHAIRPERSON'S REPORT**

### 9.1. **Chair's Diary for June 2022**

- Attended a meeting for North Canterbury Neighbourhood Support.
- Attended all Boards' Briefing.

Moved: R Harpur

Seconded: S Barkle

**THAT** the Oxford-Ohoka Community Board:

- (a) **Receives** the verbal report from the Oxford-Ohoka Community Board Chairperson.

**CARRIED**

## 10. **MATTERS FOR INFORMATION**

- 10.1. Rangiora-Ashley Community Board Meeting Minutes 8 June 2022
- 10.2. Woodend-Sefton Community Board Meeting Minutes 13 June 2022
- 10.3. Kaiapoi-Tuahiwi Community Board Meeting Minutes 20 June 2022
- 10.4. Health Safety and Wellbeing Report June 2022 – Report to Council Meeting 7 June 2022 – Circulates to all Boards.
- 10.5. May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – Report to Utilities and Roding Committee Meeting 21 June 2022 – Circulates to all Boards.



10.6. Avian Botulism Management 2021-22 – Report to Utilities and Roading Committee Meeting 21 June 2022 – Circulates to all Boards.

10.7. Draft Annual Plan Consultation Decisions – Report to Council 28 June 2022 – Circulates to all Boards.

10.8.

Moved: S Farrell

Seconded: T Robson

**THAT** the Oxford-Ohoka Community Board:

(a) **Receives** the information in Items.10.1 to 10.7.

**CARRIED**

## 11. MEMBERS' INFORMATION EXCHANGE

### T Robson

- Attended the all Boards' Briefing.
- Ashley Gorge Advisory Group meeting was cancelled due to staff availability.
- Pearson Park Advisory Group meeting scheduled next week.

### S Farrell

- Reported that Noel Fraser had advised that Canterbury Landscaping Supplies (CLS) had been very compliant. However, last month, they sent out a flyer advertising animal bedding for sale. This raised a concern that non-staff members would access the Diversion Road site to pick up the product. However, CLS confirmed that no sales would be permitted at the site. It was agreed that another visit would be arranged in September 2022 to see the new operation in action.
- She had an upset Oxford resident who noted that the speed limit in Cust had reduced 10km/h, and the Oxford community had unsuccessfully been asking for a reduction in speed limits for seven years.

### R Harpur

- Attended a Grey Power meeting –
  - Concern that member numbers were down 5%, which was put down to a number of factors, including Covid.
  - The guest speaker never arrived from the banking workshop, which was disappointing as the members had several questions.
  - Lengthy discussion around the health system as of 1 July 2022, Canterbury now had two representative health institutes, the new Canterbury Health Board and the other was the Maori Health Board.
  - Concern about the emergency department at the Christchurch Hospital – last weekend there were almost 1000 people, which placed a lot of pressure on resources there.
  - The second Covid booster was available to the elderly for free.
  - The Rangiora Hospital had now been demolished, but there was no information on what would be developed on the site.
  - Concern about no toilets at the Deans Avenue carpark for the Hospital.
  - New St Johns alarms were available for the elderly, which meant when they had a fall, it would activate immediately.
  - Questions were asked at the meeting about the Rangiora Police Station. It had relocated to Southbrook and seemed to be more of a parking area for Police cars. He understood that the original police station would not be rebuilt.

### **S Barkle**

- Attended the all Boards' briefing.
- People seemed concerned about the Police Station, wondering if the current location would be permanent. Unfortunately, its current location was not very accessible and was not part of the town.

### **N Mealings**

- Oxford Community Networking Forum Meeting – Great opportunity for community service providers in the Oxford area in the social/community space to network together and share their challenges and new initiatives. Mental health was a big focus.
- Greater Christchurch Partnership briefing.
- Attended the long-awaited opening of the new link road in Silverstream, which would better connect residents living in Ohoka and surrounds with Kaiapoi, as it connected Silverstream Boulevard with Adderley Terrace/Fuller Street.
- Housing (Social/Affordable) Working Group meeting.
- Council Briefing.
- Rural and Provincial Conference – Attended the Rural and Provincial conference in Wellington, which was a productive gathering of rural and provincial Councils to discuss issues affecting smaller rural Councils. Topics addressed included Local Government New Zealand issues, localism, and reform updates (Three Waters, Future for Local Government, Resource Management ACT, Health etcetera). Ministers Mahuta, Parker and Simon Watts addressed the conference. A contentious topic for most Councils was New Zealand transport Agency funding issues in the rural sector.
- District Planning and Regulation Committee Meeting – Among topics discussed: changes to parking restrictions in Kaiapoi central business district and the appointment of Alistair Grey as second Waimakariri District Council Civil Defence Recovery Manager.
- Greater Christchurch Partnership briefing
- Utilities and Rooding Committee Meeting – Most flooding events service requests (including Ohoka and Oxford) were now either complete or underway. Any outstanding work would transition from 'recovery' to business as usual on 31 July 2022.
- Waimakariri Youth Council – A new co-chair was appointed.
- All Boards briefing.
- Spent a day meeting with various community providers and constituents in Oxford, including a drop-in session at the Oxford Library/Service Centre and culminating in a drive around to judge the Oxford Winter Lights entries. Great to see the town so beautifully lit up (also nipped to Kaiapoi in between to a Library Matariki event with the Councils Jason Clements and author/poet Ben Brown).
- Council meeting – formally adopted the Annual Plan, which included a 4.5% average rates increase. Mobile Hub proposal – DIA proposes to purchase RV-type vehicle for mobile outreach as required. Council only to pay for operational costs.
- North Canterbury Rural Lookout Trial update – Attended a meeting at Oxford Town Hall regarding rural crime and the new Rural Lookout app being trialled in Waimakariri and Hurunui over the next two years. This was a project being run in conjunction with New Zealand Police, FMG and Federated Farmers. It was important to report all crimes and suspicious incidents because Police resourcing was based on reported crime. It was estimated that 31% of crimes

went unreported and 47% of victims do not improve their security after being targeted.

- Regional CC Coordination Workshop – met with Councillors from all Canterbury Councils to share information and resources, and discuss ways to better work together.
- Council meeting with Kieran McNulty – Met with Hon. Kieran McNulty, Associate Minister of Local Government, Transport, Racing and Emergency Management.

## **12. CONSULTATION PROJECTS**

### **12.1. Gambling**

<https://letstalk.waimakariri.govt.nz/gambling>

Consultation would close on Monday 11 July 2022.

The Board noted the consultation project.

## **13. BOARD FUNDING UPDATE**

### **13.1. Board Discretionary Grant**

Balance as at 30 June 2022: \$5,990 plus carryover from 2021/22.

### **13.2. General Landscaping Fund**

Balance as at 30 June 2022: \$13,090.

The Board noted the 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 Oxford-Ohoka Community Board will be held at the Oxford Town Hall on Wednesday 3 August at 7pm.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS CLOSED AT 8.10pm.

**Workshop (8.10pm to 8.20pm)**

- *Members Forum*
  - *Board submission to Plan Change 31 – The Board agreed that they would wait for input from the community at the public meeting on Plan Change 31 to be held on 12 July 2022, before deciding if the Board would submit.*

**CONFIRMED**-----  
Chairperson-----  
Date

Unconfirmed

**MINUTES FOR THE MEETING OF THE WOODEND-SEFTON COMMUNITY BOARD HELD AT WOODEND COMMUNITY CENTRE, SCHOOL ROAD, WOODEND, ON MONDAY 11 JULY 2022 AT 6.00PM.**

**PRESENT**

S Powell (Chairperson), A Thompson (Deputy Chairperson), M Paterson, P Redmond and S Stewart.

**IN ATTENDANCE**

S Markham (Manager Strategic Projects), S Morrow (Rates Officer – Property Specialist), K Rabe (Governance Advisor) and C Fowler-Jenkins (Governance Support Officer).

**1 APOLOGIES**

Moved: A Thompson                      Seconded: P Redmond

**THAT** apologies for absence be received and sustained from A Allen and J Archer.  
**CARRIED**

**2 CONFLICTS OF INTEREST**

There were no conflicts declared.

**3 CONFIRMATION MINUTES**

**3.1 Minutes of the Woodend-Sefton Community Board – 13 June 2022**

Moved: A Thompson                      Seconded: S Stewart

**THAT** the Woodend-Sefton Community Board:

- (a) **Confirms**, as a true and accurate record, the circulated Minutes of the Woodend-Sefton Community Board meeting held on 13 June 2022.

**CARRIED**

**3.2 Matters Arising**

There were no matters arising.

**4 DEPUTATIONS AND PRESENTATIONS FROM THE COMMUNITY**

Nil.

**5 ADJOURNED BUSINESS**

Nil.

## 6 REPORTS

### 6.1 Road Naming – Pegasus Town Stage R13-R14 – S Morrow (Rates Officer – Property Specialist)

S Morrow spoke to the report noting it was seeking a decision from the Board to approve new road names for Pegasus stages R13 and R14. The land being developed by Mike Greer Homes was currently known as 124 Infinity Drive, Pegasus. S Morrow noted that the developer had selected the names from the Board's Pre-approved Road Naming List and submitted the proposed names to the land owner, the Templeton Group, before requesting the names.

S Powell commented that the Board's Pre-approved List included the name 'Brockenhurst', and Mr Brockenhurst had requested that the name be used on the eastern side of State Highway One, around the Pegasus area. However, Mr Brockenhurst had since passed away, and S Powell queried how many more streets on the eastern side were likely to be requiring names. S Morrow was unsure, however, he advised that the streets created in the new subdivision in Woodend would have to be named.

P Redmond asked if there would be other road names required in Pegasus. S Morrow responded that some land near Pegasus Lake had not yet been developed and may need street names in the future.

A Thompson questioned if the Board should be concerned that there may not be another opportunity of using the name Brockenhurst in Pegasus. S Powell noted that the name was on the Board's pre-approved list for future use.

Moved: P Redmond

Seconded: A Thompson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** Report No. 220627108776.
- (b) **Approves** the following proposed road names for the development of 124 Infinity Drive, Pegasus, as shown as Roads 1 to 4 on the subdivision plan (Trim 220627108786).
  1. Te Pakiaka Road
  2. Awarua Road (Continuation)
  3. Gossett Lane (Pvt)
  4. Edlin Lane (Pvt).
- (c) **Notes** the Woodend-Sefton Community Board may replace any proposed road name with a name of its choice.

**CARRIED**

P Redmond noted that he was conscious that there had been consultation between the developer and the Templeton Group. These names were also selected from the Board's Pre-approved Road Naming List. He thought if developers went to the trouble of following the process the Board should be supportive.

6.2 **Woodend-Sefton Community Board's 2022/23 Discretionary Grant Fund and 2022/23 General Landscaping Fund – K Rabe (Governance Advisor)**

K Rabe noted that the information was submitted to the Board annually at the start of each financial year to highlight the Board's allocation for its General Landscaping Budget and Discretionary Grant Fund.

S Powell asked if there were any changes to the Funding Application or Accountability Forms, which the Board reviewed in 2021. K Rabe confirmed that there were no changes to the forms, however, they may be reviewed by the new Community Boards after the Local Government elections.

Moved: S Powell

Seconded: A Thompson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** Report No. 220622106770.
- (b) **Notes** that the Board's General Landscaping Budget allocated by the Council for the 2022/23 financial year was \$13,090, with a carry forward for 2021/22 still to be determined due to outstanding invoices, being processed.
- (c) **Notes** that the Board's Discretionary Grant Funding allocated by the Council for 2022/23 financial year was \$4,300 and that an amount of \$2,325 was carried forward from the 2021/22 budget, thereby bringing the total of the 2022/23 Discretionary Grant fund to a total of \$6,625.
- (d) **Approves** the Board's 2022/23 Discretionary Grant Fund Application Criteria and Application Form (Trim No. 2106030898921).
- (e) **Approves** the Board's 2022/23 Discretionary Grant Accountability Form (Trim No. 210603089895).
- (f) **Approves** that Discretionary Grant Fund applications be considered at each meeting during the 2022/23 financial year (July 2022 to June 2023).

**CARRIED**

6.3 **Application to the Woodend-Sefton Community Board's 2022/23 Discretionary Grant Fund – K Rabe (Governance Advisor)**

K Rabe advised that North Canterbury Federation Woman's Institute hosts an annual craft fair at the Sefton Public Hall to enable its members to learn new skills and to pass on their knowledge to other women. The Woman's Institute had received funding for their 2021 Craft Day from the Rangiora-Ashley Community Board. In addition, an application was received from the Woodend School for funding for students to attend a camp at Glentui. She noted that the Board had the discretion to grant funding based on the merits of the applications received.

Moved: A Thompson

Seconded: M Paterson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** report No. 220620104640.
- (b) **Approves** a grant of \$200 to the North Canterbury Federation Women's Institute towards the cost of hall hire and the purchase of crafting supplies.

**CARRIED**

A Thompson commented that the Woman's Institute was based in the Board's area, and the Craft Fair would be held in Sefton. He noted it sounded like an interesting and positive community event that he would be happy to support.

S Powell concurred that the Woman's Institute was a well-established community organisation, and most of its members were from the Board's area. She, therefore also supported the motion. P Redmond was similarly in support of the motion.

M Paterson advised that he was the Chair of the Woodend School's Board of Trustees, and noted this was an annual camp. He, on behalf of the Trustees had previously approached business and community leaders to subsidise families that could not afford the costs of attending the school camp.

A Thompson reminded the Board of the School's previous application for funding to start a Lego Club, which the Board had declined. The general consensus was that Community Boards would not fund school activities which the Ministry of Education should be funding. He suggested it may be better to offer a subsidy for one student.

P Redmond advised that the Discretionary Grant Funding Guidelines required evidence from schools that projects were not funded by the Ministry of Education and noted that no evidence had been provided. He doubted that the Board would be allowed to sponsor individual students and suggested that the Board may be creating a precedent if they approved the grant.

S Powell noted that school camps were not funded by the Ministry of Education but were usually funded by parents or fundraising.

Moved: A Thompson

Seconded: S Stewart

**THAT** the Woodend-Sefton Community Board:

(c) **Declines** the application from the Woodend School.

**CARRIED**

A Thompson noted that granting funding to schools was a tricky issue and felt that a school camp was similar to the Lego Club, which fell into a grey area. He regretted that the Board could not assist the School in securing funding.

S Stewart noted her agreement with the motion as activities associated with schools should be funded by the Ministry of Education. The Board's Discretionary Funding was funded by ratepayers and should not be used to support activities taxpayers should fund. She accepted there may be grey areas, such as school camps, however, she did not doubt that granting the application would create a precedent.



6.4 **Ratification of the Woodend-Sefton Community Board's submission to the Council's Walking and Cycling Network Plan – K Rabe (Governance Advisor)**

S Powell noted that the Board was requested to ratify its submission to the Council's Walking and Cycling Network Plan. She explained that the only amendment from the final draft was the inclusion of a request for Council staff who worked with the Te Kohaka Trust to ensure paths in the park were way signed appropriately.

Moved: S Powell

Seconded: A Thompson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** report No. 220629110004.
- (b) **Retrospectively ratifies** its submission to the Council's Walking and Cycling Network Plan (Trim Ref: 220630110753).

**CARRIED**

**7 CORRESPONDENCE**

7.1 **Letter of response regarding the Waimakariri District Council Annual Plan**

Moved: A Thompson

Seconded: M Paterson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** the letter from the Waimakariri District Council regarding Annual Plan Response (Trim 220114003526).

**CARRIED**

**8 CHAIRPERSON'S REPORT**

8.1 **Chairperson's Report for June 2022**

Moved: S Powell

Seconded: P Redmond

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** the report (Trim: 220704112822) from the Woodend-Sefton Community Board Chairperson.

**CARRIED**

**9 MATTERS FOR INFORMATION**

- 9.1 Oxford-Ohoka Community Board Meeting Minutes 8 June 2022
- 9.2 Rangiora-Ashley Community Board Meeting Minutes 8 June 2022
- 9.3 Kaiapoi-Tuahivi Community Board Meeting Minutes 20 June 2022
- 9.4 Health Safety and Wellbeing Report June 2022 – Report to Council Meeting 7 June 2022 – Circulates to all Boards.
- 9.5 May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – Report to Utilities and Roading Committee Meeting 21 June 2022 – Circulates to all Boards.

- 9.6 Avian Botulism management 2021-22 – Report to Utilities and Roading Committee Meeting 21 June 2022 – Circulates to all Boards.
- 9.7 Draft Annual Plan Consultation Decisions – Report to Council 28 June 2022 – Circulates to all Boards.

Moved: A Thompson

Seconded: M Paterson

**THAT** the Woodend-Sefton Community Board:

- (a) **Receives** the information in Items 9.1 to 9.7

**CARRIED**

## **10 MEMBERS' INFORMATION EXCHANGE**

### **S Stewart**

- Environment Canterbury (ECan) was doing an aerial flyover over the District to check on winter grazing practices. They were not taking any photos or recordings at this stage, however, they would be checking on adherence to best practices.
- ECan's Waitaha Action to Impact Fund was available to community groups, charitable trusts or incorporated societies who may wish to apply for funding to undertake environmental work. There was \$600,000 available, and applications would be open from 18 July to 12 September 2022.
- There had been two significant ECan reports, one on the state of groundwater which provided data going back 30 years, and one on the state of surface water. Both reports showed an increase in ground and surface water nitrate contamination. Council staff had been requested to provide a report on this information at the next Land and Water Committee meeting. ECan had monitored 337 wells for over thirty years, which showed that in 1992 there were 94 groundwater monitoring sites. 99% of those wells were under the maximum allowable value for nitrate. In 2021 they were monitoring 331 wells, and only 72% were under the allowable levels, which meant that 26% of those wells they had previously monitored were now over the mean for nitrate over 20 years.
- Update on the New Zealand Transport Agency (NZTA) drain running from Smiths Street to the Cam River on the east side of the motorway. NZTA owned a 20-meter strip along both sides of this stretch of the highway, which was in breach of Plan Change 7 stock exclusion regulations as their fence was up against the motorway and did not exclude the drain from the neighbouring properties. This matter was brought to their attention, and NZTA had committed to fencing the area.

### **M Paterson**

- Woodend School had appointed a new principal.
- Attended a Woodend Community Association meeting.
- Woodend Rugby Club open day, which Mayor Dan also attended.
- Attended the meeting with the New Zealand Transport Agency and was encouraged that NZTA had indicated that the budget for Woodend Safety Improvements had been approved.

### **P Redmond**

- Attended the Fee Waiver Sub Committee meeting, which granted \$18,000. He explained that community groups had a special rate and that the waiver was on top of that.
- The Water Services Bill – the Council had resolved to submit to the Select Committee and Local Government New Zealand, provided a legal opinion that no consultation was necessary if councils wished to submit.

- The Council's Building Unit was still under pressure, however, they were coping reasonably well compared to neighbouring Councils.
- Compliance – there had been some complaints regarding heat pump noise, however, it was found that most of the complaints did not breach the District Plan standards, and the odd faulty heat pump had been repaired.
- Civil Defence Team proposed to establish four Emergency Hubs in the District, possibly extending if required depending on the response. They were working closely with North Canterbury Neighbourhood Support. A Lander started in February 2022 as an Educator working with Primary Schools. The Civil Defence Cadets were up and running again, with sixteen remaining after Covid. The Council's new Civil Defence Officer was keen to oversee the Cadet Programme, and volunteers were required to replace two Council staff who previously volunteered to assist with the Cadet Programme.
- Attended Peter Fenwick's funeral.
- Attended the Economic Development Strategy Workshop to review the current policy. Agriculture was still one of the underpinning economic drivers within the district.
- Attended the Abbyfields Annual General Meeting.
- Attended a briefing with Associate Minister of Local Government, Kieran McAnulty.
- Council Librarian, J Clements, wrote a book of poems partly funded by Creative Communities Waimakariri.
- Attended the Big Splash.
- Council adopted the Annual Plan.
- Chief Executive Jim Harland had retired, and Jeff Millward would be stepping in as Acting Chief Executive.

#### **A Thompson**

- Attended the Economic Development Workshop
  - The Waimakariri was doing well by most measures, the question that needed to be considered was do we need to do more or change the focus to achieve better outcomes. If we wanted to achieve anything different than the path we were on, we needed to be adapted. In his view, the current focus was quite limited and risky, and the Council needed to be willing to see if there were other things it could focus on or look to facilitate.
  - There was a large number of trade people living in the District, and housing growth was a part of the reason, however, the Waimakariri was also a good place to live. A big chunk of the District's economy was focused on more than agriculture. He thought that the Council should consider the trade people side and commercial opportunities to provide jobs for locals.

## **11 CONSULTATION PROJECTS**

Nil.

**12 BOARD FUNDING UPDATE****12.1 Board Discretionary Grant**

Carryover from 2021/22: \$2,325.  
 Allocation for 2022/23: \$4,300.  
 Balance as at 30 June 2022: \$6,625.

**12.2 General Landscaping Fund**

Carryover from 2021/22: To be determined.  
 Allocation for 2022/23: \$13,090.  
 Balance as at 30 June 2022: \$13,090 plus carryover.

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 will be held at the Woodend Community Centre, School Road, Woodend, on Monday 8 August 2022 at 6pm.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS CLOSED AT 7.04pm.

**CONFIRMED**

-----  
 Chairperson

-----  
 Date

**Workshop (7.05pm to 7.20pm)**

- *Members Forum*
  - *Discussion on Pegasus roundabout and safety issues.*
    - *Single lane and traffic back up and congestion.*
    - *Vehicle emissions from congestion and slowing traffic.*

**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 18 JULY 2022 AT 5PM.**

**PRESENT**

J Watson (Chairperson), J Meyer (Deputy Chairperson), N Atkinson, and B Cairns.

**IN ATTENDANCE**

P Redmond (Kaiapoi-Woodend Ward Councillor).

C Brown (General Manager Community and Recreation), K Rabe (Governance Advisor) and C Fowler-Jenkins (Governance Support Officer).

There were seven members of the public present.

**1 APOLOGIES**

Moved: J Watson

Seconded: J Meyer

**THAT** apologies for absence be received and sustained from A Blackie and S Stewart.

**CARRIED**

**2 CONFLICTS OF INTEREST**

There were no conflicts declared.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of the Kaiapoi-Tuahwi Community Board – 20 June 2022**

Moved: J Meyer

Seconded: N Atkinson

**THAT** the Kaiapoi-Tuahwi Community Board:

(a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahwi Community Board meeting, held on 20 June 2022, as a true and accurate record.

**CARRIED**

**3.2 Matters Arising**

Nil.

**4 DEPUTATIONS AND PRESENTATIONS**

**4.1 Kaiapoi East Residents Association (KERA) – Michelle MacWilliams**

M MacWilliams spoke to the Board, noting that KERA had an interest in the area of the Kaiapoi East Zone, which Licence to Occupy, held by the WHoW Charitable Trust, just came up for renewal. She noted that KERA wished to provide an alternative use of this land for the Council's consideration. KERA reached out to some of the business owners in Kaiapoi, and many of them were currently struggling and did not want to wait for a development that may happen in future if financing could be secured. KERA was providing a solution

that they believe would bring economic benefit to Kaiapoi as soon as spring 2022 with correct promotion and community engagement.

M MacWilliams noted that the Covid pandemic triggered a 25% increase in anxiety and depression worldwide. Eleven years ago, Canterbury was struck by earthquakes, leading to a cluster of depression and anxiety, which Covid worsened. Therefore, a place where people could go and be in a free environment where they could walk and relax, where families could go and be one with nature, would be a blessing. KERA was thus proposing the creation of a pocket forest for the community and future generations. So far, KERA had permission to do some planting in the Kaiapoi red zone area, thereby creating small pocket forests, however, they had ascertained that they needed a License to Occupy to qualify for significant funding. The proposal was supported by Ryman and the Shungshi Chinese Association, who had offered to plant a garden.

B Cairns noted that he supported the idea of planting trees. He suggested that KERA could work with the WHoW Charitable Trust and assist with planting the boundaries surrounding the proposed Aqua Park. M MacWilliams noted that KERA had no interest in working with WHoW. KERA was aiming to get the maximum impact for carbon credits, climate change and meeting the area's biodiversity, and they saw that as a direct conflict with the WHoW project.

P Redmond asked if KERA would be opposed to the use of the regeneration land going out for wider expressions of interest. M MacWilliams supported the land being offered to all interested parties and noted that the Council had failed to do this with the WHoW initiative as the land had not been offered to other groups.

J Watson noted that that area already included several planted areas with walking paths linking places of interest, such as the Honda Forest and the Mahinga Kai area and felt that the proposed pocket forest would duplicate what had already been done. She enquired if KERA would be willing to support and partner in other projects. M MacWilliams noted that she would put the suggestion to KERA's members to ascertain if there was any interest in working with other groups. She commented that the area leased to WHoW often flooded and would require much remedial work to enable building on the land. She, therefore, believed planting in this area was the most cost-effective option. She acknowledged the Honda Forest, however, she noted that their concept of the pocket forests would include large areas for walking and picnic sites, which the public could not do in at Honda Forest because it was densely populated. J Watson noted that there were plenty of picnic areas in the Honda Forest.

J Watson enquired how the already planted pocket forest was doing. M MacWilliams reported that it was growing well until some of the plants were destroyed, however, the area showed improvement.

## **5 ADJOURNED BUSINESS**

Nil.

## 6 REPORTS

### 6.1 Potential New Road Names for Addition to the Pre-Approved Kaiapoi Road and Reserve Name List – K Rabe (Governance Advisor)

K Rabe took the report as read. She noted that two of the names proposed had more significance to the Woodend area and were therefore referred to the Woodend-Sefton Community Board to include on their Pre-approved list.

N Atkinson questioned why two names, more relevant to the Woodend area, were submitted to the Kaiapoi-Tuahiwi Community Board for consideration. K Rabe explained that the names, Lovegrove, Orchard and MacMillan, were all submitted by P McMillan, a Kaiapoi resident. N Atkinson questioned how the names related to the Woodend area. K Rabe explained that Catherine McMillan and her family lived at Saltwater Creek, where she was the postmistress for the area. William Orchard and his wife operated a ferry across the Ashley River and were buried in Woodend, and the Lovegrove family lived in Waikuku and were also buried in Woodend.

P Redmond asked how Jacob McGarry was connected to Kaiapoi, and K Rabe noted he was buried in the Anglican cemetery in Kaiapoi.

Moved: J Watson

Seconded: B Cairns

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 220704112499.
- (b) **Approves** the inclusion of the following two names in the Kaiapoi Pre-Approved Road and Reserves Name List:
  - i. Jacob McGarry
  - ii. Woolcott
- (c) **Notes** that the proposed names Lovegrove and McMillan had more local historical, cultural, environmental or geographical significance to the Woodend area and were therefore referred to the Woodend-Sefton Community Board for consideration.
- (d) **Notes** that the proposed name 'Orchard' had already been used in the District and could therefore not be added to the Pre-approved Road names for Kaiapoi.
- (e) **Instructs** staff to write to the public requesters to advise the outcome of the Community Board decision.

**CARRIED**

### 6.2 Kaipoi-Tuahiwi Community Board's 2022/23 Discretionary Grant Fund and 2022/23 General Landscaping Fund – K Rabe (Governance Advisor)

K Rabe spoke to the report noting that the information was submitted to the Board annually at the start of each financial year to highlight the Board's allocation for its General Landscaping Budget and Discretionary Grant Fund. There were no changes on the Accountability Form or the Discretionary Grant Application Form, however, they would likely be reviewed at the beginning of the next term.

Moved: N Atkinson

Seconded: J Meyer

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 220622106808.
- (b) **Notes** that the Board's General Landscaping Budget allocated by the Council for 2022/23 was \$26,190, with a carry forward for 2021/22 still to be determined due to outstanding invoices, being processed.
- (c) **Notes** that the Board's Discretionary Grant Funding allocated by the Council for 2022/23 was \$5,270 and that an amount of \$2,627 was carried forward from the 2021/22 budget, thereby bringing the Discretionary Grant Fund to a total of \$7,897 for the current financial year.
- (d) **Approves** the Board's 2022/23 Discretionary Grant Fund Application Criteria and Application Form (Trim No. 210603089725).
- (e) **Approves** the Board's 2022/23 Discretionary Grant Accountability Form (Trim No. 210603089875).
- (f) **Approves** that Discretionary Grant Fund applications be considered at each meeting during the 2022/23 financial year (July 2022 to June 2023).

**CARRIED**

6.3 **Application to the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund 2022/23 – K Rabe (Governance Advisor)**

K Rabe advised that the St. Patrick's School Parents-Teachers Association (PTA) application was for funding towards the cost of line marking for games in their outside play area. In addition, the Kaiapoi Toy Library was seeking funding for cultural and sensory games.

N Atkinson queried if the Ministry of Education paid for sportsfields to be marked. J Watson noted that the application specified that the money would be for hopscotch, cheeseboard, snakes and ladders, and other outside games.

Moved: B Cairns

Seconded: J Watson

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 220701111658.
- (b) **Approves** a grant of \$500 to St. Patricks School Parent-Teachers Association (PTA) towards line marking school games in the play area.

**CARRIED**

N Atkinson against

B Cairns noted that the PTA was very active with fundraising and believed that granting \$500 was the least the Board could do to assist in a worthwhile project.

J Meyer agreed he was happy to support the motion and commented that a fortnight senior leaders had shown him around the school.



P Redmond thought it would be helpful if the grant guidelines could be clarified as the Board seemed to continue to struggle to agree on applications relating to schools. For example, at the July 2022 meeting of the Woodend-Sefton Community Board, an application from a school was declined due to the uncertainty of whether or not the Ministry should be funding these items.

J Watson supported the idea that the Board could assist PTA's as the parents and the community worked in partnership to raise funds for external projects that added value to the learning environment.

N Atkinson advised that he did not support the motion, as he believed that the Ministry of Education should fund Learning Based Programmes. He noted that the Ministry seemed to have abdicated responsibility for supplying required equipment, relying on schools to find other ways to provide essential equipment. He acknowledged that the project had merit, however, the Ministry should be sent a strong message to increase school funding.

In his right of reply, B Cairns commented that he supported the work that St. Patrick's School was doing in tidying up the whole school, which looked amazing. He agreed with N Atkinson's comments, however, he still believed that funding \$500 was not a significant amount.

Moved: N Atkinson

Seconded: J Meyer

- (c) **Approves** a grant of \$500 to the Kaiapoi Toy Library Inc. towards purchasing cultural relevant and sensory toys.

**CARRIED**

N Atkinson commented that the purchasing of cultural relevant and sensory toys for the community to use was a good cause and use of the ratepayer's money.

## 7 CORRESPONDENCE

### 7.1 Letter in response to the submission to the Waimakariri District Council Annual Plan

Moved: J Watson

Seconded: N Atkinson

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the letter from the Waimakariri District Council regarding Annual Plan Response (Trim 220114003526).

**CARRIED**

## 8 CHAIRPERSON'S REPORT

### 8.1 Chairperson's Report for June 2022

- Attended a meeting of the Pines Kairaki Beach Association noting flooding on cycle track along Beach Road and Fairy forest updates.
- Spoke to Waimakariri U3A Art Appreciation – Publicise Waimakariri Public Arts Trust.
- Attended All Boards Briefing.
- Attended Kaiapoi Matariki Festival, which was an incredibly successful fireworks event with a crowd of over 5,000.

- Attended Kaiapoi Community Garden Trustee meeting regarding funding.
- Attended the launch of Doc Drumhueller's book Scorpio Bookshop.
- Attended Waimakariri Economic Development Strategy Workshop.
- Attended Kaiapoi High School Reunion Committee meeting.
- Attended All Together Kaiapoi meeting, which was planning for the Kane Shield and Kaiapoi Spring Festival.
- Kaiapoi Art Expo – another hugely successful event.
- Kaiapoi Fire and Ice – Good crowd.

B Cairns asked if there were any intentions to take the Kaiapoi Art Expo further or add other arts festivals to the calendar. J Watson commented that they were always looking to improve, as they wanted to keep it relevant and changing to avoid offering the same event all the time.

Moved: J Watson                      Seconded: J Meyer

**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 Oxford-Ohoka Community Board Meeting Minutes 8 June 2022  
 9.2 Rangiora-Ashley Community Board Meeting Minutes 8 June 2022  
 9.3 Woodend-Sefton Community Board Meeting Minutes 13 June 2022  
 9.4 Health Safety and Wellbeing Report June 2022 – Report to Council Meeting 7 June 2022 – Circulates to all Boards.  
 9.5 May 2021, December 2021 and February 2022 Flood Events – Service Requests Update – Report to Utilities and Roading Committee Meeting 21 June 2022 – Circulates to all Boards.  
 9.6 Avian Botulism management 2021-22 – Report to Utilities and Roading Committee Meeting 21 June 2022 – Circulates to all Boards.  
 9.7 Draft Annual Plan Consultation Decisions – Report to Council 28 June 2022 – Circulates to all Boards.

Moved: J Meyer                      Seconded: N Atkinson

**THAT** the Kaiapoi-Tuahiwi Community Board

- (a) **Receives** the information in Items 9.1 to 9.7.

**CARRIED**

## **10     MEMBERS' INFORMATION EXCHANGE**

### **N Atkinson**

- The Council had a new acting Chief Executive, Jeff Millward, who had been working for the Council for thirty-seven years. He had hit the ground running and was working extremely hard. Council was looking at recruiting early in 2023.
- Attended the Rural and Provincial in Wellington – Very productive from the point of view that Local Government New Zealand seemed to have taken a different view on where they were heading. At the conference, they would be

looking at setting out better ways to communicate and get mandates from their members to be able to move forward.

- District Licensing Committee Hearing on the Mandeville Tavern where the owner had been convicted of drunk driving some time ago. He received a 28-day stand down on his license.
- Greater Christchurch Partnership – Spatial Planning and Transport were progressing to the work part of the project, where decisions needed to be made.
- Fire and Ice and the Kaiapoi Art Expo – Congratulated organisers as both events were fantastic.
- The weather event had all the normal trouble spots – There were a couple of other things that had popped up that Council staff would be working on.
- Housing (Social/Affordable) Working Party and Property Acquisitions and Disposals Working Group meetings – Investigations underway regarding a couple of sections for Abbyfields.

### **J Meyer**

- Attended the public meeting about the proposed Plan Change 31 in Ohoka – Congratulated Council staff who had done a good job. There was a lot of support for the Council.

### **P Redmond**

- Attended the Corcoran French Kaiapoi Art Expo and the Blackwell's Fire and Ice event – both were well attended.
- Plan Change 31, the Ohoka - The Council had announced it was going to oppose the application.
- Attended Peter Fenwick's funeral.
- Attended the Economic Development Strategy Workshop – Found the role of agriculture in Waimakariri interesting, it was a very significant part of the economy.
- Attended the Abbyfields Annual General Meeting.
- Had a visit from Associate Minister of Local Government Kieran McNulty.
- Council Librarian, J Clements, wrote a book of poems partly funded by Creative Communities Waimakariri.
- Attended the Big Splash.
- Council adopted the 2022/23 Annual Plan.
- Attended Matariki event – Acknowledged the support of All Together Kaiapoi and the Kaiapoi Promotions Association.

## **11 CONSULTATION PROJECTS**

Nil.

## **12 REGENERATION PROJECTS**

### **12.1 Town Centre, Kaiapoi**

Updates on the Kaiapoi Town Centre projects were emailed regularly to Board members. These updates could be accessed using the link below:

<http://www.waimakariri.govt.nz/your-council/district-development/kaiapoi-town-centre>.

The Board noted the regeneration projects.

**13 BOARD FUNDING UPDATE****13.1 Board Discretionary Grant**

Carryover from 2021/22: \$2,627  
 Allocation for 2022/23: \$5,270  
 Balance as at 30 June 2022: \$7,897

**13.2 General Landscaping Budget**

Carryover from 2021/22: To be determined.  
 Allocation for 2022/23: \$26,190.  
 Balance as at 30 June 2022: \$26,190 plus carryover.

The Board noted the funding update.

**14 MEDIA ITEMS**

Nil.

**15 QUESTIONS UNDER STANDING ORDERS**

Nil.

**16 URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

Nil.

**17 MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED**

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

Moved: J Watson

Seconded: J Meyer

**THAT** the public be excluded from the following parts of the proceedings of this meeting.

**CARRIED**

The general subject of the matter to be considered while the public was 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, were as follows:

<b>Item N°</b>	<b>Report of:</b>	<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Ground(s) under section 48(1) for the passing of this resolution</b>
17.1	Report of S Nichols (Governance Manager)	Consideration of Submission	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution was made in reliance on section 48(1) (a) 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 which would be prejudiced by the

holding of the whole or relevant part of the proceedings of the meeting in public were as follows:

Item N°	Reason for protection of interests	Ref NZS 9202:2003
17.1	To carry out commercial activities without prejudice	A2(b)ii

**CLOSED MEETING**

*The public excluded portion of the meeting commenced at 5.47pm and concluded at 5.55pm.*

**Resolution to resume in open meeting**

Moved: J Meyer

Seconded: J Watson

**17.1 Consideration of Submission to Private Plan Change 31 – S Nichols (Governance Manager)**

**THAT** the resolution to become public at the conclusion of the meeting, however the report and discussion of the submission content was to remain public excluded under the Local Government Official Information and Meetings Act 1987, section 7(f) and (g), for maintaining effective conduct of public affairs and legal privilege, until such time as the Board approved and ratified any such submission at its publicly open meeting of 4 August 2022.

**CARRIED**

**NEXT MEETING**

The next meeting of the Kaiapoi-Tuahiwi Community Board would be held at the Ruataniwha Kaiapoi Civic Centre on Monday 15 August 2022 at 5pm.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS CLOSED AT 5.55pm.

**CONFIRMED**

-----  
Chairperson

-----  
Date

**Workshop**

- *Members Forum – KERA's proposed Pocket Forest*

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR INFORMATION**

**FILE NO and TRIM NO:** DRA-16-03 / 220707115264

**REPORT TO:** UTILITIES AND ROADING

**DATE OF MEETING:** 19 July 2022

**AUTHOR(S):** Emile Klopper, Flood Team Lead  
Caroline Fahey, Water Operations Team Leader  
Kalley Simpson, 3 Waters Manager

**SUBJECT:** May 2021, December 2021 & February 2022 Flood Events – Service Requests Update

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

  
General Manager

  
acting Chief Executive

**1. SUMMARY**

- 1.1 The purpose of this report is to update the Utilities & Roding Committee on the status of the drainage service requests received related to the significant rainfall events that occurred over the 29<sup>th</sup> to 31<sup>st</sup> May 2021, 15<sup>th</sup> December 2021 and 12<sup>th</sup> February 2022.
- 1.2 A total of 598 drainage service requests were received related to these rainfall events and total of 61 areas have been identified for further assessment.
- 1.3 The focus of this report is to provide feedback on the 61 areas identified and progress made on their investigation since the previous Utilities and Roding Committee meeting held on 21 June 2022.

**Attachments**

- i. Progress and status of the 61 Focus Areas

**2. RECOMMENDATION**

**THAT** the Utilities & Roding Committee:

- (a) **Receives** report No. 220707115264.
- (b) **Notes** that 598 drainage service requests were received related to the significant rainfall events in May 2021, December 2021 and February 2022, which have all been responded to although approximately 138 requests require further maintenance or investigation work.
- (c) **Notes** that there are currently 61 drainage assessments identified and this is likely to increase as the service requests are worked through. Progress made since the previous Utilities & Roding Committee meeting is set out in Section 4 and is supported by the weekly update memos.

- (d) **Notes** that 17 of these investigations are either complete, and the issue resolved, or incorporated into the Business as Usual (BAU) work, and is being tracked as part of a maintenance or capital works programme.
- (e) **Notes** that background information in regards to the recent flooding event can be viewed in report No. 220310034384 entitled: “February 2022 Flood Event - Update on Service Requests”.
- (f) **Notes** that a webpage has been set up on the Council’s website to provide updates on the status of drainage works underway and targeted information will be sent out to the Waikuku Beach and Kaiapoi communities.

URL: <https://www.waimakariri.govt.nz/services/water-services/stormwater/drainage-works>

- (g) **Notes** that additional budgets for the Swindells Road Drainage Upgrade and Broadway Ave Drainage Upgrade projects in Waikuku Beach and High Street Drainage Upgrade project in Oxford have been approved for inclusion in the 2022/23 Annual Plan.
- (h) **Circulates** this report to the Council and community boards for information.

### 3. **PROGRESS SINCE PREVIOUS REPORT**

- 3.1. Attachment I provides a snapshot of each of the 61 Focus Areas’ status and whether CCTV, Maintenance and/or Survey is required.
- 3.2. In addition to Attachment I, three separate projects were compiled to consolidate the remaining focus areas’ works into separate packages of maintenance, CCTV and survey works.
- 3.3. Since the previous U&R Committee update meeting, the Flood Team have continued to focus their attention on investigating the below 5 key focus areas, with the addition of the aforementioned “consolidation projects”. These key Focus Areas and their progress will be briefly discussed in Section 4 of this report.
- Broadway Avenue, Waikuku Beach
  - Swindells Road, Waikuku Beach
  - Fuller Street, Kaiapoi
  - Cust Road, Cust
  - Ranui Mews, Kaiapoi
  - Consolidation Projects
    - Maintenance
    - CCTV & Jetting
    - Surveying
- 3.4. Table 1 below provides a breakdown/summary of all the focus areas per drainage scheme.

**Table 1: 61 Focus Areas Breakdown**

Scheme	Total	Status			Planned		
		Allocated	Started	Complete /BAU	Maintenance	CCTV & Jet	Survey
Rangiora	3	3	3	0	1	1	0
Kaipoi	17	17	11	6	2	8	0
Woodend	3	3	3	0	0	1	0
Waikuku Beach	3	3	2	1	2	1	0
Pines Kairaki	3	3	2	1	1	0	1

Pegasus	1	1	1	0	1	0	0
Oxford Urban	7	7	4	3	4	0	0
Ohoka Rural	4	4	2	2	1	1	0
Oxford Rural	1	1	0	1	0	0	0
Coastal Rural	4	4	3	1	1	0	2
Rural Central	1	1	1	0	1	1	0
Cust Rural	3	3	3	0	3	1	0
District Drainage	9	9	8	1	1	0	0
Other	2	2	1	1	1	0	0
<b>Total</b>	<b>61</b>	<b>61</b>	<b>44</b>	<b>17</b>	<b>19</b>	<b>14</b>	<b>3</b>

3.5. Of the 61 areas identified for further investigation, all 61 projects have been allocated and started while 7 have been completed or are considered to be Business as Usual (BAU) (up from 5 last month). The remaining 41 focus areas have been allocated and investigations are underway.

3.5.1. For the purposes of this report, BAU is defined as no further action and/or input is required from the Flood Team whilst “Completed” is defined as the project has been completed and can be closed off.

3.5.2. Appendix I provides a breakdown of all projects’ progress.

#### 4. **KEY FOCUS AREAS**

4.1. Progress on the key focus areas is summarised below:

##### 4.1.1. **Broadway Avenue, Waikuku Beach**

- The Flood Team have progressed the 31 Broadway Avenue project to a point that the 3 Waters team can take it over to manage, procure and construct as part of their ongoing business as usual projects.

##### 4.1.2. **Swindells Road, Waikuku Beach**

- The driveway culverts and swales along both sides of Swindells Road are partially silted up and is programmed to be cleaned out by CORDE.
- In addition to the aforementioned maintenance works, further cleaning of swales within Park Terrace will also be undertaken by CORDE.
- The works by CORDE will be completed by end of July.
- Optioneering workshop was held to discuss potential solutions.
- Options memo is currently being progressed covering the following potential options:
  - Localised upgrades of driveway culverts, pipes and swale to provide a functional improvement to the existing system (expected 2 year capacity).
  - System wide upgrades and extension to provide a 5 year level of service capacity in the primary system.
  - Provision of pump chamber to enable efficient and effective deployment of a temporary pump.
  - Installation of a permanent pump station.
  - Use of the adjacent reserve to provide a stormwater retention basin.
- Draft options memo to be completed by mid-July and sent through for review.
- An additional budget of \$450,000, comprising of \$50,000 in 2022/23 for design and \$400,000 in 2023/24 for construction, has been approved as part of Drainage Staff Submission to 2022/23 Annual Plan.
- This budget will enable the system to be upgrade and extended along the toe of the stopbank, and also for a pump chamber to be installed for a temporary pump. The



next steps are to finalise the options memo before seeking feedback on the proposed solution.

#### **4.1.3. Fuller Street, Kaiapoi**

- Topographical survey was done by PDU and survey results were sent through to the Flood Team for assessment.
- Onsite CCTV connectivity surveys were requested from Clyne and Bennie and completed. Some delays were experienced in receiving the results from the CCTV surveys due to sickness within the Clyne and Bennie team but was issued recently.
- A memo will be prepared with advice to the landowners in terms of onsite improvements and concept design and cost estimate for a bund/barrier along the rear boundary. Draft memo to be issued mid-July for review.
- Potential solution is a bund/barrier along the rear boundary and flapgates on the stormwater outlets to prevent water from the drain entering the property and onsite improvements to drain rainwater from the property to the drain.
- The works to implement the proposed solution will be undertaken from the existing Kaiapoi Minor Stormwater Improvements budget in 2022/23.

#### **4.1.4. Cust Road, Cust**

- Desktop and onsite investigations were carried out to determine the extent of the problems and their root cause.
- Various options were developed as part of a preliminary design.
- Preliminary design report was resubmitted following comments received from the Utilities and Roading teams.
- A workshop is scheduled between 3 Waters, Roading and the Flood Team to discuss the preliminary designs' finding. Following on from the workshop the project is assumed to be BAU and will be closed off from a Flood Team perspective.
- Maintenance tasks have been scoped up and programmed to be undertaken by the maintenance Contractors within the stock race. These maintenance tasks include:
  - Cleaning and removing overgrown vegetation within the stockwater race from 1689 Cust Road through to and including the crossing under Earlys Road.
    - Delayed due to inclement weather and staff sickness
  - Jetting and cleaning the relevant culverts within the above route.
    - Completed

#### **4.1.1. Ranui Mews, Kaiapoi**

- The venting investigation work undertaken in May has confirmed that the onsite sewer system is prone to experiencing venting issues even if the public system has minor surcharging.
- A vent has been installed on Unit 20 and subsequent testing undertaken on 21 June confirmed that the issue with the toilet in Unit 20 was resolved, while the adjacent units still experienced issues.
- The approach to install additional venting on the other units is currently being developed. PDU engaged to undertake design and tendering of works. A report to will be taken to the Council meeting in August to seek budget for the additional vents required.
- Loggers have been installed in a manhole at Ranui Mews and also in a manhole in Ohoka Road. The loggers will provide valuable information on any remaining issues with the public sewer system.
- The loggers have been programmed to send out email/text alerts if the manhole surcharges. This will give an early warning that there may be an issue with the sewer system for staff to respond to. If necessary sucker trucks will be deployed to the Ohoka Road area and the Property team have portable toilets that can be supplied for use within the bathrooms.

- It is intended that the loggers will remain in place for a period of time to confirm that the maintenance works on the public system (to remove the fat build up) and works on the onsite sewer system to improve the venting has resolved the issue.

#### 4.1.2. CCTV Consolidation Projects

- Table 2 below contains a breakdown of all the Focus Areas with CCTV works planned and their current status.
- Hydrotech has been engaged to provide WDC with CCTV investigations for multiple projects. Hydrotech is currently facing some delays due to staff unavailability and will start with the investigations mid-July. Current forecasts show CCTV works to be completed by mid- August depending on resourcing.

**Table 2: CCTV Consolidation Focus Areas' Status**

Project	Scoped	Priced	Agreed	Complete
Newnham Street	N	N	N	N
Strachan Place	Y	Y	Y	Y
310 Beach Road	Y	Y	N	N
34 Mansfield Drive	Y	Y	Y	N
44 Bracebridge Street	Y	Y	Y	N
46 A Fuller Street	Y	Y	Y	Y
Dale Street	Y	Y	Y	N
1 Wesley Street	Y	N	N	N
14 Kalmia Place	Y	Y	Y	N
15 Cridland Street	Y	N	N	N
169 Williams Street	Y	Y	Y	N
39 Woodglen Drive	Y	N	N	N
5 B Norton Place	Y	Y	Y	Y
31 Broadway Avenue	Y	Y	Y	Y
12 Reserve Road	Y	Y	Y	Y
14 Kiwi Avenue	Y	Y	Y	Y
4 Swindells Road	Y	Y	Y	N
6 Weka Street	Y	Y	Y	N
Wilson Drive	Y	N	N	N
494 Mill Road	Y	Y	Y	Y
Skewbridge Road	Y	Y	Y	N
467 Earlys Road	Y	Y	Y	Y
1649 Cust Road	Y	N	N	N
Ranui Mews	Y	Y	Y	Y
Kairaki PS	Y	Y	Y	Y

- 4.2. Further programme and progress updates will be reported to the Utilities and Roading Committee at future meetings as this work progresses.

#### Implications for Community Wellbeing

Some of the locations of flooding have had flooding in the past and some residents have had to make insurance claims for flood related damage. This has a potential implication on community wellbeing for these residents.

- 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 directly affected by this work. However they will have an interest in any future proposed works that may have an impact on waterways and rivers. Staff will update the Runanga at the executive meetings and where relevant on specific projects engage with MKT.

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

Directly affected property owners will be consulted with on the proposed upgrades.

Community boards and drainage advisory groups will be updated on the investigation works and any specific future proposed works that come out of the assessment.

### 5.3. **Wider Community**

The wider community will be kept informed via the Council's website. A dedicated webpage has been set up for the recent flood events across the wider district, refer:

<https://www.waimakariri.govt.nz/services/water-services/stormwater/drainage-works>

A community meeting was held for Waikuku Beach residents on 6 July 2021, however not all investigation work has been completed in this area. If necessary, a targeted update to the Waikuku Beach community, either via a local newsletter flyer or dedicated flyer will be delivered to all addresses in the village.

Target consultation has been undertaken for the Kaiapoi Community via the Shovel Ready programme of works which will address most of the issues experienced in the Dudley Drain, Feldwick Drain and McIntosh Drain catchments.

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

### 6.1. **Financial Implications**

The costs associated with this investigation work will be charged to existing Drainage asset management and operations budgets. Any physical inspection work such as pipe maintenance and CCTV inspection work will be charged to the maintenance budget for the relevant Drainage scheme.

The following budgets were recently approved by Council for inclusion in the final 2022-23 Annual Plan (refer TRIM 220505071056):

- Broadway Ave Drainage Upgrade – \$120,000 (in 2022/23).
- Swindells Road Drainage Upgrade – \$450,000 (comprising of \$50,000 in 2022/23 for design and \$400,000 in 2023/24 for construction).
- High Street Drainage Upgrade - \$200,000 (in 2022/23).

All other investigation and maintenance works is being undertaken from existing operational budgets.

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

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

Any proposed upgrading works will consider the potential impacts of climate change in terms of higher rainfall intensities and sea level rise. The procurement of any physical works will use sustainable procurement practices.

### 6.3 **Risk Management**

There are no additional risks arising from the adoption/implementation of the recommendations in this report. The improvements implemented as a result of the

drainage assessment identified will reduce the overall risk profile to Council and the community.

### **Health and Safety**

The health and safety risks associated with undertaking this investigation work will be managed by standard Council processes.

## **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 Local Government Act 2002 sets out the power and responsibility of local authorities, including the Council's role in providing drainage services.

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

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

- *There is a safe environment for all*
- *Core utility services are provided in a timely and sustainable manner*

### **7.4. Authorising Delegations**

The Utilities and Roading Committee is responsible for activities related to stormwater drainage.

**Appendix I – Progress and status of the 61 Focus Areas**

Location	Allocated	Progress	Maintenance	CCTV & Jet	Survey
Newnham Street	Flood Team - Consolidation Projects	Underway		Planned	
Ivory Street	Roading	Underway			
Strachan Place	3 Waters	Underway	Planned	Complete	
310 Beach Road	3 Waters	BAU	Complete	Planned	
34 Mansfield Drive	Flood Team - Consolidation Projects	Underway		Planned	
364B Williams Street	Roading	Underway	Planned		
44 Bracebridge Street	Flood Team - Consolidation Projects	Underway		Planned	
46 A Fuller Street	Flood Team	Underway	Complete	Complete	Complete
52 Feldwick Drive	Roading	Underway			
59 Main North Road	3 Waters	BAU	Complete		
68 Sovereign Boulevard	3 Waters	Underway	Planned		
69 Old North Road	3 Waters	BAU			
Dale Street	Roading	Underway		Planned	
1 Wesley Street	Flood Team - Consolidation Projects	Underway		Planned	
Porter Place	3 Waters	Complete	Complete		
14 Kalmia Place	Flood Team - Consolidation Projects	Underway		Planned	
15 Cridland Street West	Flood Team	Underway		Planned	
169 Williams Street	Flood Team - Consolidation Projects	Underway		Planned	
26 Hamel Lane	3 Waters	Complete			
30 Williams Street	Roading	Complete			
39 Woodglen Drive	Flood Team - Consolidation Projects	Underway		Planned	
5 B Norton Place	PDU	Underway		Complete	Complete
189 Rangiora Woodend Road	Roading	Underway			
31 Broadway Avenue	Flood Team	BAU	Complete	Complete	Complete
12 Reserve Road, 14 Kiwi Avenue & 19 Cross Street	Flood Team	Underway	Complete	Complete	Complete
4 Swindells Road	PDU	Underway	Planned	Planned	Complete
Beach Road	PDU	Underway			
Batten Grove	Flood Team - Consolidation Projects	Underway	Planned		TBD
56 Featherstone Avenue	3 Waters	BAU			Complete
31 Pegasus Main Street	Flood Team - Consolidation Projects	Underway	Planned		

12 - 16 Kowhai Street	Flood Team - Consolidation Projects	Underway	Planned		
6 Weka Street	PDU	Underway		Complete	
Bay Road	3 Waters	Underway	Planned		
13 Queen Street	3 Waters	Complete	Complete		
23 Burnett Street	PDU	Underway	Planned		
189 High Street	PDU	Complete			
Pearson Drain	3 Waters	BAU	Planned		
494 Mill Road	3 Waters	Complete		Complete	
175 Mill Road	3 Waters	BAU	Planned		
181 McHughes Road	PDU	Underway			
Wilson Drive	3 Waters	Underway		Planned	
31 Victoria Street	3 Waters	BAU			
SH1	Roading	Underway			TBD
4 Macdonalds Lane	Flood Team	Underway	Planned		
11 Stalkers Road	Flood Team	Underway			TBD
820 Main North Road	3 Waters	Complete			
Skewbridge	Roading	Underway	Planned	Planned	
1649 Cust Road	Flood Team	Underway	Planned	Planned	
467 Earlys Road & 1689 Cust Road	Flood Team	Underway	Planned	Complete	
1838, 1840 & 1842 Cust Road	Flood Team	Underway	Planned		
105 Taaffes Glen Road	PDU	Complete			
217 Toppings Road	3 Waters	Underway			
51 Smarts Road	PDU	Underway			
556 Steffens Road	Roading	Underway			
730 Depot Road	Roading	Underway			
951 Upper Sefton	Roading	Underway	Planned		
Dixons Road	Roading	Underway			
Hodgsons Road	Roading	Underway			
Mt Thomas Road	3 Waters	Underway			
Ranui Mews	3 Waters	Underway	Planned	Complete	
Kairaki PS	3 Waters	Complete		Complete	

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR INFORMATION**

**FILE NO:** GOV-18 / 220728128380  
**REPORT TO:** Council  
**DATE OF MEETING:** 2 August 2022  
**FROM:** Dan Gordon, Mayor  
**SUBJECT:** Mayor's Diary  
 Wednesday 29 June to Tuesday 26 July 2022

**1. SUMMARY**

Attend regular meetings with the Chief Executive, Management Team and staff.

Wednesday 29 June	<p>Meetings: Canterbury Mayoral Forum pre Canterbury Regional Leadership Group: Covid Protection Framework; Rooding and Transport Portfolio Holders, with staff; Principal and students of Loburn School re petition on the Walking and Cycling Network Plan; Waitaha Primary Health Board Finance and Risk Committee; with staff re Council's submission on the Water Services Entities Bill (Three Waters Reform); drop-in session for Kaiapoi residents</p> <p>Attended: Rangiora Promotions Association 'Last Wednesday Club'</p>
Thursday 30 June	<p>Meetings: Canterbury Regional Leadership Group: Covid Protection Framework; with residents re 1) housing, 2) Covid mandates; 3) concerns re safety on Cosgrove Road, Kaiapoi, with Council's Rooding Manager; Audit NZ, with Finance Manager</p> <p>Attended: Farewell function for long-term staff member</p>
Friday 1 July	<p>Meetings: Business Relationship Manager, Rangiora Promotions; representatives of the Alwin G Heritage Trust and Kaiapoi business owners re restoration of the scow <i>Success</i>; resident and advocate re immigration issue; resident re legal process, with staff;</p> <p>Attended: and spoke at the retirement function for Allistair Odgers (R13 Youth Development Trust)</p> <p>Participated in "The Big Splash" fundraising event</p>
Saturday 2 July	<p>Attended: Woodend Menz Shed Open Day; Woodend vs Oxford rugby game at Gladstone Park</p> <p>Visited: Dave Blyth's car collection</p>
Sunday 3 July	<p>Attended: Seafarers' Service at St Bart's, Kaiapoi; Exhibition opening at Chamber Gallery</p>

Monday 4 July	<p>Interview: Newstalk ZB re damage caused at Kaiapoi Cemetery</p> <p>Meetings: Communities 4 Local Democracy Co-Ordinating Group; residents re 1) planning query, 2) deputation process;</p> <p>Attended: Emergency Management Workshop on AF8; opening of Wellbeing North Canterbury new offices; launch of book '<i>Drinking with Li Bai</i>'</p>
Tuesday 5 July	<p>Meetings: Associate Minister of Local Government, Hon Kieran McAnulty, with Councillors; briefing on upcoming agenda of Greater Christchurch Partnership; monthly meeting of Council; with members of the Youth Council re Youth Awards proposal</p>
Wednesday 6 July	<p>Meetings: Waitaha Primary Health Board, including CEO performance review; Oxford-Ohoka Community Board</p> <p>Attended: Farewell function for departing members of Waitaha Primary Health Board</p>
Thursday 7 July	<p>Interviews: Compass FM; David Hill, North Canterbury News</p> <p>Meetings: Canterbury Mayoral Forum re submission on Water Services Entity Bill; Waimakariri Economic Development Strategy Review (Workshop 1); resident regarding recycling concerns; Canterbury Regional Public Service Team, with Acting Chief Executive</p> <p>Judged: Final of North Canterbury Primary Schools Debating Competition, at Amberley School</p>
Friday 8 July	<p>Meetings: Greater Christchurch Partnership Committee; Canterbury Mayors re Te Kaha Multi-Use Arena; developer, with Acting Chief Executive</p> <p>Attended: Canterbury Architecture Awards</p>
Saturday 9 July	<p>Attended: Rugby game Oxford v Hurunui, at Oxford Oval</p>
Monday 11 July	<p>Meetings: Communities 4 Local Democracy Plenary Group; planning for Community Services Awards, with staff; with resident re consenting concern; Housing Working Group; Woodend-Sefton Community Board</p> <p>Attended: Funeral of Peter Fenwick</p>
Tuesday 12 July	<p>Interview: Compass FM</p> <p>Meetings: Briefings to Council; Extraordinary Meeting of Council to consider development matter; Ohoka Residents' Group public meeting on Plan Change 31</p>
Wednesday 13 July	<p>Meetings: Canterbury Mayoral Forum pre Canterbury Regional Leadership Group: Covid Protection Framework; Roding and Transport Portfolio Holders, with staff; representative of Rangiora Lions; resident re proposed mountain bike trail, with ENC representative; developer re consenting concerns; Rangiora Airfield sub-committee</p> <p>Attended: 5<sup>th</sup> birthday celebration of Pegasus Community Cuppa, acknowledging Ronel Stephens' commitment throughout that time; Kaiapoi Promotions Association 'Korero'</p>



Thursday 14 July	<p>Meetings: Communities 4 Local Democracy Co-Ordinating Group; Canterbury Regional Leadership Group: Covid Protection Framework; Waimakariri Irrigation Ltd</p> <p>Attended: and spoke at launch of Canterbury Regional Workforce Plan; Art on the Quay Exhibition Opening</p>
Friday 15 July	<p>Attended: Retirement function for Waitaha Primary Health staff member</p> <p>Officially opened the Kaiapoi Art Expo</p>
Saturday 16 July	<p>Attended: Blackwell's Fire &amp; Ice Festival; The Pines Kairaki Volunteer Fire Brigade Honours Evening, presenting a Gold Star Award (25 years' service) to Rural Fire Officer and former Controller, Tony Howlett</p> <p>Involved in Kaiapoi Art Expo</p>
Sunday 17 July	<p>Meeting: Resident, re Ohoka Plan Change 31</p> <p>Involved in Kaiapoi Art Expo</p>
Monday 18 July	<p>Meetings: Communities 4 Local Democracy Co-ordinating Group; on-site at Mulcocks/Lineside Roads intersection with Matt Doocey MP, Waka Kotahi, concerned business owner and Council's Rooding Manager; Matt Doocey MP, with Council's Acting Chief Executive; Evaluation Panel to assess proposals re BNZ Corner Rangiora; with resident in Oxford re drainage issues, along with Councillor Mealings and Acting Chief Executive</p> <p>Attended: Oxford Promotions 'Mix'nMingle' Function</p>
Tuesday 19 July	<p>Interview: Compass FM</p> <p>Meetings: Pre-meeting briefing of Regional Road Safety Working Group; Audit and Risk Committee; on-site with residents on Upper Sefton Road re roading/flooding concerns, with Councillors Redmond and Williams and Rooding staff; Community and Recreation Committee; Ashley River Rakahuri Regional Reach Advisory Group</p>
Wednesday 20 July	<p>Meeting: Communities 4 Local Democracy Co-ordinating Group</p> <p>Attended: Day 1 of Local Government NZ Conference (Palmerston North) with Deputy Mayor Atkinson</p>
Thursday 21 July	<p>Meeting: Ministry for the Environment Housing Intensification variations, with staff</p> <p>Attended: Day 2 Local Government NZ Conference (Palmerston North) with Deputy Mayor Atkinson</p>
Friday 22 July	<p>Meetings: Council's submission on the Water Services Entities Bill (Three Waters Reform), with staff</p> <p>Attended: Day 3 Local Government NZ Conference (Palmerston North) with Deputy Mayor Atkinson, and Excellence Awards Evening</p>
Saturday 23 July	<p>Meeting: Lions' District Cabinet, at Woodend</p> <p>Attended: Council's Social Club mid-winter dinner</p>
Monday 25 July	<p>Attended: Pōwhiri for the new Principal, Kaiapoi High School; afternoon tea with Friends of Oxford Hospital</p> <p>Meeting: Resident re Oxford Speed Limits</p>

Tuesday 26 July	Interview: Compass FM Meetings: Residents re 1) development proposal, 2) proposed property purchase; Youth Council
-----------------	---

**THAT** the Council:

- a) **Receives** report N°. 220728128380



Dan Gordon  
**MAYOR**