



Agenda

**Notice is hereby given of
an Ordinary Council Meeting**

Tuesday 18 August 2020

Commencing at 9.30am

Waimate Event Centre
Paul Street
Waimate

www.waimatedc.govt.nz

Notice is hereby given that a meeting of the Council will be held in the Waimate Event Centre, Paul Street, Waimate, on Tuesday 18 August 2020, commencing at 9.30am.

Elected Members

Craig Rowley	Chairperson
Sharyn Cain	Deputy Chairperson
Fabia Fox	Councillor
Sandy McAlwee	Councillor
Miriam Morton	Councillor
Tom O'Connor	Councillor
David Owen	Councillor
Colin Pankhurst	Councillor
Sheila Paul	Councillor

Quorum – no less than five members

Significance Consideration

Evaluation: Council officers, in preparing these reports have had regard to Council's Significance and Engagement Policy. Council and Committee members will make the final assessment on whether the subject under consideration is to be regarded as being significant or not. Unless Council or Committee explicitly determines that the subject under consideration is to be deemed significant then the subject will be deemed as not being significant.

Decision Making

The Council, in considering each matter, must be:

- i. Satisfied that it has sufficient information about the practicable options and their benefits, costs and impacts, bearing in mind the significance of the decision;
- ii. Satisfied that it knows enough about and will give adequate consideration to the views and preferences of affected and interested parties bearing in mind the significance of the decisions to be made.

Stuart Duncan
Chief Executive

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OPENING

1 COUNCIL PRAYER

Pastor Jim DeLor of Calvary Chapel will open the meeting with a prayer and light the Ministers Association candle

2 PUBLIC FORUM

3 APOLOGIES

The Chair will call for any apologies.

4 VISITORS

5 CONFLICTS OF INTEREST

As per the Local Authorities (Members' Interests) Act 1968 (as below), the Chair will enquire if there are any Conflicts of Interest to be declared on any item on the agenda, and if so, for any member to declare this interest.

Local Authorities (Members' Interests) Act 1968

Councillors are reminded that if they have a pecuniary interest in any item on the agenda, then they must declare this interest and refrain from discussing or voting on this item and are advised to withdraw from the meeting table.

6 IDENTIFICATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

1. The Chair will call for any major (urgent business) or minor items not on the agenda to be raised according to Standing Orders, as below:

- a. **Standing Orders 3.7.5 – Major Items**

An item not on the agenda for a meeting may be dealt with at the meeting if the local authority by resolution so decides, and the presiding member explains at the meeting at a time when it is open to the public –

- i. The reason why the item was not listed on the agenda; and
 - ii. The reason why discussion of the item cannot be delayed until a subsequent meeting.

- b. **Standing Orders 3.7.6 – Minor Items**

An item not on the agenda for a meeting may be dealt with at the meeting if –

- i. That item is a minor matter relating to the general business of the local authority; and
 - ii. The presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
 - iii. No resolution, decision, or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion.

MINUTES**7 CONFIRMATION OF MINUTES****7.1 MINUTES OF THE COUNCIL MEETING HELD ON 23 JUNE 2020**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

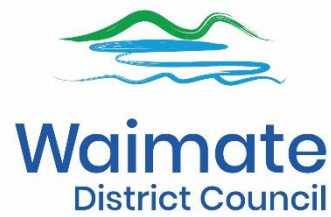
Attachments: 1. Minutes of the Council Meeting held on 23 June 2020

PURPOSE

For the unconfirmed Minutes of the Council Meeting held on 23 June 2020 to be presented for confirmation.

RECOMMENDATION

That the Minutes of the Council Meeting held on 23 June 2020 be adopted as a true and correct record.



MINUTES

Ordinary Council Meeting

23 June 2020

**MINUTES OF WAIMATE DISTRICT COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBER, WAIMATE DISTRICT COUNCIL, 125 QUEEN STREET,
WAIMATE ON TUESDAY 23 JUNE 2020, COMMENCING AT 9.30AM**

PRESENT: Chair Craig Rowley, Deputy Mayor Sharyn Cain, Cr Fabia Fox, Cr Sandy McAlwee, Cr Tom O'Connor, Cr David Owen, Cr Colin Pankhurst, Cr Sheila Paul

APOLOGIES: Cr Miriam Morton

IN ATTENDANCE: Stuart Duncan (Chief Executive), Paul Cooper (Regulatory and Compliance Group Manager), Fiona Hester-Smith (Human Resources Manager), Carolyn Johns (Community and Strategy Group Manager), Michelle Jones (Executive Support Manager), Tina Stevenson (Corporate Services Group Manager), Melissa Thomson (Accountant), Karalyn Reid (Committee Secretary)

OPENING

1 COUNCIL PRAYER

Rev Indrea Alexander, of Waimate Cooperating Parish, opened the Council Meeting with a prayer and lit the Ministers' Association candle.

2 PUBLIC FORUM

There were no speakers at the Public Forum.

3 APOLOGIES

RESOLUTION 2020/25

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Tom O'Connor

That apologies from Cr Miriam Morton be received and accepted.

CARRIED

4 VISITORS

10.00am – Aoraki Foundation

5 CONFLICTS OF INTEREST

The Chair called for Conflicts of Interests. There were no Conflicts of Interest identified.

6 IDENTIFICATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

There were no major/minor items identified.

MINUTES

7 CONFIRMATION OF MINUTES

7.1 MINUTES OF THE COUNCIL MEETING HELD ON 2 JUNE 2020

RESOLUTION 2020/26

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Fabia Fox

That the Minutes of the Council Meeting held on 2 June 2020 be adopted as a true and correct record.

CARRIED

7.2 MINUTES OF THE EXTRAORDINARY COUNCIL MEETING HELD ON 4 JUNE 2020

RESOLUTION 2020/27

Moved: Cr David Owen

Seconded: Cr Colin Pankhurst

That the Minutes of the Extraordinary Council Meeting held on 4 June 2020 be adopted as a true and correct record.

CARRIED

8 RECEIPT OF MINUTES

Nil

REPORTS

9 MAYOR'S REPORT

9.1 MAYOR'S REPORT

RESOLUTION 2020/28

Moved: Chair Craig Rowley

Seconded: Cr Tom O'Connor

That the Mayor's Report is accepted.

CARRIED

10 DEPUTY MAYOR'S REPORT**10.1 DEPUTY MAYOR'S REPORT****RESOLUTION 2020/29**

Moved: Deputy Mayor Sharyn Cain

Seconded: Chair Craig Rowley

That the Deputy Mayor's Report is accepted.

CARRIED**11 COUNCILLORS' REPORTS****11.1 COUNCILLORS' REPORT****RESOLUTION 2020/30**

Moved: Cr Sheila Paul

Seconded: Cr David Owen

That the Councillors' Report is accepted.

CARRIED**12 CHIEF EXECUTIVE'S REPORT**

Nil

13 COUNCIL ACTIONS REPORT

Nil

14 HUMAN RESOURCES REPORT**14.1 HUMAN RESOURCES REPORT****RESOLUTION 2020/31**

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Tom O'Connor

That the Human Resources Report be accepted.

CARRIED**15 HEALTH AND SAFETY REPORT**

Nil

16 AUDIT AND RISK COMMITTEE REPORT**16.1 AUDIT AND RISK COMMITTEE CHAIR'S REPORT****RESOLUTION 2020/32**

Moved: Cr Tom O'Connor

Seconded: Cr Sheila Paul

That the Audit and Risk Committee Chair's Report be accepted.

CARRIED**17.2 EXPENDITURE VARIATION REPORT FOR THE 9 MONTHS ENDED 31 MARCH 2020****RESOLUTION 2020/33**

Moved: Cr Sheila Paul

Seconded: Deputy Mayor Sharyn Cain

That the Expenditure Variation Report for the 9 months ended 31 March 2020 report is accepted.

CARRIED**17.3 ADOPTION OF WAIMATE DISTRICT COUNCIL ANNUAL PLAN 2020/21**

Council considered the adoption of the Waimate District Council Annual Plan for the 2020/21 financial year.

RESOLUTION 2020/34

Moved: Chair Craig Rowley

Seconded: Cr Fabia Fox

1. That the Adoption of the Waimate District Council Annual Plan 2020/21 report is accepted; and
2. That Council resolves to permit an unbalanced budget in accordance with Section 100 of the Local Government Act 2002 for the year 1 July 2020 to 30 June 2021; and
3. That the Annual Plan 2020/21 is adopted in accordance with Section 93 of the Local Government Act 2002.

CARRIED**Note:**

Staff were commended for their work in producing an attractive, easy-to-read and informative Annual Plan during a difficult and challenging period.

17.4 RESOLUTION TO SET RATES FOR 2020/21

Council considered the setting and assessment of rates and the due dates for payment, for the 2020/21 financial year commencing 1 July 2020 and ending 30 June 2021.

RESOLUTION 2020/35

Moved: Chair Craig Rowley

Seconded: Cr Sheila Paul

1. That the Resolution to Set Rates for 2020/21 report be accepted; and
2. Waimate District Council resolves to set and assess rates under the Local Government (Rating) Act 2002, on rating units in the district for the financial year commencing 1 July 2020 and ending 30 June 2021, as follows; and
3. That Council set the following due dates for each instalment, of an equal amount:

	Instalment Period	Instalment Due Date
Instalment 1	1 July 2020 – 30 September 2020	28-Aug-20
Instalment 2	1 October 2020 – 31 December 2020	27-Nov-20
Instalment 3	1 January 2021 – 31 March 2021	26-Feb-21
Instalment 4	1 April 2021 – 30 June 2021	28-May-21

Payment of Rates

Rates shall be payable by cash, cheque or eftpos (debit card) at the Local Government Centre, 125 Queen Street, Waimate or electronically via the use of Automatic Payment or Direct Debit facilities, internet or phone banking.

CARRIED

District Rates 2020/21

Note:

- a Values (such as Capital Value and units) use estimates for 2020/21 as close as possible to 30 June 2020.
- b All monetary values throughout the tables within this resolution are GST inclusive.
- c All figures have been prepared in accordance with Section 100 of the Local Government Act 2002, where a Local Authority must ensure that each year's operating revenues are set at a level sufficient to meet the year's projected operating expenses.

Council is setting rates for the 2020/21 rating year in accordance with the Annual Plan 2020/21 and the Funding Impact Statement as follows:

	Annual Plan 2020/21
General Rates	
1. General Rates	\$1,343,142
	\$1,343,142
Targeted Services	
2. Civic Amenities Rate - Targeted differential	3,068,471
3. Roading and Footpaths	3,253,172
4. Civil Defence	162,787
5. Sewer	644,243
6. St Andrews Sewer	9,766
7. Refuse Collection	544,012
8. Recycling	397,198
9. Rural Water Schemes (excluding Downlands)	1,564,649
10. Urban Water	929,409
11. Downlands Rural Water Supply	381,808
	\$10,955,514
Targeted Community Rates	
12. Waimate District Community Complex	218,827
13. Community Halls	56,748
	\$275,575
Total Rates	\$12,574,230

Total rates of \$12,574,230 will be payable in four equal instalments.

General Rate

A general rate is set as a rate in the dollar on the capital value of every Urban, Rural 1, Rural 2, Electricity generators and other transmission providers, and Forestry operators and forest blocks rating unit in accordance with the Rating Boundary Map for the Waimate District, assessed on a differential basis. The differential is based on land use for Electricity generators and other transmission providers, and Forestry operators and forest blocks or, for Urban, Rural 1, and Rural 2, where the land is situated and is classified as either Urban, Rural 1, or Rural 2. The Rating Boundary Map is available for inspection at the Council office, 125 Queen Street, Waimate.

Differential

The General Rates required from each differential sector is calculated on an activity-by-activity basis as described in the Funding Needs Analysis.

The object of including a differential in the General Rate is to achieve a fair and equitable distribution of the general rate between categories of land having regard to meeting the current and future needs of the community 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 by providing infrastructure, services, and performance that are: efficient, and effective, and appropriate to present and anticipated future circumstances.

A component of the general rate requirement is funded by investment returns. In the case of negative differential, the activities' funding requirement is less than the investment returns applicable to that type of land use.

General Rate	Differential Factor	General Rate per dollar of Capital Value for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Urban	1.00	\$ 0.0007628	\$ 444,217
Rural 1	0.31	\$ 0.0002338	\$ 773,341
Rural 2	0.28	\$ 0.0002145	\$ 125,584
Total Revenue			\$ 1,343,142

Targeted Rates**Civic Amenities Rate**

The Civic Amenities Rate contributes towards the funding of the following activities:

- . Community Representation
- . Community Property (Public Toilets)
- . Library
- . Cemeteries
- . Parks and Public Spaces
- . Swimming
- . Waste Management (Resource Recovery Park Operation)

The Civic Amenities Rate is set and assessed, for Electricity generators and other transmission providers, and Forestry operators and forest blocks, on land use, for Business 1 and Business 2 rating units, as defined in the Waimate District Plan, or for Urban, Rural 1, and Rural 2 on each separately used or inhabited parts of a rating unit (as defined above).

Differential

The Civic Amenities Rate is assessed on a differential basis. The differential is based on land use for Electricity generators and other transmission providers, Large Industrials, and Forestry operators and forest blocks, definition of Business 1 or Business 2 within the Waimate District Plan or, for Urban, Rural 1, and Rural 2, where the land is situated and is classified as either Urban, Rural 1, or Rural 2. The Civic Amenities Rates required from each differential sector is calculated on an activity-by-activity basis as described in the Funding Needs Analysis.

The object of including a differential in the Civic Amenities Rate is to achieve a fair and equitable distribution of the targeted rate between categories of land having regard to meeting the current and future needs of the community 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 by providing infrastructure, services, and performance that are: efficient, and effective, and appropriate to present and anticipated future circumstances.

Civic Amenities Rate	Differential Factor	Civic Amenities Rate for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Urban (On SUIP)	1.00	\$ 806.80	\$ 1,415,970
Rural 1 (On SUIP)	0.97	\$ 781.00	\$ 1,325,351
Rural 2 (On SUIP)	0.91	\$ 732.40	\$ 205,796
Business 1 and Business 2 (On per rating unit)	0.38	\$ 304.00	\$ 25,540
Electricity generators and other transmission providers (On capital value)	0.0000003	\$ 0.0002234	\$ 82,974
Large Industrials (On capital value)	0.0000002	\$ 0.0001280	\$ 10,866
Forestry operators and forest blocks (On capital value)	0.0000001	\$ 0.0001147	\$ 1,976
Total Revenue			\$ 3,068,471

Roading and Footpaths Rate

The Roothing and Footpaths targeted rate is set as a rate in the dollar on the capital value of every Urban, Rural 1, Rural 2, Electricity generators and other transmission providers, and Forestry operators and forest blocks rating unit in accordance with the Rating Boundary Map for the Waimate District, assessed on a differential basis. The differential is based on land use for Electricity generators and other transmission providers, and Forestry operators and forest blocks or, for Urban, Rural 1, and Rural 2, where the land is situated and is classified as either Urban, Rural 1, or Rural 2.

Differential

The Targeted Rates required from each differential sector is calculated on an activity-by-activity basis as described in the Funding Needs Analysis.

The object of including a differential in the Roothing and Footpaths Rate is to achieve a fair and equitable distribution of the targeted rate between categories of land having regard to meeting the current and future needs of the community 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 by providing infrastructure, services, and performance that are: efficient, and effective, and appropriate to present and anticipated future circumstances.

Targeted Rate	Differential Factor	Targeted Rate for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Urban	1.00	\$ 0.0005543	\$ 322,779
Rural 1	1.12	\$ 0.0006210	\$ 2,054,318
Rural 2	1.02	\$ 0.0005675	\$ 332,282
Electricity generators and other transmission providers	1.85	\$ 0.0010266	\$ 381,338
Forestry operators and forest blocks	17.02	\$ 0.0094336	\$ 162,453
Total Revenue			\$ 3,253,172

Civil Defence Rate

The Civil Defence targeted rate is set as a rate in the dollar on the capital value of every Urban, Rural 1, Rural 2, and Electricity generators and other transmission providers rating unit in accordance with the Rating Boundary Map for the Waimate District, assessed on a differential basis. The differential is based on land use for Electricity generators and other transmission providers or, for Urban, Rural 1, and Rural 2, where the land is situated and is classified as either Urban, Rural 1, or Rural 2.

Differential

The Targeted Rates required from each differential sector is calculated on an activity-by-activity basis as described in the Funding Needs Analysis.

The object of including a differential in the Civil Defence Rate is to achieve a fair and equitable distribution of the targeted rate between categories of land having regard to meeting the current and future needs of the community 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 by providing infrastructure, services, and performance that are: efficient, and effective, and appropriate to present and anticipated future circumstances.

Targeted Rate	Differential Factor	Targeted Rate for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Urban	1.00	\$ 0.0000291	\$ 16,930
Rural 1	1.13	\$ 0.0000327	\$ 108,253
Rural 2	1.03	\$ 0.0000300	\$ 17,548
Electricity generators and other transmission providers	1.86	\$ 0.0000540	\$ 20,055
Total Revenue			\$ 162,787

Sewer Rate

The Sewer targeted rate is set based on the provision or availability of service provided to the rating unit. The Sewer targeted rate is differentiated based on the connection or the number of water closets available and contributes towards the funding of the Sewerage and Sewage activity as follows:

- a) Serviced - The number of connections (within each rating unit) to the Council's sewer reticulation system
- b) Unserviced - Rating units not connected to the Waimate sewer scheme but where the service is available/provided
- c) Number of water closets within a Rating Unit (with more than 2 but less than 11 water closets) per water closet
- d) Number of water closets within a Rating Unit (11 or more water closets) per water closet

Sewer Rate	Category	Differential Factor	Sewer charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Sewer Serviced	a) Serviced - The number of water closets and urinals (for a residential unit or with 2 or less within each rating unit) to the Council's sewer reticulation system	1.00	\$ 321.40	\$ 555,670
Sewer Unserviced	b) Unserviced - Rating units not connected to the Waimate sewer scheme but where the service is available/provided	0.50	\$ 160.70	\$ 18,319
Sewer Multi 1	c) Number of water closets and urinals within a Rating Unit (with more than 2 but less than 11 water closets and urinals) per water closet and urinal	0.80	\$ 257.10	\$ 42,680
Sewer Multi 2	d) Rating Unit (11 or more water closets and urinals) per water closet and urinal	0.60	\$ 192.80	\$ 27,575
Total Revenue				\$ 644,243

St Andrews Sewer Rate

The St Andrews Sewer targeted rate is set based on the service provided to the rating unit and charged per applicable rating unit. A list of applicable rating units is available for inspection at the Council office, 125 Queen Street, Waimate. The St Andrews Sewer targeted rate contributes towards the funding of the Sewerage and Sewage activity as follows:

Rate	Category	Sewer charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
St Andrews Sewer	Extent of provision of service	\$ 177.60	\$ 9,766
Total Revenue			\$ 9,766

Refuse Collection

The Refuse Collection targeted rate is set based on the provision of service provided to the rating unit. The Refuse Collection targeted rate is differentiated based on the extent of the provision of the service and contributes towards the funding of the Waste Management activity as follows:

- a) Urban rating units - 80 litre refuse bin (weekly collection)
- b) Rural rating units - 240 litre refuse bin (fortnightly collection)
- c) Commercial rating units - 80 litre refuse bin (weekly collection)
- d) Urban Commercial rating units - 240 litre refuse bin (weekly collection)
- e) Riverside collective refuse bins (fortnightly collection)

Rate - Bin	Category	Differential Factor	Refuse collection for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Urban 80L	a) Urban rating units - 80 litre refuse bin (weekly collection)	1.00	\$ 201.60	\$ 335,056
Rural 240L	b) Rural rating units - 240 litre refuse bin (fortnightly collection)	1.50	\$ 302.40	\$ 182,043
Commercial 80L	c) Commercial rating units - 80 litre refuse bin (weekly collection)	1.00	\$ 201.60	\$ 5,443
Commercial 240L	d) Urban Commercial rating units - 240 litre refuse bin (weekly collection)	3.00	\$ 604.80	\$ 18,749
Riverside Collective	e) Riverside collective refuse bins (fortnightly collection)	0.50	\$ 100.80	\$ 2,722
Total Revenue				\$ 544,012

Recycling

The Recycling targeted rate is set according to the provision or availability of service provided to the rating unit. A map of the recycling route is available for inspection at the Council office, 125 Queen Street, Waimate. The Recycling targeted rate is differentiated based on the extent of the provision or availability of the service and contributes towards the funding of the Waste Management activity as follows:

- Serviced recycling rating units - SUIP (or service received where SUIP is not applicable, ie Commercial Properties receiving a service) on the a) recycling collection route
- Unserviced recycling rating units - SUIP (or service received where SUIP is not applicable, ie Commercial Properties receiving a service) not b) on the recycling collection route but provided with a drop off point

Rate	Category	Differential Factor	Recycling charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Recycling collection	a) Serviced recycling rating units - SUIP (or service received where SUIP is not applicable, ie Commercial Properties receiving a service) on the recycling collection route	1.00	\$ 133.20	\$ 273,369
Resource Recovery drop off	b) Unserviced recycling rating units - SUIP (or service received where SUIP is not applicable, ie Commercial Properties receiving a service) not on the recycling collection route but provided with a drop off point	0.50	\$ 66.60	\$ 123,829
Total Revenue				\$ 397,198

Rural Water

The Rural Water supply targeted rates are set based on the water allocation provided to each rating unit. The rate is assessed on a per litre of water supplied per day and contributes towards the funding of the water supplied to the Cannington, Hook/Waituna, Lower Waihao, Otaio/Makikihi, Waihaorunga and Waikakahi rural water schemes included in the Rural Water activity as follows:

Rural Water Scheme	Water Supply per litre charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Cannington-Motukaika	\$ 0.2176	\$ 85,601
Lower Waihao normal supply	\$ 0.3171	\$ 299,911
Otaio-Makikihi	\$ 0.2935	\$ 293,317
Waihaorunga	\$ 0.4304	\$ 138,674
Waikakahi	\$ 0.3360	\$ 377,394
Hook-Waituna domestic supply	\$ 0.2359	\$ 363,342
Hook-Waituna irrigation supply (55%)	\$ 0.1298	\$ 6,410
Total Revenue		\$ 1,564,649

Urban Water

The Urban Water targeted rate is set based on the provision or availability of service provided to the rating unit in the township of Waimate. The Urban Water targeted rate is differentiated based on the connection and contributes towards the funding of the Urban Water activity as follows:

- a) Serviced - The number of connections (within each rating unit) to the Council's urban water reticulation system
- b) Unserviced - Rating units not connected to the Waimate urban water scheme but where the urban water reticulation is available for connection

Rate	Category	Differential Factor	Water Supply charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Water Scheme Urban	a) Serviced - The number of connections (within each rating unit) to the Council's urban water reticulation system	1.00	\$ 466.10	\$ 912,630
Water Scheme Urban Vacant	b) Unserviced - Rating units not connected to the Waimate urban water scheme but where the urban water reticulation is available for connection	0.50	\$ 233.10	\$ 16,780
Total Revenue				\$ 929,409

Downlands Rural Water Supply

The Downlands water scheme is a Joint venture between Timaru, MacKenzie and Waimate District Councils. The scheme is administered by Timaru District Council who determine the charge per connection type. Each Council sets the rate for the connections within its district and collects the revenue on behalf of the Joint Venture. The connections are differentiated by location of the rating unit whether within the St Andrews township where a Domestic charge is rated, as opposed to outside the township where a Service charge on the number of connections and Unit/Point charge on the units of water is charged as follows:

Rate	Water Supply charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Domestic	\$ 769.00	\$ 54,599
Unit/Point	\$ 220.00	\$ 183,920
Service	\$ 549.00	\$ 143,289
Total Revenue		\$ 381,808

Waimate Event Centre

The Waimate Event Centre targeted rate is set on a uniform basis and is assessed on the district wide number of separately used or inhabited parts of a rating unit (as defined above) and contributes towards investigation and/or refurbishment of the existing stadium and fully funds principal and interest repayments on borrowings on any refurbishment of the existing stadium as follows:

Rate	Category	Rate for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
Waimate Event Centre	Charged per separately used or inhabited parts of a rating unit	\$ 58.60	\$ 218,827
Total Revenue			\$ 218,827

NOTE: Refer to Council's Rates Remission Policy, Remission 5.10 as published in the Long Term Plan 2018-28 for remissions applicable to the Waimate Event Centre targeted rate.

Community Halls

The Hall rates are set on an SUIP basis and are based on where the land is situated in relation to each hall. A map of SUIP's relative to each hall is available for inspection at the Council office, 125 Queen Street, Waimate.

Community Hall	Hall charge for 2020/21 (GST inclusive)	Revenue 2020/21 (GST inclusive)
St Andrews Hall	\$ 29.00	\$ 4,524
Ikawai Memorial Hall	\$ 40.30	\$ 4,272
Arno Hall	\$ 28.80	\$ 3,139
Waihaorunga Hall	\$ 51.10	\$ 2,964
Glenavy Hall	\$ 34.50	\$ 7,832
Hunter Hall	\$ 40.00	\$ 2,920
Southburn Hall	\$ 50.00	\$ 4,000
Studholme Hall	\$ 28.80	\$ 1,901
Hook Hall	\$ 57.50	\$ 3,450
Kurow Memorial Hall	\$ 25.00	\$ 2,900
Willowbridge Hall	\$ 34.50	\$ 1,967
Waituna Creek Hall	\$ 35.00	\$ 4,515
Makikihi Hall	\$ 40.00	\$ 2,160
Otaio Hall	\$ 38.80	\$ 2,832
Lyalldale Hall	\$ 23.00	\$ 736
Bluecliffs Hall	\$ 46.00	\$ 2,530
Maungati Hall	\$ 40.00	\$ 2,520
Cattle Creek Hall	\$ 34.50	\$ 1,587
Total Revenue		\$ 56,748

17.5 2020/21 RATES PENALTIES RESOLUTION

Council considered the Rates Penalties regime for the 2020/21 financial year.

RESOLUTION 2020/36

Moved: Chair Craig Rowley

Seconded: Deputy Mayor Sharyn Cain

1. That the report 2020/21 Rates Penalties Resolution is accepted; and
2. That Council resolves to authorise the Rates Penalties regime for the 2020/21 financial year:

(a) An Additional Charge

An additional charge under section 58(1)(a) of 10% of any amount of an instalment that remains unpaid after the due date of that instalment will be added on, or after, 1 September 2020, 1 December 2020, 2 March 2021, and 1 June 2021 (respectively for each instalment).

(b) Further Additional Charges

A further additional charge under section 58(1)(b) and 58(1)(c) of 10% of any amount of rates that remain unpaid from previous financial years will be added on or after 1 July 2020 and 5 January 2021 if unpaid by then.

CARRIED

17 GENERAL REPORTS**17.1 PRESENTATION: AORAKI FOUNDATION - 10.00AM**

Aoraki Foundation Trustees Robyn Hewson and John Coles (as Council's representative) outlined the background of Aoraki Foundation, some projects they've recently funded in the Waimate District, sources and funding available including the Health Endowment Fund and the administration of specific tagged and untagged sub-trusts set up by private donors.

Item - 17.2 Expenditure Variation Report for the 9 months ended 31 March 2020 - has been moved to another part of the document.

Item - 17.3 Adoption of Waimate District Council Annual Plan 2020/21 - has been moved to another part of the document.

Item - 17.4 Resolution to Set Rates for 2020/21 - has been moved to another part of the document.

Item - 17.5 2020/21 Rates Penalties Resolution - has been moved to another part of the document.

The meeting was adjourned at 10.45am for morning tea
The meeting was reconvened at 11.03am.

18 CONSIDERATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

Nil

PUBLIC EXCLUDED

19 EXCLUSION OF THE PUBLIC REPORT

RESOLUTION TO EXCLUDE THE PUBLIC

RESOLUTION 2020/37

Moved: Cr Sheila Paul
 Seconded: Cr Tom O'Connor

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

The general subject matter 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 of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
19.1 - Public Excluded minutes of the Council Meeting held on 2 June 2020	s6(a) - the making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
19.2 - McNamaras Road Oxidation Pond Desludging	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
19.3 - Alpine Energy Shareholders Report - April 2020	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

CARRIED

20 RE-ADMITTANCE OF THE PUBLIC REPORT**RESOLUTION 2020/38**

Moved: Cr Sheila Paul

Seconded: Cr Sandy McAlwee

That Council moves out of Closed Council into Open Council.

CARRIED**MEETING CLOSURE**

There being no further business, the Chair declared the meeting closed at 11.49am.

The Minutes of this meeting are to be confirmed at the Ordinary Council Meeting scheduled on 18 August 2020.

.....
CHAIRPERSON

8 RECEIPT OF MINUTES

Nil

REPORTS

9 MAYOR'S REPORT

9.1 MAYOR'S REPORT

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: Nil

MAYORAL ACTIVITY

100th Birthday visit to Gladys Wilce – Lister Home

1. It was a pleasure to be able to deliver flowers to Mrs Wilce at Lister Home on her 100th birthday.



EXTERNAL MEETINGS & FUNCTIONS ATTENDED BY THE MAYOR

2. Outside of Waimate District Council meetings and general business from 13 June 2020 to 7 August 2020.

Date	Meetings and Functions
15 June 2020	Meeting with National Spokesperson for Agriculture – Hon David Bennett – St Andrews
16 June 2020	Meeting with ratepayer – Council
16 June 2020	Winter Air Briefing with Environment Canterbury staff – Council
17 June 2020	Lower Waitaki South Coastal Canterbury Zone Committee meeting – Waimate Event Centre
18 June 2020	Mayors' Taskforce for Jobs (MTFJ) Core Group Meeting – via Zoom
19 June 2020	Zone 5 Water Reforms Meeting – via Zoom
20 June 2020	Working bee installation of Ted d'Auvergne Sculpture & Platform – Waihao Forks
24 June 2020	Ted d'Auvergne Sculpture Fundraising Committee Meeting – Council
24 June 2020	Mayor's Open Forum – Council
24 June 2020	WDC Community & Sports and Sports Rural Travel Fund Committee Meeting – Council

25 June 2020	Food & Fibre Innovations Programme Governance Group Meeting – via Microsoft Teams
26 June 2020	Volunteer Thank You Morning Tea – Waimate Event Centre
26 June 2020	Meeting with Orari-Temuka-Opihi-Pareora and Lower Waitaki Zone Committee Chairs – Council
29 June 2020	Mayor's Gathering (Mackenzie, Timaru, Waimate and Waitaki) – Timaru
29 June 2020	Meeting with SCDHB and South Canterbury Mayors – Timaru
29 June 2020	South Canterbury Mayors and Chief Executives meeting on Alpine Directors – via Zoom
1 July 2020	Discussion on Alpine Directors – via Zoom
2 July 2020	SC Chamber of Commerce and SC Councils Meeting – via Zoom
3 July 2020	Mayoral Chat with OJ – The Breeze
6 July 2020	Discussion on Alpine Directors – via Zoom
7 July 2020	Discussion on MTFJ Community Recovery Programme Funding – Council
7 July 2020	MTFJ Community Recovery Programme Funding – via Zoom
8 July 2020	Lunch with National Party Leader Todd Muller – Timaru
10 July 2020	Zone 5 Water Reforms Meeting – via Zoom
10 July 2020	100 th Birthday visit to Gladys Wilce – Lister Home
16 July 2020	Waimate 50 Update with Rob Aikman – Council
20 July 2020	Meeting with ratepayer – Council
21 July 2020	Visit to Hakataramea
22 July 2020	Mayor and Chief Executive meeting with Sergeant Brian Ennis – Waimate Police Station
23 July 2020	Meeting with Dr Siddharth Vaishnav – Council
24 July 2020	Waimate Community Leadership Breakfast hosted by the Waimate Ministers' Association – Waimate Event Centre
27 July 2020	Joint Councillors Briefing on Mayoral Forum's Plan for Canterbury – Timaru
29 July 2020	Discussion with ECan staff on Zone Committee Review – via phone
29 July 2020	Chief Executive's Staff Annual Dress Up Fundraiser Morning Tea – Council
29 July 2020	Department of Internal Affairs Three Waters Roadshow – Timaru
30 July 2020	Ted d'Auvergne Sculpture Project Fundraising Committee Meeting – Council
31 July 2020	Mayoral Chat with OJ – The Breeze
3 August 2020	WDC Combined Rural Water Schemes Meeting – Council
5 August 2020	Food & Fibre Innovations Programme Governance Group Meeting – via Microsoft Teams
7 August 2020	Alpine Energy Director Interviews – Timaru

RECOMMENDATION

That the Mayor's Report is accepted.

10 DEPUTY MAYOR'S REPORT**10.1 DEPUTY MAYOR'S REPORT**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor
Authoriser: Tina Stevenson, Corporate Services Group Manager
Attachments: Nil



Image: Waimate Community Leadership Breakfast
Photographer: Sharyn Cain



Image: Three Waters Roadshow
Photographer: Sharyn Cain

EXTERNAL MEETINGS & FUNCTIONS ATTENDED BY THE DEPUTY MAYOR

Outside of Waimate District Council meetings and general business from 13 June 2020 to 7 August 2020.

Date	Meetings and Functions
16 June 2020	Winter Air Briefing with Environment Canterbury staff – Council
18 June 2020	LGNZ Webinar: Road to Zero
19 June 2020	Zone 5 Water Reforms Meeting – via Zoom
24 June 2020	Ted d'Auvergne Sculpture Fundraising Committee Meeting – Council

24 June 2020	WDC Community & Sports, Sports Rural Travel Fund Committee Meeting – Council
25 June 2020	Meeting with Mark Bourassa of Environment Canterbury re Clean Air & Healthy Homes – Timaru
26 June 2020	Waitaki River Erosion Meeting with ECan and Lower Waitaki Zone Committee on the land owner's property - Glenavy
26 June 2020	Meeting with Orari-Temuka-Opihi-Pareora and Lower Waitaki Zone Committee Chairs – Council
29 June 2020	SC Mayors and Chief Executives meeting on Alpine Directors – via Zoom
2 July 2020	Meeting with Chris Batstone re Waihao Wainono Catchment Community Group – Waimate
2 July 2020	Waimate Childcare Centre – Matariki concert
7 July 2020	Mayors' Taskforce for Jobs (MTFJ) Community Recovery Programme Meeting – via Zoom
7 July 2020	Guest visitor at Waimate Childcare Centre
8 July 2020	Lunch with National Party Leader Todd Muller – Timaru
9 July 2020	Lower Waitaki High Flows Meeting hosted by ECan – Waimate Event Centre
10 July 2020	Zone 5 Water Reforms Meeting – via Zoom
21 July 2020	Joint Councillor Workshop on Waste Contract – Timaru
24 July 2020	Waimate Community Leadership Breakfast hosted by the Waimate Ministers' Association – Waimate Event Centre
27 July 2020	Joint Councillors Briefing on Mayoral Forum's Plan for Canterbury – Timaru
29 July 2020	Department of Internal Affairs Three Waters Roadshow – Timaru
30 July 2020	Ted d'Auvergne Sculpture Project Fundraising Committee Meeting – Council
31 July 2020	Zone 5 Water Reforms Meetings – Christchurch (on behalf of Mayor)
3 August 2020	WDC Combined Rural Water Schemes Meeting – Council
6 August 2020	Women of Influence Virtual Speaker Series with Alison Mau, Beatrice Faumuina, Anjum Rahman and Kathryn Wilson – via online
9 August 2020	Present the Draft Mayoral Plan for Canterbury to Whanau Meeting at Waihao Marae (on behalf of Mayor)

RECOMMENDATION

That the Deputy Mayor's Report is accepted

11 COUNCILLORS' REPORTS**11.1 COUNCILLORS' REPORT**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor
Authoriser: Tina Stevenson, Corporate Services Group Manager
Attachments: Nil

PURPOSE

To present for the information of Council a register of external meetings and functions attended by Councillors outside of Waimate District Council meetings and general business from 13 June 2020 to 7 August 2020.

Cr Fabia Fox	
Date	Meetings and Functions
15 July 2020	Lower Waitaki South Coastal Canterbury Zone Committee Meeting – Waimate Event Centre
21 July 2020	Joint Councillor Workshop on Waste Contract – Timaru
27 July 2020	Joint Councillors Briefing on Mayoral Forum's Plan for Canterbury – Timaru District Council
29 July 2020	Department of Internal Affairs Three Waters Roadshow – Timaru
29 July 2020	Waimate District Resourcing Trust informal meeting – Waimate

Cr Sandy McAlwee	
Date	Meetings and Functions
15 June 2020	Meeting with National Spokesperson for Agriculture – Hon David Bennett – St Andrews
22 June 2020	Observer at Waste Services Tender Evaluation Meeting – Timaru
29 June 2020	Observer at Waste Services Tender Supplier Presentations – Timaru
20 July 2020	Observer at Waste Services Tender – Zoom meeting
21 July 2020	Joint Councillor Workshop on Waste Contract – Timaru
29 July 2020	Department of Internal Affairs Three Waters Roadshow – Timaru
3 August 2020	WDC Combined Rural Water Schemes Meeting – Council

Cr Miriam Morton	
Date	Meetings and Functions
16 June 2020	Winter Air Briefing with Environment Canterbury staff – Council
8 July 2020	Lunch with National Party Leader Todd Muller – Timaru
15 July 2020	CentreCare Waimate Committee Meeting & AGM – Waimate
24 July 2020	Waimate Community Leadership Breakfast hosted by the Waimate Ministers' Association – Waimate Event Centre
27 July 2020	Economic Development Strategy Group Meeting (left early) – Council
27 July 2020	Joint Councillors Briefing on Mayoral Forum's Plan for Canterbury – Timaru
29 July 2020	Department of Internal Affairs Three Waters Roadshow – Timaru

Cr Tom O'Connor	
Date	Meetings and Functions
15 June 2020	Meeting with National Spokesperson for Agriculture Hon David Bennett – St Andrews
6 July 2020	Orari-Opihi-Temuka-Pareora (OTOP) Zone Committee Meeting – Timaru
6 July 2020	Pareora Catchment Society Meeting – Southburn
25 July 2020	Funeral of St Andrews resident
3 August 2020	OTOP Zone Committee Meeting – Timaru
3 August 2020	Pareora Catchment Society – Southburn

Cr Sheila Paul	
Date	Meetings and Functions
16 June 2020	Waitaki Users Group Meeting – Van't Klooster's property
9 July 2020	Lower Waitaki High Flows meeting – Waimate Event Centre
24 July 2020	Waimate Community Leadership Breakfast hosted by the Waimate Ministers' Association – Waimate Event Centre
29 July 2020	Department of Internal Affairs Three Waters Workshop – Timaru
31 July 2020	Lower Waitaki River Rating District Meeting – Waitaki Bridge Hall
31 July 2020	Glenavy School COVID-19 burying of time capsule and opening of renovated community and school library
03 August 2020	Combined Rural Water Schemes Meeting – Council

RECOMMENDATION

That the Councillors' Report is accepted.

12 CHIEF EXECUTIVE'S REPORT

Nil

13 COUNCIL ACTIONS REPORT**13.1 OUTSTANDING COUNCIL ACTIONS REPORT - PUBLIC**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. Outstanding Council Actions Report - Public [↓](#) 

PURPOSE

For the Outstanding Council Actions Report – Public to be presented for the information of Council.

RECOMMENDATION

That the Outstanding Council Actions Report – Public is accepted.

Meeting	Officer/Director	Section	Subject
Council 31-May-18	Duncan, Stuart	General Reports	Library development
RESOLUTION 2018/40			
That Council proceed with the plan for the redevelopment of the Library including the whole Council building, and fund the investigation and scoping report to the sum of \$100,000 from the 2130 Property Reserve in the year 2020/21.			
Note:			
The recommendations from the scoping exercise will go out to full public consultation before incurring further expenditure.			
26 May 2020 - The non-financial planning part of the project will proceed in the background, however, due to the disruptions of the COVID-19 pandemic it is suggested that the project be deferred 12 months and reconsidered then.			

Meeting	Officer/Director	Section	Subject
Council 19-Feb-19	Mitchell, Dan	General Reports	Waste Compactor - Waimate Resource Recovery Park
RESOLUTION 2019/14			
That Council approves the purchase and installation of a second hand waste compactor for the Waimate Resource Recovery Park.			
10 Aug 2020 - Compactor installed, awaiting contract documentation from Alpine Energy			

Meeting	Officer/Director	Section	Subject
Council 04-Jun-20	Mitchell, Dan	Motion	Waimate District Rubbish & Recycling Services Consultation - Decision
RESOLUTION 2020/27			
That Council agree to Option A – multi-bin system for the Waimate District Rubbish and Recycling Services, with the following considerations to be investigated and discussed by Council officers and the successful contractor:			
<ul style="list-style-type: none"> a. Bin capacity b. Assisted collections c. Voluntary extensions in some rural areas d. No organic and/or glass bin. 			
10 Aug 2020 - Contract award expected 18 August 2020			

14 HUMAN RESOURCES REPORT**14.1 HUMAN RESOURCES REPORT**

Author: Fiona Hester-Smith, Human Resources Manager
Authoriser: Fiona Hester-Smith, Human Resources Manager
Attachments: Nil

PURPOSE

1. For the Human Resources Manager to update Council.

RECRUITMENT

Position	Permanent / Temporary	Replacement or New Position
Accounts Payable Officer	Permanent	Replacement
Asset Group Administrator	Permanent	Replacement
Planner	Permanent	New
Lakes Supervisor	Temporary	Seasonal
Pool Supervisor	Temporary	Seasonal
Pool Attendants	Temporary	Seasonal
Refuse Truck Driver and assistant	Temporary	Seasonal

2. We have recently completed the recruitment for the following replacement positions, Communications Officer and Part Time Library Assistant.
3. A resignation has been received from the Parks and Reserves Manager.

STAFF STATISTICS**PERMANENT STAFF**

Month	Total	Full Time	Part Time	FTE
May-20	63	43	20	52.04
June-20	64	44	20	53.04
July-20	63	44	19	52.51

TEMPORARY AND CASUAL STAFF

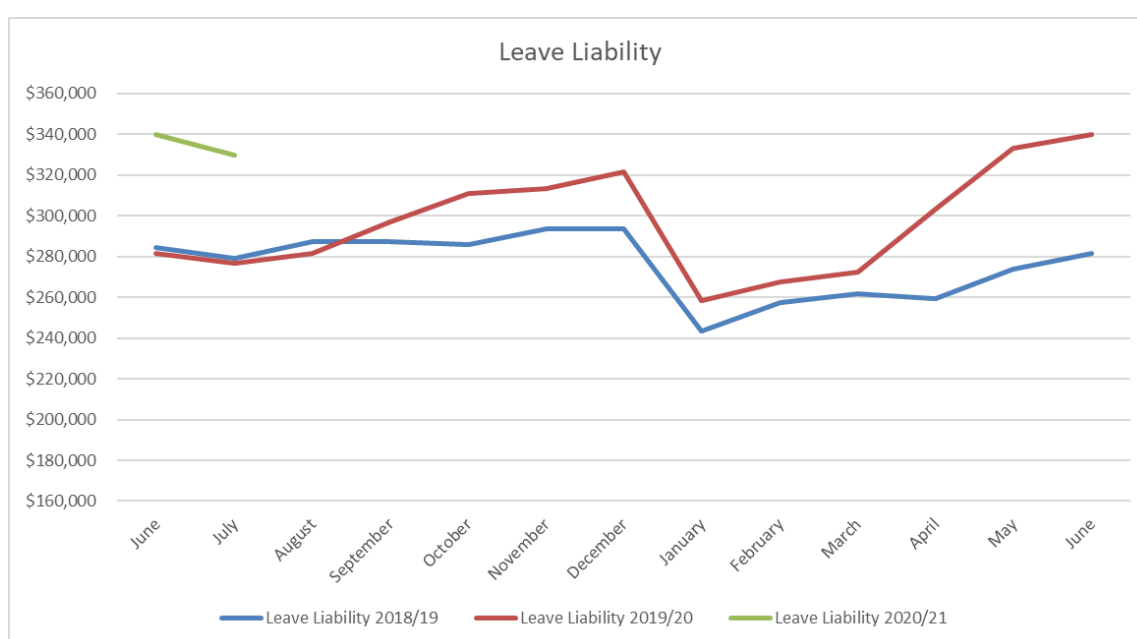
Month	Total	Temporary	Casual	FTE
May-20	0	0	0	0
June-20	0	0	0	0
July-20	0	0	0	0

HISTORY AS AT JUNE EACH YEAR

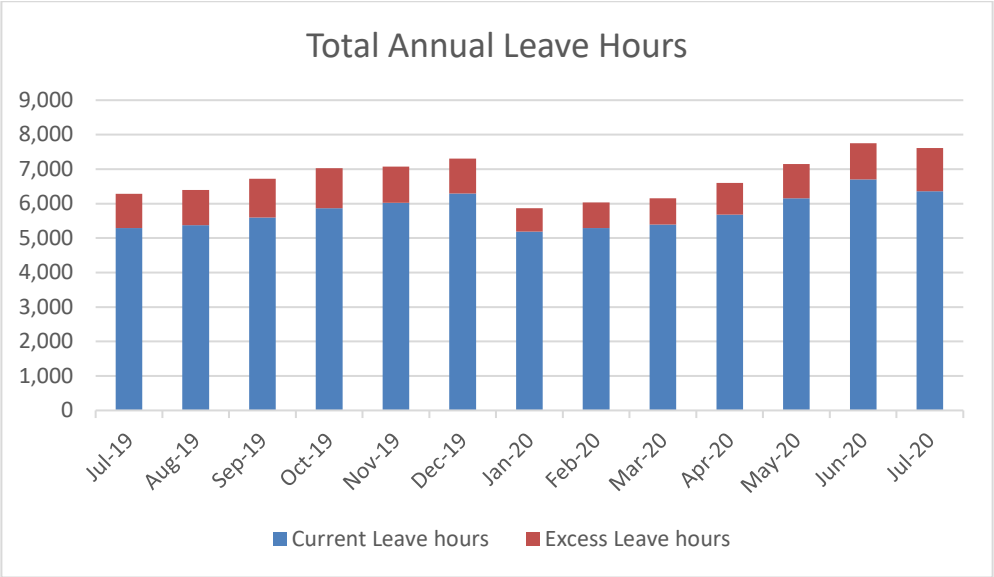
Year	Total	FTE
2018	58	48.58
2019	60	50.71
2020	64	53.04

LEAVE LIABILITY STATISTICS

4. Leave Liability Graphs – The below graph indicates on the green line the current position opposed to the previous two years. Blue being 2019 and Red being 2020 positions.
5. It is pleasing to note that the leave liability has reduce slightly and we are continuing to work towards reducing this further.



6. Total Annual Leave Hours – The below graph shows in blue the amount of current leave hours and in red the balance of total hours that equals excess leave. (Note: Excess leave is any leave over one year's entitlement. e.g. if an employee has a yearly entitlement of 150.00 hours and they have a balance of 160.00 hours, then 10.00 hours will be counted as excess leave.)
7. We currently have 15 staff with excess leave. (Note: excess leave is any leave over one year's entitlement. e.g. if an employee has a yearly entitlement of 150.00 hours and they have a balance of 160.00 hours, then 10 hours will be counted as excess leave.)



RECOMMENDATION

That the Human Resources Manager’s report is accepted.

15 HEALTH AND SAFETY REPORT**15.1 HEALTH AND SAFETY REPORT**

Author: Luci Swatton, Emergency Management and Health and Safety Officer
Authoriser: Paul Cooper, Regulatory and Compliance Group Manager
Attachments: Nil

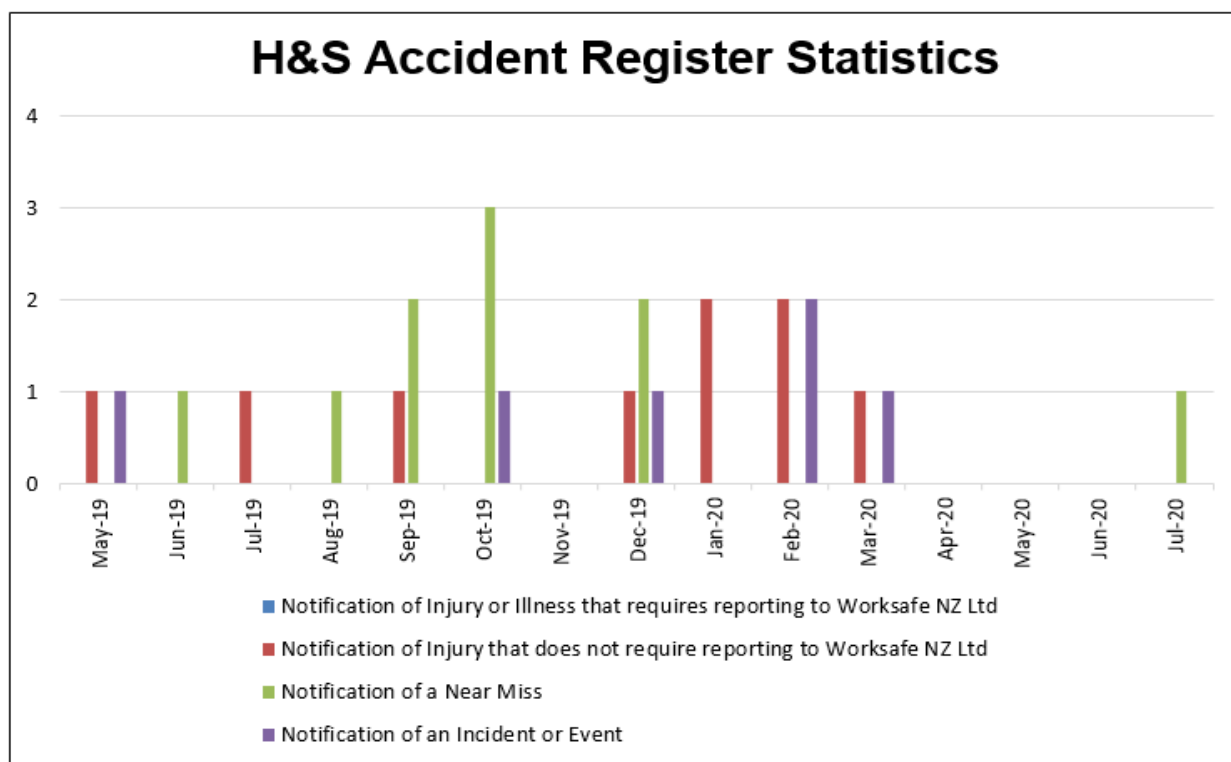
PURPOSE

AUTHOR: LUCI SWATTON, EMERGENCY MANAGEMENT AND HEALTH AND SAFETY OFFICER

Authoriser: Paul Cooper, Regulatory & Compliance Group Manager
Attachments: Nil

PURPOSE

1. The Health and Safety report to 31 July 2020 is submitted for the information of Council.

Health and Safety Statistics

2. Since the last report in March 2020, there has been, one incident where no injury occurred, one incident resulting in an injury (not requiring reporting to WorkSafe NZ) and one near miss. The incident where an injury occurred was a lifting injury, straining an elbow, the incident where no injury occurred was a mower hitting a concealed branch breaking the top right hand indicator on the mower and the near miss was a trip on a mat in the staff kitchen. There was a pattern of tripping on the rubber mats in the kitchen and outside the library identified. This was resolved by speaking to the contractor who provides the matting (changed weekly) who has subsequently changed the way in which they fold the mats. This action is to avoid kinking the edges, believed to be the source of the pattern of trips. It

appears to have resolved the issue. In relation to the other reported matters, no patterns were identified and they appear to be isolated.

3. There have been no incidents or near misses reported during April and May 2020, this may be due to the Covid-19 lockdown at Alert Level 4 and 3 with most staff either working from home or with limited hours able to work and all Council facilities being closed.
4. With the transition to Alert Level 2 the decision was made to bring staff back to work from Monday 18 May. A part of this transition back to the workplace was the development of the Return to Work Safety Plan. The plan specified how staff would return to their workplace in a safe manner and also served to reassure staff at a difficult time by giving a framework within which to return.

Health and Safety Committee

5. The Dare to Care Team has met once between April and July 2020, due to the Covid-19 Lockdown the Committee was unable to meet for several months. There is a new member on the Dare to Care team, Jake Blades who represents the Parks and Reserves Group. The Dare to Care Team are focusing on various aspects of health and safety each month, these include wellbeing and mental health, pandemic planning, training requirements and the staff health and safety survey.
6. The internal health and safety audit inspections were completed in March, the information gathered in these audits is being worked through for each council building, park or piece of infrastructure. Solutions will be found to reduce the risk where possible.

Training

7. Training was planned between April and June 2020, unfortunately these were postponed due to Covid-19 and are being rescheduled for later this year.
8. On 22 July a fire evacuation drill was held for both the Local Government Centre and the Events Centre.

Meetings

9. On 15 July, Luci Swatton and Jake Blades met to discuss PoolSafe (a system of accreditation for pool operators that is recognised in the sector as best practice). requirements and what is needed to successfully reach PoolSafe accreditation.
10. On 23 July, Luci Swatton attended the South Canterbury Workplace Health & Safety Forum in Timaru.

RECOMMENDATION

That the Health and Safety update report is accepted.

16 AUDIT AND RISK COMMITTEE REPORT

Nil

17 GENERAL REPORTS

17.1 THREE WATERS SERVICE DELIVERY REFORM - STIMULUS PROGRAMME 2020

Author: Stuart Duncan, Chief Executive

Authoriser: Stuart Duncan, Chief Executive

Attachments:

1. **MOU Three Waters Service Delivery Reform - Stimulus** [↓](#) 
2. **3 Waters Stimulus Funding Agreement** [↓](#) 
3. **3 Waters Reform Indicative Programme** [↓](#) 

PURPOSE

1. This report asks Council to:
 - a. Sign a Memorandum of Understanding (MoU) with the Crown, agreeing to participate in the initial stage of a central/local government three waters service delivery reform programme (**Appendix 1**); and
 - b. Authorise the Chief Executive to enter into the Funding Agreement, to accept a grant from the Crown to spend on operating and/or capital expenditure relating to three waters infrastructure and service delivery (**Appendix 2**).

SUMMARY

2. In July 2020, the Government announced a \$761 million funding package to provide post COVID-19 stimulus to maintain, improve three waters infrastructure, support a three-year programme of reform of local government water service delivery arrangements (reform programme), and support the establishment of Taumata Arowai, the new Waters Services Regulator.
3. A Joint Central/Local Government Three Waters Steering Committee has been established to provide oversight and guidance to support progress towards reform, and to assist in engaging with local government, iwi/Māori, and other water sector stakeholders on options and proposals.
4. The reform programme is designed to support economic recovery, and address perceived systemic issues facing the three waters sector, through a combination of:
 - a. stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
 - b. reforming current water service delivery, perhaps into larger scale providers, to realise economic, public health, environmental, and other benefits over the medium to long term.
5. Initial funding from the stimulus package will be made available to those councils that agree to participate in the first stage of the reform programme, through a Memorandum of Understanding (MoU), Funding Agreement, and approved Delivery Plan. The MoU must be signed by the end of August 2020, with the Funding Agreement and Delivery Plan submitted and approved by the end of September 2020.

BACKGROUND

Issues facing the three waters system, and rationale for reform

6. Over the past three years, central and local government have been considering the issues and opportunities facing the system for regulating and managing the three waters (drinking water, wastewater, and stormwater).
7. The Government Inquiry into Havelock North Drinking Water – set up following the serious campylobacter outbreak in 2016 – identified widespread, systemic failure of suppliers to meet the standards required for the safe supply of drinking water to the public. It made a number

of urgent and longer-term recommendations to address these significant systemic and regulatory failures.

8. The Government's Three Waters Review highlighted that, in many parts of the country, communities cannot be confident that drinking water is safe, or that good environmental outcomes are being achieved. This work also raised concerns about the regulation, sustainability, capacity and capability of a system with a large number of localised providers, many of which are funded by relatively small populations.
9. The local government sector's own work has highlighted similar issues. For example, in 2014, LGNZ identified an information gap relating to three waters infrastructure. A 2015 position paper, argued for a refresh of the regulatory framework to ensure delivery of quality drinking water and wastewater services, and outlined what stronger performance in the three waters sector would look like.
10. Both central and local government acknowledge that there are many challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. These challenges include:
 - a. Underinvestment in three waters infrastructure in parts of the country, and substantial infrastructure deficits. For example, it is estimated that between \$300 to \$570 million is required to upgrade networked drinking water treatment plants to meet drinking water standards; and up to \$4 billion is required to upgrade wastewater plants to meet new consent requirements. These deficits are likely to be underestimates, given the variable quality of asset management data.
 - b. Persistent funding and affordability challenges, particularly for communities with small rating bases, or high-growth areas that have reached their prudential borrowing limits.
 - c. Additional investment required to increase public confidence in the safety of drinking water, improve freshwater outcomes, and as a critical component of a collective response to climate change and increasing resilience of local communities.
11. COVID-19 has made the situation even more challenging. Prior to COVID-19, territorial authorities were planning on spending \$8.3 billion in capital over the next five years on water infrastructure. However, COVID-19 is likely to cause significant decreases in revenue in the short term for some territorial authorities. As a result, borrowing will be constrained due to lower debt limits that flow from lower revenues, and opportunities to raise revenue through rates, fees and charges will be limited.

Progress with three waters regulatory reforms

12. Good progress is already being made to address the regulatory issues that were raised by the Havelock North Inquiry and Three Waters Review. The Government is implementing a package of reforms to the three waters regulatory system, which are designed to:
 - a. improve national-level leadership, oversight, and support relating to the three waters – through the creation of Taumata Arowai, a new, dedicated Water Services Regulator;
 - b. significantly strengthen compliance, monitoring, and enforcement relating to drinking water regulation;
 - c. manage risks to drinking water safety and ensure sources of drinking water are protected;
 - d. improve the environmental performance and transparency of wastewater and stormwater networks.
13. Legislation to create Taumata Arowai was enacted in July 2020. This new Crown entity is currently being built, and will become responsible for drinking water regulation once a separate Water Services Bill is passed (anticipated mid 2021). This bill has been introduced to Parliament but is yet to have its first reading.

14. However, both central and local government acknowledge that regulatory reforms alone will not be sufficient to address many of the persistent issues facing the three waters system. Reforms to service delivery and funding arrangements also need to be explored.

PROPOSAL – CENTRAL/LOCAL GOVERNMENT THREE WATERS REFORM PROGRAMME

Overview of proposed approach to three waters investment and service delivery reform

15. At the recent Central/Local Government Forum, central and local government leadership discussed the challenges facing New Zealand's water service delivery and infrastructure, and committed to working jointly on reform. A Joint Central/Local Government Three Waters Steering Committee has been established to provide oversight and guidance to support this work.
16. Central and local government consider it is timely to apply targeted infrastructure stimulus investment to enable improvements to water service delivery, progress service delivery reform in partnership, and ensure the period of economic recovery following COVID-19 supports a transition to a productive, sustainable economy.
17. In July 2020, the Government announced an initial funding package of \$761 million to provide post COVID-19 stimulus, support a three-year programme of reform of local government water service delivery arrangements, and support the establishment and operation of Taumata Arowai.
18. The reform programme is designed to support economic recovery, and address perceived systemic issues facing the three waters sector, through a combination of:
- a. stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
 - b. reforming current water service delivery, into larger scale providers (when and where appropriate), to realise significant economic, public health, environmental, and other benefits over the medium to long term.
19. While the Government's starting intention is for publicly-owned multi-regional models for water service delivery (with a preference for local authority ownership), final decisions on a service delivery model will be informed by discussion with the local government sector and the work of the Joint Steering Committee.
20. Further information on the reform objectives, and the core design features of any new service delivery model, are provided in pages 3 to 4 of the MoU in Appendix 1.

Reform process and indicative timetable

21. As noted above, this is a three-year programme to reform three waters service delivery arrangements, which is being delivered in conjunction with an economic stimulus package of Crown investment in water infrastructure. The reform programme will be undertaken in stages.
22. The initial stage is an opt in, non-binding approach, which involves councils taking the actions and signing the documents described below (MoU, Funding Agreement, and Delivery Plan).
23. Councils that agree to opt in by the end of August 2020 will receive a share of the initial funding package.
24. Any further tranches of funding will be at the discretion of the Government and may depend on progress against reform objectives.
25. An indicative timetable for the full reform programme is provided as Appendix 3. While this is subject to change as the reforms progress, and subject to future Government budget decisions, it provides an overview of the longer-term reform pathway.

ALLOCATION OF THE INVESTMENT PACKAGE

26. The Government has determined a notional allocation framework based on a nationally-consistent formula.
27. The general approach to determining each authority's notional allocation is based on a formula that gives weight to two main factors:
 - a. The population in the relevant council area, as a proxy for the number of water connections serviced by a territorial authority (75 per cent weighting).
 - b. The land area covered by a local authority excluding national parks, as a proxy for the higher costs per connection of providing water services in areas with low population density (25 per cent weighting).
28. The investment package is structured into two components:
 - a. A direct allocation to each territorial authority, comprising 50% of that territorial authority's notional allocation; and
 - b. A regional allocation, comprising the sum of the remaining 50% of the notional allocations for each territorial authority in the relevant region
29. The relevant allocations for Waimate District Council are:
 - a. \$1.68m (excluding GST) direct allocation
 - b. \$50m (excluding GST) regional allocation for Canterbury.
30. The purpose of the Government's regional allocation is to establish collective participation by councils in the reform programme. Each regional group of councils has until 30 September to agree on how best to apportion the regional funds to the individual territorial authorities that make up the region.
31. The Steering Committee has recommended a preferred approach to the allocation of regional funding, being the same formula that is used to determine the direct allocations to territorial authorities.
32. Officers recommend delegating decisions about the allocation of regional funding to the Chief Executive, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations, and noting that participation by two-thirds of territorial authorities within the Canterbury region is required to access the regional allocation

WHAT ACTIONS ARE COUNCIL BEING ASKED TO TAKE AT THIS POINT?

33. The initial stage of the reform programme involves three core elements:
 - a. Memorandum of Understanding (Appendix 1);
 - b. Funding Agreement (Appendix 2);
 - c. Delivery Plan.
34. Initial funding will be made available to those councils that sign the MoU, and associated Funding Agreement, and provide a Delivery Plan.
35. This initial funding will be provided in two components: a direct allocation to individual councils, and a regional allocation. The participating councils in each region are required to agree an approach to distributing the regional allocation.
36. The MoU is the 'opt in' to the first stage of the reform and stimulus programme. The MoU needs to be signed and submitted by the end of August 2020. The Funding Agreement and Delivery Plan need to be submitted by the end of September 2020, to access the stimulus funding,

37. Councils that do not opt in by the end August 2020 deadline will not receive a share of the stimulus funding. Councils will still be able to opt in to the reform programme at a later date, but will not have access to the initial funding package, retrospectively.

Memorandum of Understanding

38. A MoU has been developed by the Steering Group, for each council to enter into with the Crown. This is a standardised document, which cannot be amended or modified by either party.
39. Signing the MoU commits councils to:
- a. engage in the first stage of the reform programme – including a willingness to accept the reform objectives and the core design features set out in the MoU;
 - b. the principles of working together with central government and the Steering Committee;
 - c. work with neighbouring councils to consider the creation of multi-regional entities;
 - d. share information and analysis on their three waters assets and service delivery arrangements.
40. At this point, this is a voluntary, non-binding commitment. It **does not** require councils to commit to future phases of the reform programme, to transfer their assets and/or liabilities, or establish new water entities.
41. The MoU is effective from the date of agreement until 30 June 2021, unless terminated by agreement or by replacement with another document relating to the reform programme.
42. A legal opinion by Simpson Grierson, commissioned by SOLGM on behalf of the Steering Committee, advises that the MoU does not contain any explicit triggers for consultation under the Local Government Act 2002.

Funding Agreement

43. This Council has been allocated \$1.68m by the Crown, if it opts in to the reform programme. A further \$50m has been allocated to the Canterbury region to agree an appropriate distribution between participating councils. This funding will be provided as a grant, which does not need to be repaid if the Council does not ultimately commit to reform at later stages of the process.
44. There are several options for how the regional funding could be allocated between councils. The joint central-local government Three Waters Steering Committee preferred approach is to apply the same formula¹ used to calculate the direct allocations. Under this approach, the Council would receive an additional \$1.68m, contributing to a total funding allocation of \$3.36m.
45. It is recommended that the Council delegates authority to the Chief Executive to agree an appropriate allocation with other participating councils, with the understanding that the Council share of the regional allocation should be \$1.68m at a minimum, noting that participation by two thirds of territorial authorities within the region is required to access the regional funding. The Funding Agreement is one of the mechanisms for accessing the funding package. Like the MoU, it is a standardised document, for agreement between each council and the Crown. It cannot be amended.
46. The Funding Agreement guides the release and use of funding. It sets out:
- a. the funding amount allocated to the Council;
 - b. funding conditions;
 - c. public accountability requirements, including the Public Finance Act;
 - d. reporting milestones.
47. While there is some local flexibility around how the funding can be applied, the Government has indicated that this investment is intended to support economic recovery, enable

improvements in water service delivery, and progress the service delivery reform programme.

48. The Funding Agreement will be supplemented by a Delivery Plan, which is the document that sets out how the grant funding is to be applied by the Council.

Delivery Plan

49. The Delivery Plan is the other mechanism for accessing the funding package.
50. This Delivery Plan must show that the funding allocation is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, and which:
- a. supports economic recovery through job creation; and
 - b. maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance.
51. The Delivery Plan is a short-form template, which sets out:
- a. a summary of the works to be funded, including location, estimated associated costs, and expected benefits/outcomes;
 - b. the number of people to be employed in these works;
 - c. an assessment of how the works support the reform objectives in the MoU;
 - d. reporting obligations.
52. The Delivery Plan will be supplied to Crown Infrastructure Partners (and other organisations as agreed between the Council and Crown), for review and approval. Crown Infrastructure Partners will monitor progress against the Delivery Plan, to ensure spending has been undertaken with public sector financial management requirements.
53. The Delivery Plan will be developed to support projects of capital and operational nature within the three waters activities. These projects must be completed by 31 March 2022 and commence 31 March 2021.

OPTIONS

54. The options are:
- a. To actively opt into the Governments three waters reform stimulus package and accept \$3.36m of funding, with limited conditions. This option is recommended.
 - b. To not opt into the Governments three waters reform stimulus package with the consequence that Council will forgo the stimulus funding that is offered under arrangement.

ASSESSMENT OF SIGNIFICANCE

55. Legal advice indicates that opting in does not necessarily trigger the Significance and Engagement Policy. However, projects outside of the Long Term Plan (or other plans), and developed as part of the Delivery Plan, may trigger a requirement to engage. This will need to be addressed at that time.

LEGISLATION

56. Local Government Act 2002
57. Waimate District Council 2018-2028 Long Term Plan
58. Waimate District Council 2020-21 Annual Plan

RISK

59. The most significant risk associated with the additional funding available is the timely delivery of identified physical works and operational projects. Resourcing may be a significant issue due to elevated workloads.

FINANCIAL

60. It is worth noting that, should Council chose to sign the MoU and associated documents, this is new funding. For example, projects that exist in the 2020/21 Annual Plan cannot be part funded by the first tranche. Projects can however be accelerated from later years in the 2018-2028 Long Term Plan.

Budget

61. Budgets will be developed alongside the Delivery Plan but could represent in excess of \$3.36m (in time).

RECOMMENDATION

1. That the Three Waters Service Delivery Reform - Stimulus Programme 2020 report is accepted; and
2. That Council resolves whether to opt in to the Government three waters reform programme and if it resolves to do so to sign the Memorandum of Understanding (MoU) at Appendix 1 and the Funding Agreement at Appendix 2; and
3. That Council agrees to nominate the Chief Executive as the primary point of communication for the purposes of the MoU and reform programme – as referred to on page 6 of the MoU; and
4. That Council agrees to delegate decisions about the allocation of regional funding to the Chief Executive, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations, and noting that participation by two-thirds of territorial authorities within the Canterbury region is required to access the regional allocation; and
5. That Council agrees to a workshop on the required Delivery Plan prior to submission before the 30 September 2020 deadline.

MODEL

Memorandum of Understanding Three Waters Services Reform

Between the [Sovereign in right of New
Zealand acting by and through the Minister of
Local Government] and

[Territorial Authority]

Date

PURPOSE

This Memorandum of Understanding (Memorandum) sets out the principles and objectives that the Parties agree will underpin their ongoing relationship to support the improvement in three waters service delivery for communities with the aim of realising significant public health, environmental, economic, and other benefits over the medium to long term. It describes, in general terms, the key features of the proposed reform programme and the Government funding arrangements that will support investment in three waters infrastructure as part of the COVID 19 economic recovery.

BACKGROUND

Over the past three years central and local government have been considering solutions to challenges facing the regulation and delivery of three water services. This has seen the development of new legislation to create Taumata Arowai, the new Water Services Regulator, to oversee and enforce a new drinking water regulatory framework, with an additional oversight role for wastewater and stormwater networks.

While addressing the regulatory issues, both central and local government acknowledge that there are broader challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. There has been regulatory failure, underinvestment in three waters infrastructure in parts of the country, and persistent affordability challenges, and additional investment is required to increase public confidence in the safety of drinking water and to improve freshwater outcomes. Furthermore, investment in water service delivery infrastructure is a critical component of a collective response to climate change and increasing resilience of local communities.

The Parties to this Memorandum consider it is timely to apply targeted infrastructure stimulus investment to enable improvements to water service delivery, progress reform in partnership, and ensure the period of economic recovery following COVID-19 supports a transition to a productive, sustainable economy. Additional funding will be subject to Government decision-making and reliant on the Parties demonstrating substantive progress against the reform objectives. The quantum, timing, conditions, and any other information relating to future funding will be advised at the appropriate time but will likely comprise additional tranches of funding and more specific agreement to key reform milestones.

The reform process and stimulus funding, proposed by Government, is designed to support economic recovery post COVID-19 and address persistent systemic issues facing the three waters sector, through a combination of:

- stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
- reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.

There is a shared understanding that a partnership approach will best support the wider community and ensure that the transition to any eventual new arrangements is well managed and as smooth as possible. This requires undertaking the reform in a manner that enables local government to continue and, where possible, enhance delivery of its broad “wellbeing mandates” under the Local Government Act 2002, while recognising the potential impacts that changes to three waters service delivery may have on the role and functions of territorial authorities.

PRINCIPLES FOR WORKING TOGETHER

The Parties shall promote a relationship in their dealings with each other, and other Parties related to the three waters services reform, based on:

- mutual trust and respect; and
- openness, promptness, consistency and fairness in all dealings and communication including through adopting a no-surprises approach to any matters or dealings related to the reform programme; and
- non-adversarial dealings and constructive problem-solving approaches; and
- working co-operatively and helpfully to facilitate the other Parties perform their roles; and
- openly sharing information and analysis undertaken to date on the state of the system for delivering three waters services and the quality of the asset base.

This Memorandum is intended to be non-binding in so far as it does not give rise to legally enforceable obligations between the Parties.

REFORM OBJECTIVES AND CORE DESIGN FEATURES

By agreeing to this Memorandum, the Parties agree to work constructively together to support the objectives of the three waters service delivery reform programme.

The Parties agree that the following objectives will underpin the reform programme and inform the development of reform options/proposals:

- significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes);
- ensuring all New Zealanders have equitable access to affordable three waters services;
- improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
- increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
- moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and councils;
- improving transparency about, and accountability for, the delivery and costs of three waters services, including the ability to benchmark the performance of service providers; and
- undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader "wellbeing mandates" as set out in the Local Government Act 2002.

In addition to these objectives, the Parties recognise that any consideration of changes to, or new models for, water service delivery arrangements must include the following fundamental requirements and safeguards:

- mechanisms that provide for continued public ownership of water service delivery infrastructure, and protect against privatisation; and
- mechanisms that provide for the exercise of ownership rights in water services entities that consider the interests and wellbeing of local communities, and which provide for local service delivery.

The Parties also recognise the reform programme will give rise to rights and interests under the Treaty of Waitangi and both Parties acknowledge the role of the Treaty partner. This includes maintaining Treaty settlement obligations and other statutory rights including under the Resource Management Act 1991 and the Local Government Act 2002. The outcome of discussions with iwi/Māori will inform design of appropriate mechanisms to reflect Treaty interests. This will include clarity of roles and responsibilities.

The Parties agree to work together to identify an approach to service delivery reform that incorporates the objectives and safeguards noted above, and considers the following design features as a minimum:

- water service delivery entities, that are:
 - of significant scale (most likely multi-regional) to enable benefits from aggregation to be achieved over the medium to long-term;
 - asset owning entities, with balance sheet separation to support improved access to capital, alternative funding instruments and improved balance sheet strength; and
 - structured as statutory entities with appropriate and relevant commercial disciplines and competency-based boards;
- delivery of drinking water and wastewater services as a priority, with the ability to extend to stormwater service provision only where effective and efficient to do so; and
- publicly owned entities, with a preference for collective council ownership;
- mechanisms for enabling communities to provide input in relation to the new entities.

The Parties acknowledge that work will also be undertaken to develop a regulatory framework, including mechanisms to protect the interests of consumers.

FUNDING ARRANGEMENTS

The Government has indicated its intention to provide funding to stimulate investment to enable improvements in water service delivery, support economic recovery and progress Three Waters Services Reform. The quantum of funding available for the Council (and each participating Council) will be notified by Government prior to signing this Memorandum.

Funding will be provided as soon as practicable following agreement to this Memorandum and the associated Funding Agreement and Delivery Plan. The Delivery Plan will need to show that the funding is to be applied to operating or capital expenditure on three waters service delivery (with the mix to be determined by the Council) that:

- supports economic recovery through job creation; and
- maintains, increases and/or accelerates investment in core water infrastructure renewals and maintenance.¹

The Delivery Plan will be based on a simple template and will include a summary of projects, relevant milestones, costs, location of physical works, number of people employed in works, reporting milestones and an assessment of how it supports the reform objectives set out in this Memorandum.

The Delivery Plan will be supplied to Crown Infrastructure Partners, and other organisations as agreed between the Parties, who will monitor progress of application of funding against the Delivery Plan to ensure spending has been undertaken consistent with public sector financial management requirements.

Agreement to this Memorandum and associated Funding Agreement and Delivery Plan are required prior to the release of Government funding. The Council will have the right to choose whether or not they wish to continue to participate in the reform programme beyond the term of the Memorandum.

FUTURE AGREEMENTS

The Parties may choose to enter other agreements that support the reform programme. These agreements will be expected to set out the terms on which the Council will partner with other councils to deliver on the reform objectives and core design features, and will include key reform milestones and detailed plans for transition to and establishment of new three waters service delivery entities.

PROGRAMME MANAGEMENT

The Government will establish a programme management office and the Council will be able to access funding support to participate in the reform process.

The Government will provide further guidance on the approach to programme support, central and regional support functions and activities and criteria for determining eligibility for funding support. This guidance will also include the specifics of any information required to progress the reform that may be related to asset quality, asset value, costs, and funding arrangements.

TERM

This Memorandum is effective from the date of agreement until 30 June 2021 unless terminated by agreement or by replacement with another agreement related to the reform programme.

¹ Maintains previously planned investment that may have otherwise deferred as a result of COVID-19.

INTERACTIONS, MONITORING, INFORMATION AND RECORDS

The Parties nominate the following representatives to act as the primary point of communication for the purposes of this Memorandum and any other purpose related to the reform programme.

Government's representative	Council
[As delegated]	[Chief Executive of the Council]

It is the responsibility of these representatives to:

- work collaboratively to support the reform objectives;
- keep both Parties fully informed;
- act as a first point of reference between Parties and as liaison persons for external contacts; and
- communicate between Parties on matters that arise that may be of interest to either party.

If the contact person changes in either organisation, the other party's contact person must be informed of the new contact person immediately and there should be an efficient transition to ensure the momentum of the reform process is not undermined.

CONFIDENTIALITY

Neither of the Parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent from the other party, unless required by processes under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 (whichever applies), or under a Parliamentary process- such as following a Parliamentary question, in which case the relevant party is to inform the other party prior to disclosure. Protocols will be established to enable exchange information between Councils where that is consistent with progressing reform objectives.

DISPUTE RESOLUTION

Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the Parties.

.....
SIGNED on behalf of the Crown
by [insert name - DELETE TEXT]

[Sovereign in right of New Zealand acting by
and through the Minister of Local
Government]:

.....
SIGNED by [insert name of the Mayor of the
Territorial Authority signing - DELETE TEXT] on
behalf of [Territorial Authority]

.....
SIGNED by [insert name of the Chief Executive
of the Territorial Authority signing - DELETE
TEXT] on behalf of [Territorial Authority]

.....
Witness signature

Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation -
DELETE TEXT]

Witness address [insert address - DELETE
TEXT]

.....
Witness signature

Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation
-DELETE TEXT]

Witness address [insert address - DELETE
TEXT]



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

[NAME OF RECIPIENT]

FOR

THREE WATERS SERVICES REFORMS

AGREEMENT

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Construction) and the Schedule (Payment Request).

PART 1: KEY DETAILS

- | | | |
|---|-----------------------------|--|
| 1 | Parties | <p>The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs (DIA)</p> <p>[NAME OF RECIPIENT] (Recipient)</p> |
| 2 | Background | <p>The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (Three Waters Reform Programme). In conjunction with the Three Waters Reform Programme, the New Zealand Government is investing in water service delivery. The investment’s objectives are to:</p> <ol style="list-style-type: none"> 1. improve the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems, by maintaining, increasing or accelerating investment in core water infrastructure renewals and maintenance; and 2. support New Zealand’s economic recovery from the COVID-19 pandemic through job creation, by enabling investment to continue at a time when council revenues are uncertain and they face immediate cashflow challenges. <p>The New Zealand Government has mandated DIA to manage the provision of Government funding to local authorities to support investment in water infrastructure that supports its public health and environmental management objectives. Provision of such funding supports the objectives of the reform programme, by creating positive momentum toward reform of delivery arrangements for drinking water and wastewater services and infrastructure (with stormwater as a secondary priority).</p> <p>The New Zealand Government has also mandated Crown Infrastructure Partners Limited (CIP) to assist in managing such funding by undertaking a monitoring role.</p> <p>The Recipient is a territorial authority with statutory responsibility for delivering Three Waters services within its own district or city. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.</p> <p>DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (Agreement).</p> <p>Key details of this Agreement are set out in this Part 1. The full terms and conditions are set out in Part 2. Defined terms and rules of interpretation are set out in Part 3.</p> |
| 3 | Conditions Precedent | <p>No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:</p> <ol style="list-style-type: none"> 1. This Agreement, duly executed by the Recipient by 30 September 2020. 2. The Memorandum of Understanding, duly executed by the Recipient by 31 August 2020. |

3. The final Delivery Plan prepared by the Recipient, in a form approved by DIA and duly executed by the Recipient by 31 October 2020.

A draft of the Delivery Plan must be submitted by no later than 30 September 2020 to threewaters@dia.govt.nz (copied to the Monitor) for review and comment by DIA (and/or the Monitor as its nominee).

Once DIA (or the Monitor) responds to the draft Delivery Plan, the Recipient must promptly engage with DIA (or the Monitor), seek to resolve such comments, and submit a final Delivery Plan for DIA's approval.

The Recipient is responsible for the content of the Delivery Plan and approval by DIA for the purposes of this Agreement shall not impose any obligations on DIA in respect of the Delivery Plan other than as expressly set out in this Agreement.

These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 31 October 2020, unless a later date is agreed otherwise in writing with DIA. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.

- | | | |
|---|--|--|
| 4 | Expenditure Programme(s) | The Recipient may only use the Funding to complete the expenditure programme(s) described in the Delivery Plan (each an Expenditure Programme). |
| 5 | Expenditure Programme Milestones and Completion Dates | The Recipient is to complete the Expenditure Programme Milestones set out in the Delivery Plan to the satisfaction of DIA by the Completion Dates set out therein. |
| 6 | End Date | The End Date is 31 March 2022, or such later date determined by DIA in its discretion. |
| 7 | Funding | <p>The total Funding available under this Agreement is up to NZ\$[INSERT HERE] plus GST (if any). This is the Total Maximum Amount Payable.</p> <p>The first instalment of Funding under this Agreement is subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.</p> <p>The balance of the Funding under this Agreement will be paid in instalments as specified in the Delivery Plan, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement.</p> <p>Each instalment of Funding under this Agreement, following payment of the first instalment, is subject to:</p> <ul style="list-style-type: none"> (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2. (b) The Expenditure Programme(s) having commenced no later than 31 March 2021. (c) DIA receiving and being satisfied with the quarterly reports specified in the Key Details, together with the other information required in this Agreement. (d) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting. (e) Any further conditions relating to that instalment of Funding as specified in the Delivery Plan. |

The first Payment Request may be submitted upon the Commencement Date

occurring. Each subsequent Payment Request may only be submitted at the same time as submission of a quarterly report in accordance with item 8 (Reporting) of the Key Details, and no more than one such Payment Request may be submitted in any Quarter, except (in each case) to the extent agreed by DIA in its sole discretion.

8 Reporting

The Recipient will provide DIA (copied to the Monitor) with quarterly reports by the 10th Business Day following the end of each Quarter, with effect from the Commencement Date. Each quarterly report must include the information set out below, in the standard reporting form specified by DIA.

The Recipient will also provide DIA (copied to the Monitor) with a final report by the 10th Business Day following the date on which the Expenditure Programme(s) are completed. The final report must include the information set out below, in the standard reporting form specified by DIA.

Each report is to be in form and substance satisfactory to DIA in its sole discretion.

Each quarterly report must include the following information:

- (a) Description and analysis of actual progress of the Expenditure Programme(s) against planned progress for the relevant Quarter;
- (b) A summary of expenditure, actual against budgeted (including underspend and cash float), for the relevant Quarter;
- (c) Plans for the next Quarter;
- (d) Forecast cashflows and forecast of the costs to complete the Expenditure Programme(s);
- (e) Any major risks arising or expected to arise with the Expenditure Programme(s), costs or performance of this Agreement, together with actual or proposed mitigations for those risks (including, where the actual Expenditure Programme(s) costs are forecast to exceed budgeted costs, how the shortfall is to be funded);
- (f) A summary of the number of jobs created, actual against expected, through people employed in the Expenditure Programme(s);
- (g) Any specific reporting requirements set out in the Delivery Plan; and
- (h) Any other information that is notified by DIA in writing to the Recipient.

The final report must include the following information:

- (a) Description and analysis of completion of the Expenditure Programme(s) against the original programme;
- (b) A summary of expenditure, actual against budgeted (including underspend), for the full Expenditure Programme(s);
- (c) Detail of the Recipient's proposed next steps;
- (d) An update on media, marketing and communication activities for the Expenditure Programme(s);
- (e) A summary of the number of jobs created, actual against expected, through people employed in the Expenditure Programme(s);
- (f) Any specific reporting requirements set out in the Delivery Plan; and
- (g) Any other information that is notified by DIA in writing to the Recipient.

9 Special Terms

[None] / [*Special terms to be added*]

10	Recipient's Bank Account	[xx-xxxx-xxxxxxxx-xxx]	
11	Representative	DIA's Representative: Name: Allan Prangnell Email: threewaters@dia.govt.nz	Recipient's Representative: Name: [name] Email: [email]
12	Address for Notices	To DIA: Three Waters Reform Level 7, 45 Pipitea Street Wellington 6011 Attention: Allan Prangnell Email: threewaters@dia.govt.nz , with a copy to legalnotices@dia.govt.nz To the Monitor: Attention: Anthony Wilson Email: 3waters@crowininfrastructure.govt.nz	To the Recipient: [address] Attention: [name] Email: [email]
SIGNATURES		SIGNED by the SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Chief Executive of the Department of Internal Affairs or his or her authorised delegate: _____ Name: Position: Date:	SIGNED for and on behalf of [RECIPIENT NAME] by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient: _____ Name: Position: Date: _____ Name: Position: Date:

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 DIA must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs that have been or will be incurred by the Recipient, and the Recipient must use the Funding solely on Eligible Costs.
- 1.2 The Recipient must submit a Payment Request to threewaters@dia.govt.nz and copying in DIA's Representative and the Monitor on completion of one or more Expenditure Programme Milestones specified in the Delivery Plan. Such Payment Request must be submitted at the time specified in, and otherwise in accordance with, item 7 (Funding) in the Key Details.
- 1.3 Each Payment Request is to be signed by the Chief Executive and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
- (a) the amount of Funding requested, which must not exceed the aggregate maximum Funding instalment amounts set out in the Delivery Plan for the Expenditure Programme Milestone(s) to which that Payment Request relates; and
 - (b) contain any other information required by DIA.
- 1.4 Once DIA has reviewed the Payment Request and the information enclosed with it, it will request the Recipient to provide (and the Recipient will provide) a valid GST invoice complying with the Goods and Services Tax Act 1985.
- 1.5 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if any Expenditure Programme Milestone(s) have not been completed by the relevant "Completion Date" specified in the Delivery Plan;
 - (b) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA in its sole discretion;
 - (c) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
 - (d) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
 - (e) if this Agreement has expired or been terminated; and/or
 - (f) while the Recipient is in breach of this Agreement.
- For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.6 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the GST invoice referred to in clause 1.4 is dated, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Bank Account of the Recipient specified in Item 10 of the Key Details.

- 1.7 The Funding made available under this Agreement comprises grant funding and does not comprise an equity investment or loan. It is only repayable in the specific circumstances set out in this Agreement.
- 1.8 DIA may, at its discretion, notify the Recipient in writing that it wishes to enter into a GST Offset Agreement in connection with the payment of GST on any Funding. The Recipient must, where applicable, take all such steps as are reasonably required to achieve that GST offset in accordance with the Goods and Services Tax Act 1985.

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

- 2.1 The Recipient must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

Expenditure Programme(s) and Contractors

- 2.2 The Recipient must not, without DIA's prior written consent, make any Material Variation to the Expenditure Programme(s) (including its description and scope) as set out in the Delivery Plan.
- 2.3 The Recipient must ensure that the Expenditure Programme(s) are carried out:
- (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
 - (b) by appropriately trained, qualified, experienced and supervised persons; and
 - (c) in accordance with any directions of DIA, notified by DIA in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Expenditure Programme Milestones are completed by the relevant "Completion Date" specified in the Delivery Plan.
- 2.5 The Recipient is responsible for the acts and omissions of any contractors and subcontractors.
- 2.6 The Recipient must ensure (and will procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with any contractors or any other party in connection with the Expenditure Programme(s) are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

Information Undertakings

- 2.7 The Recipient must provide DIA with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.8 The Recipient must provide DIA with any other information about the Expenditure Programme(s) requested by DIA within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA if:

- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
- (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on an Expenditure Programme and any related programme, or result in a Termination Event or a breach of any term of this Agreement by the Recipient,

and if requested by DIA must promptly provide DIA with its plan to mitigate and manage such Conflict of Interest or such matter.

- 2.10 The Recipient must not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government. The Recipient must keep DIA informed of any matter known to the Recipient which could reasonably be expected to have such an effect.
- 2.11 The parties acknowledge and agree that CIP (or any other Monitor) may, to the extent directed by DIA, undertake a reviewing and monitoring role under this Agreement, including by:
 - (a) reviewing and confirming satisfaction with the Delivery Plan and with the reports specified in the Key Details;
 - (b) seeking, reviewing and confirming satisfaction with further information from the Recipient; and
 - (c) making recommendations to DIA and the New Zealand Government in respect of the Funding and the Agreement.

The Recipient agrees that all its communications and correspondence under this Agreement may be made with DIA or, to the extent directed by DIA, the Monitor.

Funding, records and auditors

- 2.12 The Recipient must receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 2.13 The Recipient must keep full and accurate records (including accounting records) of the Expenditure Programme(s) and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA (or any auditor nominated by DIA) to inspect all records relating to the Expenditure Programme(s) and must allow DIA and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection. DIA shall bear any third party costs arising from such inspection, unless the inspection reveals a breach of this Agreement, in which case the Recipient shall bear such costs.

Reform

- 2.14 The Recipient agrees to work constructively together with DIA and the New Zealand Government to support the objectives of the Three Waters Reform Programme pursuant to the Memorandum of Understanding. The parties acknowledge that the undertaking set out in this clause 2.14 is intended to be non-binding.

3 INTELLECTUAL PROPERTY

- 3.1 DIA acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Expenditure Programme(s), and all new intellectual property which they create in the course of the Expenditure Programme(s).
- 3.2 The Recipient grants an irrevocable, perpetual, royalty-free, sub-licensable licence to DIA and the Monitor to use all reports, documents, information and other materials created or provided by the Recipient to DIA or the Monitor under or in connection with the Expenditure Programme(s) and this Agreement.
- 3.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 3.2 without infringing the intellectual property rights of any third party.

4 TERM AND TERMINATION

- 4.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
- (a) the date this Agreement has been signed by both parties; and
 - (b) the date on which DIA has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion).
- 4.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement.
- 4.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:
- (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
 - (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002;
 - (c) if the Expenditure Programme(s) have not commenced by 31 March 2021; or
 - (d) while any one or more of the follow events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) DIA reasonably considers that this Agreement or an Expenditure Programme has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (iv) the Recipient abandons an Expenditure Programme;

- (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
 - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
 - (vii) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.
- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(d) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out an Expenditure Programme, exceeds the amount required to perform the Expenditure Programme, the Recipient must upon request refund to DIA the excess amount.
- 4.6 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- 4.7 Clauses 1.5, 2.1, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

5 WARRANTIES AND UNDERTAKINGS

- 5.1 The Recipient warrants that, in the course of its activities in connection with the Expenditure Programme(s), it will not infringe any intellectual property or other rights of any contractor or any other third party.
- 5.2 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
 - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
 - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;

- (d) it has disclosed to DIA all matters known to the Recipient (relating to the Expenditure Programme(s), the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and
- (e) it is not aware of any material information that has not been disclosed to DIA which may, if disclosed, materially adversely affect the decision of DIA whether to provide the Funding.

5.3 The Recipient warrants that:

- (a) the Funding has been or will be applied solely to Eligible Costs; and
- (b) the Expenditure Programme(s) will take into account the parties' shared intention to:
 - (i) support economic recovery through job creation; and
 - (ii) maintain, increase and/or accelerate investment in core water infrastructure renewals and maintenance,

and such warranty will be deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

5.4 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

5.5 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.

5.6 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Expenditure Programme(s), other than the Funding.

6 LIABILITY

6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.

6.2 The Recipient undertakes to pay any and all cost overruns of the Expenditure Programme(s) and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Expenditure Programme(s).

6.3 DIA is not liable for any claim under or in connection with this Agreement or the Expenditure Programme(s), whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other party's Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any information with the written prior consent of the other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;
 - (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
 - (e) DIA from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA removes all information that is commercially sensitive to the Recipient from the relevant work.
- 7.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA's ability to:
- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Expenditure Programme(s) or this Agreement with any Minister of the Crown, the Monitor, any other government agency or any of their respective advisors;
 - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
 - (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Expenditure Programme(s), on websites; in media releases; general announcements and annual reports.
- 7.3 The Recipient acknowledges that:
- (a) the contents of this Agreement (including the Delivery Plan); and
 - (b) information provided to DIA and the Monitor (including the reports specified in the Key Details),

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason under the Official Information Act 1982 to withhold it.

- 7.4 DIA acknowledges that the Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause 7 are subject to its compliance with that Act.

8 MEDIA AND COMMUNICATIONS

- 8.1 Before making any media statements or press releases (including social media posts) regarding this Agreement and/or DIA's involvement with the Expenditure Programme(s), the Recipient will consult with DIA, and will obtain DIA's prior approval to any such statements or releases.
- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Expenditure Programme(s) in accordance with funding acknowledgement guidelines agreed with DIA. The Recipient must obtain DIA's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to threewaters@dia.govt.nz and the Monitor.

9 DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.

- 9.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 9.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other party refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties.
- 9.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 9.7 Nothing in this clause 9 will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.
- 10 **REPRESENTATIVES**
- 10.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 10.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other Party. Any such change will also take effect as a change of the relevant Representative for the purposes of the Memorandum of Understanding.
- 11 **GENERAL**
- 11.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
 - (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.

- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 11.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with DIA's prior written approval.
- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Expenditure Programme(s) or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 11.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 11.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 11.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 11.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION**Defined terms**

In this Agreement, unless the context requires otherwise, terms defined in the Agreement have the meaning set out therein and:

Authorisation means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency or required by any law (including any consent under the Resource Management Act 1991); or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Best Industry Practice means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement.

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Commencement Date has the meaning given in clause 4.1 of Part 2.

Completion Date is the date that the relevant Expenditure Programme Milestone is to be completed by the Recipient, described in the Delivery Plan, and includes any amendment to the date which may be agreed in writing (including by email but only when DIA's Representative expressly confirms in writing

that they have received approval of the change from the correct DIA delegation holder) between the parties from time to time.

Conditions means the conditions to the payment of a Funding instalment as specified in Item 7 of the Key Details.

Confidential Information of a party (Owner), means any information in the possession or control of another party (Holder) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above; but excludes any information which the Holder can show:
- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement (excluding the Delivery Plan) are not Confidential Information.

Conflict of Interest means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
 - (i) the obligations of the Recipient (or its personnel or contractors) to DIA under this Agreement; or
 - (ii) the interests of the Recipient in relation to this Agreement and/or the procuring of the Expenditure Programme(s); or
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to diligently and independently carry out the Expenditure Programme(s) in accordance with this Agreement.

Delivery Plan means the delivery plan setting out the scope of the Expenditure Programme(s) to which Funding is to be applied, based on the template provided by and in the form approved by DIA and executed by DIA and the Recipient.

Eligible Costs means the actual costs that have been or will be reasonably incurred by the Recipient on or after the Commencement Date and no later than the End Date to deliver an Expenditure Programme in accordance with the Delivery Plan.

Expenditure Programme Milestone means, in respect of an Expenditure Programme, a milestone for that Expenditure Programme, as set out in the Delivery Plan.

Funding means the funding or any part of the funding (as the context requires) payable by DIA to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

GST Offset Agreement means a deed of assignment between DIA as Assignor and the Recipient as Assignee providing for the offset of the amount of GST in accordance with the Goods and Services Tax Act 1985.

Key Details means Part 1 of this Agreement.

Memorandum of Understanding means the memorandum of understanding relating to Three Waters Services Reform between DIA

and the Recipient, in the form provided by DIA.

Material Variation means, in respect of an Expenditure Programme, any variation which on its own or together with any other variation or variations results in, or is likely to result in the budgeted expenditure (taking into account all variations) being exceeded or an Expenditure Programme being materially delayed, or any variation that materially amends the scope, specifications or function of an Expenditure Programme.

Monitor means CIP, or any other entity appointed by DIA in its sole discretion to assist in managing the Funding by undertaking a monitoring role.

Payment Request means a request submitted to DIA by the Recipient seeking payment of Funding substantially in the form set out in the Schedule to this Agreement.

Quarter means a financial quarter, being a three monthly period ending on 30 June, 30 September, 31 December or 31 March.

Termination Event means any one or more of the events or circumstances set out in clause 4.3.

Construction

In the construction of this Agreement, unless the context requires otherwise:

Currency: a reference to any monetary amount is to New Zealand currency;

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

Inclusions: a reference to "includes" is a reference to "includes without limitation", and "include", "included" and "including" have corresponding meanings;

Joint and Several Liability: any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Precedence : if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, the Key Details will prevail over Part 2, and Part 2 will prevail over the Delivery Plan;

Precedence with Memorandum of Understanding: if there is any conflict

between this Agreement and the Memorandum of Understanding, then unless specifically stated otherwise, this Agreement will prevail;

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

Writing: a reference to "written" or "in writing" includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

SCHEDULE: PAYMENT REQUEST

To: DEPARTMENT OF INTERNAL AFFAIRS

Dated: [•]

PAYMENT REQUEST

1. We refer to the Funding Agreement dated [•] 2020 between [•] as recipient (**Recipient**) and the Department of Internal Affairs (**DIA**) (the **Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.
2. This is a Payment Request for the purpose of clauses 1.2 and 1.3 of the Agreement.
3. Each of the Expenditure Programme Milestones that have been completed are:

[insert description of each of Expenditure Programme Milestones completed, including the date of completion]
4. The amount of Funding requested is \$[•] plus GST if any.
5. The Funding requested in this Payment Request has been or will be required to meet the Eligible Costs.
6. We enclose with this Payment Request:
 - (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to deliver the completed Expenditure Programme Milestone(s);
 - (b) the conditions to the applicable Expenditure Programme Milestone(s) as set out in the Funding Agreement and the Delivery Plan;
 - (c) a quarterly report; and **Note: (c) is not applicable for the first Payment Request, or where DIA has agreed under item 7 of the Key Terms that a Payment Request does not need to be provided alongside a quarterly report*
 - (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to Eligible Costs that have been incurred or will be incurred.
7. We confirm that:
 - (a) no Termination Event is subsisting; and
 - (b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

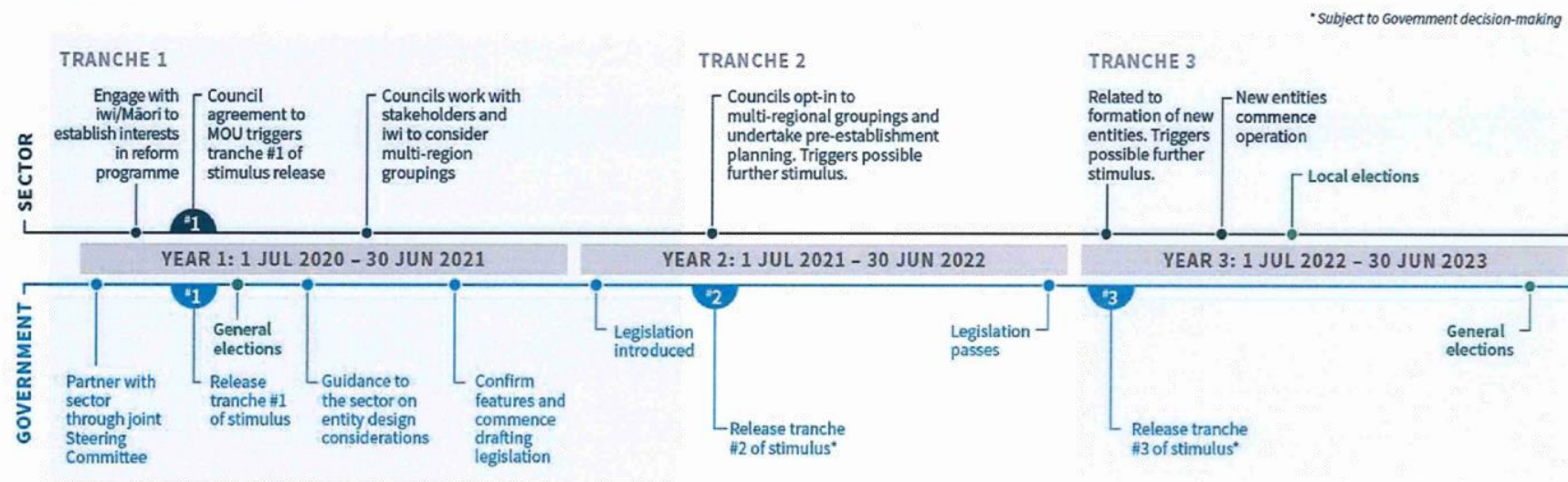
By and on behalf of the Recipient by

NAME OF RECIPIENT

Chief Executive

Authorised Officer

Indicative timeline



17.2 ANNUAL REPORT TO THE ALCOHOL REGULATORY AND LICENSING AUTHORITY

Author: Paul Cooper, Regulatory and Compliance Group Manager

Authoriser: Paul Cooper, Regulatory and Compliance Group Manager

Attachments: 1. **Annual Report Alcohol Regulatory and Licensing Authority 2019-20**
 

PURPOSE

1. To inform the Council on liquor licensing matters and to retrospectively seek endorsement of the Annual Report to Alcohol Regulatory and Licensing Authority (ARLA).

BACKGROUND

2. Section 199 of the Sale and Supply of Alcohol Act 2012 (the Act) requires that at the end of each financial year each the territorial authority must prepare and send to ARLA, a report of the proceedings and operations of its District Licensing Committees (DLC) during the year.
3. As per previous annual reports, ARLA has specified the form and content required in the report.
4. This report is a public record for the purposes of the Act, and a copy must be made available for inspection on the Council's website for a period of not less than five years. ARLA or the DLC must, on payment of any reasonable fee it has prescribed, provide a copy of each report to any person who asks for one.

PROPOSAL**Options**

5. The provision of an annual report is a statutory requirement.

ASSESSMENT OF SIGNIFICANCE

6. This matter is not deemed significant within Council's Significance and Engagement Policy.

CONSIDERATIONS

7. There are not considered to be any other relevant issues.

Legislation

8. Sale and Supply of Alcohol Act 2012

Territorial or Regional Council Regulations, Plans or Bylaws

9. Joint Local Alcohol Policy

FINANCIAL

10. There are no funding implications associated with this report.

RECOMMENDATION

That Council receives and adopts the Annual Report to the Alcohol Regulatory and Licensing Authority.

Waimate District Licensing Committee

Annual Report to the Alcohol Regulatory and Licensing Authority

For the year 2019 - 2020

Date: 23 July 2020

Prepared by: Debbie Fortuin
Environmental Compliance Manager
Timaru District Council

Introduction

The purpose of this report is to inform the Alcohol Regulatory and Licensing Authority (the Authority) of the general activity and operation of the Waimate District Licensing Committee (DLC) for the year 2019 - 2020.

There are three DLC's operating in the South Canterbury area under a single Commissioner, this model having been adopted during the implementation of the Sale and Supply of Alcohol Act 2012 (the Act) in December of 2013. The three DLC's are that of the Timaru, Waimate and Mackenzie Districts.

This report will relate to the activities of all the DLC's in the body of the text and to the Waimate DLC alone in the Annual Return portion of the report at the rear of this document. This satisfies the requirements of the territorial authority set out in section 199 of the Act.

Overview of DLC Workload

DLC Structure and Personnel

The table below shows the current membership of the three DLC's under the Commissioner. No changes occurred during the reporting period.

	Name	Role
Commissioner	Sharyn Cain	Deputy Mayor - Waimate District Council
Timaru DLC Members	Peter Burt	Deputy Chair, Councillor - Timaru District Council
	David Jack	Independent
	Gavin Oliver	Councillor - Timaru District Council
Mackenzie DLC Members	Graham Smith	Deputy Chair, Mayor - Mackenzie District Council
	Anne Munro	Councillor – Mackenzie District Council
	Murray Cox	Councillor – Mackenzie District Council
Waimate DLC Members	Craig Rowley	Mayor - Waimate District Council
	Sheila Paul	Councillor – Waimate District Council

Total costs for the period amounted to \$9964.87. This was made up of elected members allowances, travel costs, administration costs and solicitors fees, relating to the DLC.

In terms of Council staff delivering licensing services to the community and the DLC, there are 1.3 FTE licensing inspectors, a licensing administrator and the secretary to the three DLC's, who also manages the activity.

Of note current staffing levels are at capacity given the number of applications processed, monitoring requirements and enforcement functions they carry out across the three districts.

Hearings

There were no DLC hearings during the reporting period for Waimate DLC.

Local Alcohol Policy

The Timaru, Mackenzie and Waimate District Councils jointly prepared and developed a Local Alcohol Policy, which came into force on 24 March 2016.

The LAP was evaluated by the Timaru, Waimate and Mackenzie District Councils in June 2017 and found to be performing well. The policy continues to function well and remains fit for purpose.

Statistical Information

Statistical information about the operation of the DLC for the year 2019 - 2020 is in the prescribed form and follows overleaf.

- Annual return
- Current listing of licenced premises.

There was one ON and OFF Licence application withdrawn due to the closure of the business.

Covid-19 saw 1 special licence cancelled and application fee refunded. Also 1 special licenced event cancelled with no refund however their licence has been held for 12 months should they have a future date for their event.

Waimate District Licensing Committee

Annual Return

July 2019 – June 2020

On-licence, Off-licence and Club Licence Applications Received						
Application Type	Number Received in Fee Category – Very Low	Number Received in Fee Category – Low	Number Received in Fee Category – Medium	Number Received in Fee Category – High	Number Received in Fee Category – Very High	Total
On-licence new			2			
On-licence variation			1			
On-licence renewal			2			
Off-licence new						
Off-licence variation						
Off-licence renewal			3			
Club licence new						
Club licence variation						
Club licence renewal	1					
Total number	1		8			
Total fee paid to ARLA (GST inc)	\$17.25		\$414.00			

Annual Fees for Existing Licences Received						
Licence Type	Number Received in Fee Category – Very Low	Number Received in Fee Category – Low	Number Received in Fee Category – Medium	Number Received in Fee Category – High	Number Received in Fee Category – Very High	Total
On-licence			8	1		
Off-licence		1	6	1		
Club licence	3	2				
Endorsed Off	1	1				
Total number	4	4	14	2		
Total fee paid to ARLA (GST inc)	\$69.00	\$138.00	\$724.50	\$172.50		

Managers' Certificate Applications Received	
Application Type	Number Received
Managers' certificate new	12
Managers' certificate renewal	22
Total number	34
Total fee paid to ARLA (GST inc)	\$977.50

Special Licence Applications Received			
	Number Received in Category – Class 1	Number Received in Category – Class 2	Number Received in Category – Class 3
Special licence	2	8	11

Temporary Authority Applications Received	
	Number Received
Temporary authority	0

Permanent Club Charter Payments Received	
	Number Received
Permanent club charter payments	0
Total fee paid to ARLA (GST incl)	\$0

Total paid to ARLA	\$2512.75
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Number of District Licensing Committee Meetings Held

Date	Number
July 2019	4
August 2019	5
September 2019	5
October 2019	5
November 2019	4
December 2019	3
January 2020	3
February 2020	5
March 2020	2
April 2020	2
May 2020	2
June 2020	4

Waimate District Licensing Committee

List of Licenced Premises

As at 30 June 2020

Precis	Licence Type Desc
210 Queen Street, Waimate "Waimate Bowling Club"	Club Licence
Browns Road, Waimate "Waimate Golf Club"	Club Licence
30 Shearman Street, Waimate "Royal Tavern"	On Licence
30 Shearman Street, Waimate "Royal Tavern"	Off Licence
14 John Street, Waimate "Waimate Town & Country Club"	Off Licence
36 Waimate Highway, Makikihi, RD 8, Waimate "Makikihi Country Hotel"	On Licence
36 Waimate Highway, Makikihi, RD 8, Waimate "Makikihi Country Hotel"	Off Licence
228 Point Bush Road, RD 9, Waimate "Point Bush Estate Cellar Door"	Endorsed Off/Remote Sellers Licence
700 Craigmere Valley Road, Maungati "Maungati Golf Club"	Club Licence
8 Murray Street, Studholme "Studholme Hotel"	On Licence
4 Stony Creek Road, Waimate "Waihao Forks Hotel"	On Licence
4 Stony Creek Road, Waimate "Waihao Forks Hotel"	Off Licence
Main South Road, Hook, RD 8, Waimate "Butlers Berry Farm & Cafe" - SUSPENDED DUE TO UNPAID ANNUAL FEES	On Licence
1 Reddiffe Road, Glenavy "Glenavy Hotel"	On Licence
1 Reddiffe Road, Glenavy "Glenavy Hotel"	Off Licence
14 John Street, Waimate "Waimate Town and Country Club"	Club Licence
Manchester Park - Wall Street, Waimate "Waimate Rugby Football Club"	Club Licence
198 Morven Beach Road, RD 10, Waimate "Gifhorse & Cart Limited"	Endorsed Off/Remote Sellers Licence
95 Queen Street, Waimate 7924 "New World Waimate"	Off Licence
100 Queen Street, Waimate 7924 "Super Liquor Waimate"	Off Licence
25 Queen Street, Waimate "The Barn"	On Licence
198 Queen Street, Waimate "Queens Lodge"	On Licence
112-114 High Street, Waimate 7924 "The Waimate"	On Licence

17.3 DOG CONTROL ANNUAL REPORT 2019/20

Author: Paul Cooper, Regulatory and Compliance Group Manager

Authoriser: Paul Cooper, Regulatory and Compliance Group Manager

Attachments: Nil

PURPOSE

1. The purpose of this report is to inform the Council of dog control activities during the period 1 July 2019 to 30 June 2020.

BACKGROUND

2. Section 10A of the Dog Control Act 1996 (the Act) requires that Waimate District Council provides specific information to the Secretary for Local Government by way of an annual report each financial year (within one month of the Council adopting this report). This report is provided to satisfy that requirement.

PROPOSAL

3. The following dog control data relates to the 12 month period ending 30 June 2020.

Number of Registered Dogs in the District

Class	2018/19	2019/20
Pet, Working, and Rural Pet	2869	2876
Dangerous	2	2
Menacing	34	28
Total	2905	2906

Total Number of Disqualified Owners in the District

Period	2018/19	2019/20
Total	2	Nil

Number of Dogs Classified as Dangerous during the Reporting Year

Period	2018/19	2019/20
Total	2	Nil

Number of Dogs Classified as Menacing during the Reporting Year

Period	2018/19	2019/20
Total	34	9

Number of Infringement Notices Issued

Infringement		2018/19	2019/20
Failure to keep dog under control or confined on owners' property	s52A	15	11
Failure to keep dog under control	S53(1)	Nil	3
Failure to microchip dog	s33A(6)	47	1
Failure to register dog	s42	34	23
Failure to comply with classification	s33EC	4	4
Failure to carry leash	s54A	1	Nil
Failure to give information	s19(2)	1	Nil
Total		102	42

Note: The total number of infringement notices served excludes cancellations.

Number and Nature of Dog Related Service Requests Received

Service Request	2018/19	2019/20
Wandering dogs	192	147
Barking dogs	71	52
Rushing dogs	22	16
Animal attacks	6	14
Person attacks	3	-
Wandering stock	78	55
Animal welfare	22	15
Total	394	299

Number of Prosecutions Undertaken

Prosecutions	2018/19	2019/20
Total	Nil	Nil

Options

- It is a statutory requirement for Waimate District Council to provide an annual report each financial year, which must be publicly notified and forwarded to the Secretary for Local Government.

ASSESSMENT OF SIGNIFICANCE

- This matter is not deemed significant under the Council's Significance Policy.

CONSIDERATIONS

6. The dog control data provided in this report is similar to previous years in most respects, with increased compliance, and minimal service requests and complaints received during COVID-19 lockdown.
7. The report meets the reporting requirements of section 10A of the Act and it will be submitted to the Department of Internal Affairs (DIA), once adopted by the Committee.

Legislation

8. Dog Control Act 1996

Territorial or Regional Council Regulations, Plans or Bylaws

9. Waimate District Council Bylaw Chapter 6 – Control of Dogs
10. Waimate District Council Policy Document – Dog Control

RECOMMENDATION

1. That the Dog Control Annual Report 2019/20 be accepted; and
2. That, as required by the Act, Council adopts and publically notifies the Dog Control Annual Report 2019/20 and forward to the Secretary for Local Government.

17.4 PRESENTATION: WAIMATE 50 - 11.00AM

Author: Karalyn Reid, Committee Secretary and PA to the Mayor
Authoriser: Michelle Jones, Executive Support Manager
Attachments: Nil

PURPOSE

Waimate 50 Chairman, Rob Aikman has asked to update Council on the status of the annual Waimate 50 motorsport event, in light of the COVID-19 environment.

18 CONSIDERATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

Nil

PUBLIC EXCLUDED

19 EXCLUSION OF THE PUBLIC REPORT

RESOLUTION TO EXCLUDE THE PUBLIC

RECOMMENDATION

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

The general subject matter 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 of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
19.1 - Public Excluded minutes of the Council Meeting held on 23 June 2020	s6(a) - the making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
19.2 - Outstanding Council Actions Report - Public Excluded	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
19.3 - Waste Minimisation and Management Services Procurement	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
19.4 - Forestry Projects	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

19.5 - Appointment of Non- Executive Director - Alpine Energy	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

**20 RE-ADMITTANCE OF THE PUBLIC REPORT
MEETING CLOSURE**