

Council Public Agenda - 30 August 2022

Council Chambers
101 Bank Street
Te Awamutu



Chairperson
His Worship the Mayor JB Mylchreest

Members
EH Barnes, AW Brown, LE Brown, PTJ Coles, RDB Gordon, ML Gower, SC O'Regan, MJ Pettit, EM Stolwyk, CS St Pierre, BS Thomas, GRP Webber

30 August 2022 09:00 AM

Agenda Topic	Presenter	Time	Page
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9. Submission on NPS - Indigenous Biodiversity	Kirsty Downey	09:27 AM-09:57 AM	48
10. Cambridge Community Board Chairperson's Annual Report	Sue Milner	09:57 AM-10:07 AM	59
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15.	Memorandum of Understanding with the Climax 1317 Trust	Gary Knighton	10:47 AM-10:57 AM	93
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17.	Easement Agreement for Te Awa Cycleway at Taumatawīwī	John Miles	10:58 AM-11:03 AM	110
18.	Resolution to Exclude the Public	Chairperson	11:03 AM-11:04 AM	129

WORKSHOP: (Timings are indicative only)

OPEN

11.25am

Cambridge Water Tower (15 minutes)

COUNCIL AGENDA



APOLOGIES

COUNCIL AGENDA



DISCLOSURE OF MEMBERS' INTERESTS

Members are reminded to declare and stand aside from decision making when a conflict arises between their role as an elected member and any private or other external interest they may have.

COUNCIL AGENDA



LATE ITEMS

Items not on the agenda for the meeting require a resolution under section 46A of the Local Government Official Information and Meetings Act 1987 stating the reasons why the item was not on the agenda and why it cannot be dealt with at a subsequent meeting on the basis of a full agenda item. It is important to note that late items can only be dealt with when special circumstances exist and not as a means of avoiding or frustrating the requirements in the Act relating to notice, agendas, agenda format and content.

COUNCIL AGENDA



CONFIRMATION OF ORDER OF MEETING

Recommendation

That Council confirms the order of the meeting.

COUNCIL AGENDA



COUNCILLORS UPDATE ON ATTENDANCES

Councillors who have attended a conference, seminar or meeting on behalf of Waipā District Council may provide a verbal update.

COUNCIL AGENDA



To: His Worship the Mayor and Councillors
From: Governance
Subject: **CONFIRMATION OF MINUTES**
Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The local authority, its committees, subcommittees and any local and community boards must keep minutes of their proceedings. These minutes must be kept in hard or electronic copy, authorised by a Chairperson’s manual or electronic signature once confirmed by resolution at a subsequent meeting. Once authorised the minutes are the prima facie evidence of the proceedings they relate to.

The only topic that may be discussed at a subsequent meeting, with respect to the minutes, is their correctness.

2 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That the open minutes of the Waipa District Council meeting held on 26 July 2022, having been circulated, be taken as read and confirmed as a true and correct record of that meeting.

3 ATTACHMENT - ĀPITITANGA

Council Minutes – 26 July 2022

COUNCIL MINUTES



Time: 9.00am
Date: Tuesday 26 July 2022
Venue: Council Chambers, Waipā District Council,
101 Bank Street, Te Awamutu

PRESENT

Chairperson

His Worship the Mayor JB Mylchreest

Members

AW Brown, LE Brown, PTJ Coles, RDB Gordon (via Zoom), ML Gower, SC O'Regan, MJ Pettit, EM Stolwyk (via Zoom from 12.35pm), CS St Pierre, BS Thomas, GRP Webber

1 APOLOGIES

RESOLVED

1/22/46

That the apology for lateness from Councillor Stolwyk and non-attendance from Councillor Barnes be received.

Councillor O'Regan/ Councillor St Pierre

2 DISCLOSURE OF MEMBERS' INTERESTS

Councillor Gower declared an interest in item 22.

3 LATE ITEMS

Nil

4 CONFIRMATION OF ORDER OF MEETING

RESOLVED

1/22/47

That Council confirms the order of the meeting.

Councillor L. Brown / Councillor Webber



5 COUNCILLORS UPDATE ON ATTENDANCES

Councillors who attended a conference, seminar or meeting on behalf of Waipā District Council provided a verbal update.

Councillor St Pierre attended the Local Government New Zealand Annual Conference in Palmerston North.

Councillor L. Brown attended the Local Government New Zealand Annual Conference in Palmerston North.

Councillor Thomas attended the Pirongia Community Association Annual General Meeting and the Commsafe Annual General Meeting.

Councillor Coles attended the Local Government New Zealand Annual Conference in Palmerston North, a webinar on the Waipā District Council Dog Control Bylaw and a Zoom meeting on Local Government Resource Management Act reforms.

Councillor O'Regan attended the Local Government New Zealand Limitless Webinar and attended the Cambridge Chamber of Commerce Long Lunch.

Mayor Mylchreest attended the Local Government New Zealand Annual Conference in Palmerston North.

6 CONFIRMATION OF MINUTES

RESOLVED

1/22/48

That the open minutes of the Waipā District Council meeting held on 28 June 2022, having been circulated, be taken as read and confirmed as a true and correct record of that meeting.

Councillor A. Brown/ Councillor Gower

COUNCIL MINUTES



7 DOCUMENTS SIGNED UNDER COUNCIL SEAL

Council policy and delegated authority provides for use of the Council seal prior to notification to Council in specified cases.

RESOLVED

1/22/49

That the following schedule of documents to which the Common Seal of the Waipā District Council has been applied under delegated authority be received:

a) *Warrants as set out below:*

Position for Warrant	Name of Staff
<i>Enforcement Officer (Contractor)</i>	<i>Sarah Woollaston</i>
<i>Building Compliance Officer - Processing</i>	<i>Kailing Li</i>

Councillor A. Brown/ Councillor Gower

8 WATER REFORMS – BETTER OFF FUNDING

The report sought Council support for a short-list of prioritised projects/initiatives to allow further development of a formal Funding Proposal for the Three Waters Reform: Better Off Support Package for Tranche 1 allocations, and to inform engagement with mana whenua and iwi to consider the short-list and assist Council to determine how it may use its funding allocation.

Discussion was held around the pros and cons of accepting and not accepting the Tranche 1 funding proposal.

Concerns were raised as to whether the acceptance of this Tranche one tax payer funded package would mean it would have to be repaid back if Council did not commit to the Three Waters Reform.

It was confirmed that the Department of Internal Affairs (DIA) set the criteria for the projects and the proposed projects all met that strict criteria.

Amendments were made to the recommendation to incorporate community engagement as part of the process, including the Development of a Resource Recovery

COUNCIL MINUTES



Centre in the short-list of projects and a letter being written to the Department of Internal Affairs requesting the removal of clause 4.3(c)(v) from the Funding Agreement.

RESOLVED

1/22/50

That Council

- a) *Receives the report of Peter Thomson, Manager Project Delivery titled Water Reforms – Better Off Funding (document number 10831999);*

Councillor Gower/Councillor L. Brown

- b) *Supports Option 3, the preparation of a draft funding proposal for the Better Off Support Package Tranche 1 allocation for the following short-list of projects/initiatives:*

- I. Design and Build Te Ara Wai;*
- II. Urban Mobility Network Programme Implementation;*
- III. Cycling - Te Awamutu/Ngaroto/Pirongia Connection;*
- IV. Ngā Roto Management Plan Heritage Restoration;*
- V. Cambridge Library Feasibility Study;*
- VI. Street Lighting Improvements – Urban Areas,*
- VII. the Development of a Resource Recovery Centre;*

to facilitate further work preparing a draft Funding Proposal for the Better Off Support Package Tranche 1 allocation;

Councillor Pettit/Councillor A. Brown

(Councillors Webber, Thomas, St Pierre, and Gordon requested that their votes against be recorded)

- c) *Supports engagement with mana whenua and iwi to assist Council in determining a draft Funding Proposal and how Council may use its Better Off Support Package Tranche 1 allocation;*

Councillor O'Regan/Councillor A. Brown

(Councillors Webber, Thomas, St Pierre, Coles and Gordon requested that their votes against be recorded)

Mayor Mylchreest used his casting vote, and the recommendation was passed.

- d) *supports engagement with the community on:*
- i) whether Council should take advantage of the better off funding, and*
 - ii) the projects/initiatives to be selected from the shortlist of tranche 1 of the better off funding listed in recommendation (b);*

COUNCIL MINUTES



Councillor Pettit/Councillor St Pierre
(Councillor Webber requested that his vote against be recorded)

- e) *approves a letter being written by the Office of the Mayor to the Department of Internal Affairs specifically requesting that clause 4.3(c)(v) be removed from the Funding Agreement included in Appendix 3 of this report;*

Councillor A. Brown/Councillor O'Regan

- f) *Requests that staff report back to the Service Delivery Committee meeting on 20 September 2022 with a Funding Proposal for the Tranche 1 allocation from the Better Off Support fund, which reviews all relevant issues and options regarding any decision to lodge a Tranche 1 Funding Proposal and entering into a Funding Agreement with the Government.*

Councillor Gower/Councillor L. Brown

[Meeting adjourned at 10.20am and reconvened at 10.40am]

9 SUBMISSION TO SELECT COMMITTEE – WATER SERVICES ENTITIES BILL

The report sought the approval of Elected Members of a draft submission from Waipā District Council (Council) to be submitted by his Worship the Mayor Jim Mylchreest, to the Finance and Expenditure Committee (the Select Committee) of Parliament on the Water Services Entities Bill.

A request was made to include reference in the submission to the Lisbon Charter – “Guiding the Public Principles and Regulation of Drinking Water Supply, Sanitation and Wastewater Management Services”.

RESOLVED

1/22/51

That Council

- a) *Receives the report of Dawn Inglis, Group Manager Service Delivery, titled Submission to Select Committee – Water Services Entities Bill (document number 10832037);*
- b) *Approves the submission on the Water Services Entities Bill attached as Appendix 2 to this report (document number 10835278), and delegates the Chief Executive to formally submit this to the Finance and Expenditure Committee of Parliament, subject to staff referencing the Lisbon Charter;*
- c) *Approves His Worship the Mayor, Jim Mylchreest, to be heard on this submission at the Finance and Expenditure Committee of Parliament.*

COUNCIL MINUTES



Councillor Gordon/ Councillor St Pierre
[Councillors Gower and A. Brown requested that their votes against be recorded]

10 SUBMISSION – WAIKATO REGIONAL PUBLIC TRANSPORT PLAN

The report sought approval to make a submission on behalf of Waipā District Council on the Waikato Regional Public Transport Plan to the Waikato Regional Council.

The recommendation was amended to include references to employment in question 9, emphasis on regional public transport and improvements to the train line over the Whangamarino swamp.

RESOLVED

1/22/52

That Council

- a) *Receives the report of Bryan Hudson, Manager Transportation, titled Submission – Waikato Regional Public Transport Plan, (document number 10845468);*
- b) *Approves the Council’s submission to Waikato Regional Council on the Waikato Regional Public Transport Plan, attached as Appendix 1 to this report (document number 10845681), subject to the following amendments;*
 - i. *Factoring in employment into question 9,*
 - ii. *Extension of current wording to ensure public transport within our growing towns is adequately covered,*
 - iii. *Include provision for improvements to the train line over Whangamarino swamp;*
- c) *Approves the Deputy Mayor (option 2) to present Waipā District Council’s submission on the Waikato Regional Public Transport Plan.*

Councillor L. Brown/ Councillor Gower



11 ALTERNATE FOR FUTURE PROOF COMMITTEE

The report sought the appointment of an alternate for the Future Proof Committee.

RESOLVED

1/22/53

That Council

- a) *Receives the report of Jo Gread, Manager Governance titled Alternate for Future Proof Committee (document number 10850026), and*
- b) *Appoints Councillor O'Regan as an alternate to the Future Proof Implementation Committee, a joint committee of Hamilton City Council, Waikato District Council, Waipā District Council, Waikato Regional Council, Matamata-Piako District Council and tangata whenua.*

Councillor Gower/ Councillor A. Brown

12 COMMUNITY BOARD REVIEW

Dr Steven Finlay of EQUIP Consultancy / Local Government New Zealand and Jo Gread Manager Governance presented the community board review as requested by Elected Members during the Representation Review in 2021.

Sue Milner, Chairperson of the Cambridge Community Board and Ange Holt, Chairperson of the Te Awamutu Community Board were in attendance and were given an opportunity to speak as Chairpersons of their respective Community Boards.

RESOLVED

1/22/54

That Council

- a) *Receives the report of Jo Gread, Manager Governance titled Community Board Review (document number 10850416);*
- b) *Adopts the recommendations included in the report prepared by EQUIP Consultancy titled 'Waipā District Council Community Board Review, The State and Relevance of Community Boards in 2022' included in Appendix 1 of this Report (document number 10857300).*

Councillor Coles/ Councillor L. Brown

COUNCIL MINUTES



[Councillor Coles departed the meeting at 11.53am and returned at 11.59am]

13 AMENDMENT TO INFRASTRUCTURE STRATEGY

The report sought Council approval to amend the 2021-2051 Infrastructure Strategy.

RESOLVED

1/22/55

That Council

- a) *Receives the report of Kirsty Downey, Group Manager Strategy titled Amendment to Infrastructure Strategy ECM 10850813;*
- b) *Notes that projects named T2, T4, T6, T8-T9, T11-T13 and T15 in the consultation version of the 2021-2051 Infrastructure Strategy (“Transport Projects”) were mistakenly dropped from the final version of that strategy; and*
- c) *Pursuant to section 46 of the Legislation Act 2019 approves the amendment of the 2021-2051 Infrastructure Strategy to:*
 - i. *reinsert the Transport Projects;*
 - ii. *rename the Transport Projects T5-T13 ; and*
 - iii. *for project T15 (to be renamed T13 as per recommendation (c)(ii) above), amend the start date to 2024 to align with the actual start date specified in the 2021-31 Long Term Plan,*

as detailed in Appendix 1 to this report ECM 10850829.

Councillor Webber/ Councillor A. Brown

14 EASEMENT TO PROTECT RELOCATED SEWER LINE

The report sought approval for the registration of an easement over a property in Cambridge to protect a sewer line that has been relocated.

RESOLVED

1/22/56

That Council

COUNCIL MINUTES



- a) *Receives the report of John Miles Manager Property Projects titled Easement to Protect Relocated Sewer Line (ECM Number 10853769);*
- b) *Approves the registration of an Easement in Gross over part of the land owned by Dion Francis Williams and Simone Margaret Williams being Part of Lot 1 on Deposited Plan South Auckland 264, and being the land marked 'A' on LT Plan 568132, and being part of the land contained in Record of Title SA4B/665, for a consideration of One Dollar (\$1).*
- c) *Subject to the various requirements set out in recommendation b), authority is delegated to the Group Manager Business Support to negotiate the final terms of the agreement for the easement in gross and to sign and apply the common seal (if required) to the agreement and/or any other documentation to effect the transactions provided for in recommendation b).*

Councillor A. Brown/ Councillor Coles

15 ROAD DEDICATION AND POTENTIAL DISPOSAL OF UNFORMED ROAD RUKUHIA

The report presented by John Miles, Manager Property Projects, sought approval from Council to take the necessary steps required to dedicate Ingram Road as legal road, and dispose of unformed road no longer required in Rukuhia.

RESOLVED

1/22/57

That Council

- a) *Receives the report of John Miles Manager Property Projects titled Road Dedication and Potential Disposal of Unformed Road Rukuhia (ECM number 10853767);*
- b) *Resolves that pursuant to Section 111 of the Reserves Act 1977, the local purpose (road) reserve vested in Council and described as Lot 104, Deposited Plan 509354, being all the land contained in Record of Title 809664, be dedicated as road.*
- c) *Consents under section 114 of the Public Works Act 1981 to declare the balance of Ingram Road as Road.*

COUNCIL MINUTES



- d) Approves that the unformed road located between Ingram Road and State Highway 3 be made available for disposal at a valuation to be determined by an independent registered valuation, and subject to all statutory processes required to dispose of the unformed road under the Local Government Act 1974 being followed.
- e) Subject to the various requirements set out in recommendations b), c) and d), authority is delegated to the Group Manager Business Support to negotiate the final terms of the agreements for the dedication as road reserve, and the disposal of the unformed road, and to sign and apply the common seal (if required) to the agreements and/or any other documentation to effect the transactions provided for in recommendations b), c) and d).

Councillor Thomas/ Councillor Webber

16 RESOLUTION TO EXCLUDE THE PUBLIC

RESOLVED

1/22/58

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

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
17. Public Excluded Minutes – 28 June 2022 18. Acquisition of Land C8 Growth Cell for Local Purpose Reserve – Recreation and Utility 19. Acquisition of Land in the C2 Growth Cell	<i>Good reason to withhold exists under section 7 Local Government Official Information and Meetings Act 1987</i>	<i>Section 48(1)(a)</i>

COUNCIL MINUTES



20. Te Awamutu
Residential Land
Development Proposal
21. Potential Sale of
Land Kihikihi
22. Potential
Acquisition of Land
Kihikihi

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act, or Sections 6, 7 or 9 of the Official Information Act 1982, as the case may be, which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, are as follows:

Item No.	Section	Interest
17,18,19,21,22	Section 7(2)(i)	To enable the Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
20	Section 7(2)(h)	To enable the council to carry out, without prejudice or disadvantage, commercial activities.
17	Section 7(2)(a)	To protect the privacy of natural persons, including that of deceased natural persons.

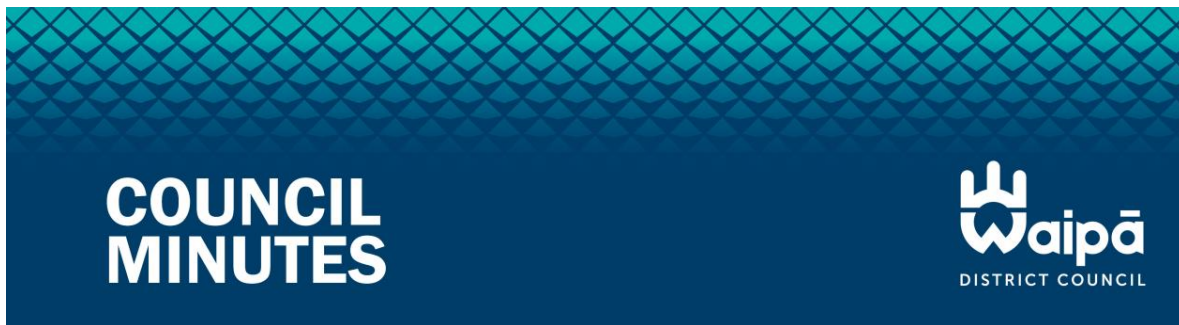
Councillor A. Brown/ Councillor St Pierre

The meeting went into Public Exclusion at 12.03pm.
[meeting adjourned at 12.03pm and reconvened at 12.35pm]

There being no further business the meeting closed at 1.05pm.

CONFIRMED AS A TRUE AND CORRECT RECORD

CHAIRPERSON:



DATE: _____

COUNCIL AGENDA



To: His Worship the Mayor and Councillors
From: Governance
Subject: **DOCUMENTS SIGNED UNDER COUNCIL SEAL**
Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

Council policy and delegated authority provides for use of the Council seal prior to notification to Council in specified cases.

2 RECOMMENDATION– TŪTOHU Ā-KAIMAHI

That the following schedule of documents to which the Common Seal of the Waipā District Council has been applied under delegated authority be received:

- a) *Plan Change 13 - Uplifting Deferred Zones*
- b) *Plan Change 18 - Beekeeping in Residential Zones*
- c) *Warrants as set out below:*

Position for Warrant	Name of Staff
<i>Building Compliance Officer Inspections</i>	<i>David Joyce</i>
<i>Parks and Reserves Supervisor</i>	<i>Sheena Brock</i>
<i>Intermediate Planner (change of role from Planner)</i>	<i>Dawn Pritchard</i>
<i>Maintenance and Works Planner</i>	<i>John Connor</i>

COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Strategic Projects Driver
Subject: **ADOPTION OF THE DRAFT WAIPĀ DISTRICT WATER SUPPLY BYLAW 2022**
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is to adopt the draft Waipā District Water Supply Bylaw 2022.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

A statutory review of Council's Water Supply Bylaw 2013 has been undertaken under section 159 of the Local Government Act 2002. Following a public consultation process and the subsequent consideration of submissions on 2 August 2022, the Strategic Planning and Policy Committee made a recommendation that Council adopts the draft Waipā District Water Supply Bylaw 2022.

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of Graham Pollard, Strategic Projects Driver titled Adoption of the Draft Waipā District Water Supply Bylaw 2022 (document number 10875793);*
- b) *Notes that the draft Waipā District Water Supply Bylaw 2022 attached to this report as Appendix 1 (document number 10772460) meets the requirements of section 155 of the Local Government Act 2002 in that the proposed bylaw is the most appropriate way of addressing the perceived problem, the bylaw is the most appropriate form of bylaw, and does not give rise to any implications under, and is not inconsistent with, the New Zealand Bill of Rights Act 1990;*
- c) *Adopts the draft Waipā District Water Supply Bylaw 2022 attached to this report as Appendix 1 (document number 10772460) with effect from 1 October 2022 pursuant to the Local Government Act 2002.*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

At its meeting on 2 August 2022, the Strategic Planning and Policy Committee received, heard and deliberated on the three submissions received. The Committee agreed by resolution 2/22/57 to recommend “that the Waipā District Council adopts the draft Waipā District Water Supply Bylaw 2022 for implementation on 1 October 2022.”

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8, and have assessed that the matter(s) in this report are of high significance. Council has undertaken consultation on the draft bylaw, following the Special Consultative Procedure, as required by the Local Government Act 2002.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
<p>Option 1: Adoption of the draft bylaw</p>	<ul style="list-style-type: none"> ▪ <i>Enables new bylaw protections to be enforceable from 1 October 2022</i> ▪ <i>Enables the project to be completed prior to Three Waters reforms taking effect</i> 	
<p>Option 2: Draft bylaw is not adopted</p>	<ul style="list-style-type: none"> ▪ <i>Suspension of the process might enable Three Waters reforms to be incorporated if appropriate (although a bylaw amendment would achieve the same end).</i> 	<ul style="list-style-type: none"> ▪ <i>Suspends the bylaw review process.</i> ▪ <i>The Water Supply Bylaw 2013 is not updated in respect of water supplies, backflow prevention and water metering.</i> ▪ <i>The Water Supply Bylaw 2013 remains in force either until it lapses in 2025, or until this (or another) draft bylaw is adopted in the interim.</i>

The recommended option is Option 1. The reason for this is that the Water Supply Bylaw 2013 review process will be complete, and a new fit-for-purpose bylaw will replace it as soon as practicably possible.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Council’s Vision and Strategic Priorities

Adoption of the draft bylaw is consistent with Council’s vision to build connected communities, and the Community Outcomes which are prefaced on community wellbeing.

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Staff confirm that the staff recommendation to adopt the draft Waipā District Water Supply Bylaw 2022 (option 1) complies with Council’s legal and policy requirements under Part 8 of the Local Government Act 2002.

Financial Considerations – Whaiwhakaaro ā-Pūtea

The total costs to complete this Water Supply Bylaw 2013 review are less than \$1,000. This amount is budgeted for in the current year.

Risks - Tūraru


There are no known significant risks associated with the decisions required for this matter.

8 NEXT ACTIONS

Action	Responsibility	By When
Public notice of adoption of the Waipā District Water Supply Bylaw 2022, published in Cambridge and Te Awamutu	Strategic Projects Driver	30 September 2022
Copies of the Waipā District Water Supply Bylaw 2022 made available at Waipā libraries, Council offices and online at www.waipadc.govt.nz	Strategic Projects Driver	30 September 2022

9 APPENDIX - ĀPITITANGA

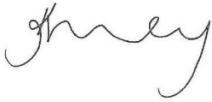
No:	Appendix Title
1	Draft Waipā District Water Supply Bylaw 2022 (document number 10772460)



GRAHAM POLLARD
STRATEGIC PROJECTS DRIVER



Reviewed by Diana Aquilina
LEGAL COUNSEL



Approved by Kirsty Downey
GROUP MANAGER STRATEGY

APPENDIX 1

Draft Waipā District Water Supply Bylaw 2022 (document number 10772460)

Appendix 1

Draft WAIPĀ DISTRICT WATER SUPPLY BYLAW 2022

October 2022

This Bylaw is made by Waipa District Council under the powers given to it by the Local Government Act 2002 and the Health Act 1956.

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DRAFT

First adopted:	24 June 2008 (operative 1 July 2008)
Revisions/Amendments Dates:	24 September 2013 (operative 1 October 2013) TBD – 2 August 2022 (operative 1 October 2022)
Next review date:	TBD – 1 October 2032
Engagement required:	Section 156 Local Government Act 2002
Document number:	10772460
Associated documents:	
Bylaw Owner:	Group Manager Service Delivery

PART 1

Preliminary Provisions

1. Title, Application and Commencement

- 1.1. This Bylaw is the Waipā District Water Supply Bylaw 2022.
- 1.2. This Bylaw applies to the district of Waipa District Council.
- 1.3. This Bylaw comes into force on 1 October 2022.
- 1.4. The Waipa District Council Water Supply Bylaw 2013 is revoked and replaced by this Bylaw.

2. Purpose

- 2.1. The purpose of this Bylaw is to:
 - a) protect, promote and maintain public health and safety;
 - b) manage the land, structures, or infrastructure associated with the Water Supply System; and
 - c) protect from damage, misuse, or loss, or to prevent the use of, the land, structures, or infrastructure associated with the Water Supply System.

3. Interpretation

- 3.1. In this Bylaw, unless the context otherwise requires:

Term	Definition
Act	means the Local Government Act 2002.
Approved or Approval	means a written approval, permit or consent provided by Council, including any authorised officer of Council.
Backflow Prevention Device	means a device or air gap that is designed to prevent the unplanned reversal of the flow of water or mixtures of water and contaminants into the Water Supply System. These devices can include non-return valves, reduced pressure zone devices and double check valves.
Boundary	means the legal boundary of the Premises receiving a supply of water.
Controlled Catchment Area	means an area of land from which Council draws water for the Water Supply System and categorised as 'Controlled' by Council resolution.
Council	means Waipa District Council.
Customer	means a person who has obtained the right to use, or direct the manner of use of, water supplied by Council.

Extraordinary Use	<p>all purposes for which water is supplied other than Ordinary Use and which may be subject to specific conditions and limitations including:</p> <ul style="list-style-type: none"> (a) Domestic – spa or swimming pool, and fixed garden irrigation systems (b) Commercial (c) Industrial (d) Agricultural (e) Horticultural (f) Viticultural (g) Lifestyle blocks (rural supplies, peri-urban or small rural residential) (h) Fire protection systems other than sprinkler systems installed to comply with NZS 4517 (i) Use outside a defined Water Supply Area (j) Supply outside of the Waipā District (k) Temporary supply (l) Any use where supplied by a water carrier.
Individual Customer Agreement	means an agreement between Council and a Customer that outlines both parties’ rights and responsibilities for the supply and use of water.
NZS	means New Zealand Standards.
Level of Service	means the measurable performance standards on which Council undertakes to supply water to its Customers.
Occupier	means the person having a legal right to occupy and use all or part of the Premises receiving a supply of water from Council that includes a tenant, lessee, licensee, manager, foreperson, or any other person acting in the general management or control of any Premises.
On-demand Supply	means a supply which is available on-demand directly from the Point of Supply, subject to the agreed Level of Service and the requirements of this Bylaw.
On-demand Water Supply Area	means an area constituted by Council Resolution as an area serviced by a reticulated Water Supply System that is intended to supply water to Customers via On-demand Supply.
Open Catchment Area	means an area of land from which Council draws water for the Water Supply System and categorised as “Open” by Council resolution.

Ordinary Use	<p>means water supply for the purpose of providing for individual household use and for human drinking and sanitation needs, including:</p> <ul style="list-style-type: none"> (a) washing down a car, boat or similar; (b) garden watering by hand; (c) garden watering by any portable device.
Owner	<p>means the person or entity having legal ownership of the Premises receiving a supply of water from Council.</p>
Point of Supply	<p>means the point on the water pipe leading from the water main or Supply Pipe to the Premises, which marks the boundary of responsibility between the Customer and Council.</p>
Premises	<p>means the physical location to which a water supply is provided and includes:</p> <ul style="list-style-type: none"> (a) a property or allotment which is held under a separate Certificate of Title or for which a separate Certificate of Title may be issued; or (b) a building or part of a building that has been defined as an individual unit by a cross-lease, unit title or company lease; or (c) land held in public ownership (e.g. reserve) for a particular purpose.
Prescribed Charges	<p>means the charges applicable for the connection to and/or use of the Water Supply System, and may include:</p> <ul style="list-style-type: none"> (a) payment to Council for the physical works required to provide the connection; and/or (b) a development contribution charge determined in accordance with the Local Government Act 2002; (c) a financial contribution charge determined in accordance with the Resource Management Act 1991; (d) Bacteriological and chemical testing costs as per drinking water standards under the Water Services Act 2021 to ensure a connection is safe; (e) Individual Customer Agreement charges; (f) capital contribution charge determined by the Annual Plan process; (g) any other charges which may be lawfully charged by Council in respect of the supply of water, including as set out in Council's Fees and Charges policy as determined in accordance with the Act.

Public Notice	means a notice published in: <ul style="list-style-type: none"> (a) one or more daily newspapers circulated in the region or district of Council; or (b) one or more other newspapers that have at least an equivalent circulation in that region or district to the daily newspapers circulating in that region or district; and (c) includes any other public notice that Council thinks desirable in the circumstances
Regional Infrastructure Technical Specifications (RITS)	means the document developed and maintained by Waikato Local Authority Shared Services Limited that sets out how to design and construct transportation, water supply, wastewater, stormwater and landscaping infrastructure in the participating councils' areas.
Restricted Catchment Area	means an area of land from which Council draws water for the Water Supply System and categorized as Restricted by Council resolution.
Restricted Flow Supply	means a type of water supply connection where water is supplied through a flow control device so that the water supply is restricted so as to deliver the allocated number of water units at a steady flow rate through a water meter, and storage is provided by the Customer to cater for demand fluctuations. This is sometimes referred to as trickle feed supply.
Restricted Water Supply Area	means an area constituted by Council Resolution as an area serviced by a reticulated Water Supply System, that is generally intended to supply water to Customers via Restricted Flow Supply.
Restrictor	means a flow control device fitted to the Service Pipe to limit the flow rate of water to a Customer's Premises as determined by Council.
Service Pipe	means the section of water pipe between a water main and the Point of Supply.
Service Valve	means the valve at the Customer end of the Service Pipe used to control and/or isolate the supply.
Stopcock/Toby	means a control valve to restrict or stop the flow of water on the Customer's side of the Service Valve.
Storage Tank	means any tank having a free water surface to which water is supplied across a Backflow Prevention Device, generally owned and maintained by the Customer.
Supply Pipe	means the section of pipe between the Point of Supply and the Customer's Premises through which water is conveyed to the Premises.

Trunk Main	means a water main intended to transfer bulk water to and/or within a networked system (for example, a water pipe taking water from a water source to a treatment plant or from a treatment plant to a reservoir).
Water Supply Area	means an On-Demand Water Supply Area or Restricted Water Supply Area.
Water Supply System	means all those components of the public water supply network between the point of abstraction from the natural environment to the Point of Supply. This includes: catchments, wells, infiltration galleries, intake structures, open raw water storage ponds/lakes, falling mains, treatment plants, treated water reservoirs, Trunk Mains, service mains, rider mains, pump stations and pumps, valves, hydrants, scour lines, Service Pipes (including fire mains), boundary assemblies, meters, Backflow Prevention Devices and Stopcocks/Tobys.
Working Day	means any day other than a Saturday, Sunday or a public holiday, as that term is defined in the Holidays Act 2003.

- 3.2** To avoid doubt, compliance with this Bylaw does not remove the need to comply with all other applicable Acts, regulations and rules of law.
- 3.3** Unless the context requires another meaning, a term of expression that is defined in the Act and used in this Bylaw, but not defined, has the meaning given by the Act.
- 3.4** Any guidance notes and attachments are for information purposes, do not form part of this Bylaw, and may be made, amended and revoked without formality.
- 3.5** To avoid doubt, the Legislation Act 2019 applies to this Bylaw.
- 3.6** To avoid doubt, reference to “include” and “including” in this Bylaw means without limitation.
- 3.7** Nothing in this Bylaw applies to the taking water from hydrants and other access points in the Water Supply System by firefighters or fire brigades, which is regulated by the Fire and Emergency New Zealand Act 2017.

PART 2

Protection of the Water Supply System

4. Protection of Water Supply System

- 4.1.** No person, except Council, may have access to, or interfere with, any part of the Water Supply System, except with Council Approval or otherwise in accordance with this Bylaw.
- 4.2.** Any Owner or Occupier of Premises must ensure that the water supply to that Premises is used and maintained in a manner so that no public health hazard or public health nuisance occurs that could affect the Water Supply System.
- 4.3.** Where any item on a Premises may potentially contaminate the Water Supply System or cause a risk to public health and safety, Council may request in writing that the Owner or Occupier remove the item. If the item is not removed within the period specified, Council may remove the

item and recover the cost of doing so from the Owner or Occupier.

- 4.4.** No person may gain access to, or draw water from fire hydrants, except:
- a) for the purpose of fighting fires, and
 - b) Fire and Emergency New Zealand for training and the purposes of performing or exercising its functions, duties, or powers, and
 - c) Council.

5. Works Near Water Supply System

- 5.1.** No person may undertake excavation or ground disturbance works, or any other works with the potential to cause damage to the Water Supply System, without first viewing Council's records of its buried Water Supply System to establish whether or not the Water Supply System is located in the vicinity of the proposed works.
- 5.2.** No person may carry out any excavation or ground disturbance works, or any other works with the potential to cause damage to the Water Supply System in the vicinity of Council's buried Water Supply System, unless:
- a) prior Council Approval has been granted for that purpose; and
 - b) at least five (5) Working Days' notice in writing has been given to Council, prior to the commencement of such works.
- 5.3.** Any Approval under clause 5.2(a) may be subject to any conditions the Council considers necessary, which may include the requirement for the independent supervision of the works at the cost of the person carrying out the works and full reinstatement of the affected area.
- 5.4.** Prior to any works Approved under clause 5.2(a) commencing, Council may choose to physically mark out on the ground the location (within half a metre) of its buried Water Supply System. Council may impose a Prescribed Charge for this service.
- 5.5.** Any person undertaking any works in the vicinity of Council's buried Water Supply System must take reasonable care to ensure that the work is carried out in a manner that does not destroy, damage, obstruct or compromise the integrity of the Water Supply System or create a risk to public safety.

Guidance Note:

Under section 175 of the Local Government Act 2002, a person who wilfully or negligently destroys, damages, stops, obstructs or otherwise interferes with any works or property owned, constructed, acquired, or used by a local authority is liable for, as the case may be:

- a) the amount of the destruction or damage;
- b) the cost incurred by the local authority in removing the stoppage or obstruction; or
- c) the loss or expense incurred by the local authority by the stoppage or obstruction or interference.

Under section 225(1)(d) of the Local Government Act 2002 it is an offence to wilfully or maliciously or negligently carry out work on, or in relation to, a waterworks without first notifying the local authority of the intention to carry out the work; and obtaining written authorisation from the local authority, with terms or conditions the local authority thinks fit.

Under section 232 of the Local Government Act 2002 it is an offence to wilfully or maliciously or negligently destroy, damage, stop, obstruct or interfere with a waterwork vested in, or under the control of a local authority.

6. Protection of Water Sources

- 6.1. Council may by resolution categorise an area from which untreated water is drawn by Council into the Water Supply System into one the following catchments:
- a) Controlled Catchment Area;
 - b) Restricted Catchment Area; or
 - c) Open Catchment Area.

Guidance Note:

Maps of Council's Water Supply Catchment Areas can be found on Council's website. These are subject to change from time to time by Council resolution.

- 6.2. No person may enter any Controlled Catchment Area, except with prior Council Approval, which may be subject to any conditions the Council considers necessary.
- 6.3. No person may undertake any of the following activities in a Restricted Catchment Area, except with prior Council Approval, which may be subject to any conditions the Council considers necessary:
- a) camping;
 - b) hunting;
 - c) trapping;
 - d) shooting;
 - e) fishing;
 - f) laying of any bait or poison;
 - g) swimming or washing;
 - h) lighting or maintaining fires;
 - i) taking or allowing to stray, any animals, including livestock and dogs;

- j) using any pesticide, herbicide or toxic substances;
- k) damaging or destroying any trees, shrubs or other existing ground cover or interfering with any building or structure;
- l) depositing any rubbish or foul material of any kind; or
- m) Any other activity that may cause degradation in the quality of the water supply.

Guidance Note:

Under section 225(1)(c) of the Local Government Act 2002 it is an offence to bath, wash clothes or other things in, or throw an animal, refuse, litter or debris into, the water of a waterworks.

7. Notification of Contamination

- 7.1.** Any person who becomes aware of a spillage, or other event or activity, which may potentially contaminate the Water Supply System or cause a risk to public health and safety, must immediately notify Council.

PART 3**Supply to Customers****8. Types of Supply Areas and Forms of Supply**

- 8.1.** Council may by resolution categorise any area as:
- a) an On-demand Water Supply Area; or
 - b) a Restricted Water Supply Area.
- 8.2.** To avoid doubt, some areas within the Waipā District may not fall within any Water Supply Area.
- 8.3.** All Premises located within an On-demand Water Supply Area are entitled to an unrestricted supply of water, subject to:
- a) obtaining the prior Council Approval required by clause 9.1
 - b) payment of the Prescribed Charges in respect of the supply;
 - c) compliance with the terms of this Bylaw;
 - d) any restriction to supply imposed by Council under this Bylaw or any other legislation; and
 - e) any conditions imposed by Council.
- 8.4.** All Premises located within a Restricted Water Supply Area may receive Approval for a Restricted Flow Supply at the absolute discretion of Council in accordance with clause 9.

9. Approvals to Connect to and Use Water Supply System

- 9.1.** No person may, without prior Council Approval:
- a) connect to the Water Supply System;
 - b) disconnect from the Water Supply System;
 - c) use water from the Water Supply System for any Extraordinary Use; or
 - d) carry out any works on, or in relation to, the Water Supply System, including to a Point of

Supply or to any Backflow Prevention Device.

- 9.2.** Any person wishing to obtain Council Approval for the purposes of clause 9.1 must make a written application to Council in the form specified by Council, accompanied by:
- a) the Prescribed Charges;
 - b) any applicable development contribution;
 - c) where the applicant is not the Owner of the relevant Premises for which Council Approval is sought, written evidence of their authority to act on behalf of the Owner;
 - d) in the case of any application relating to a new or existing connection to the Water Supply System involving more than 15 cubic meters of water being used per day, a water conservation and demand management plan; and
 - e) any other supporting information required by Council.
- 9.3.** On receipt of an application made under clause 9.2, Council may grant the Approval, refuse the Approval, or request further information.
- 9.4.** Any Approval granted under clause 9.3 may be subject to conditions imposed by Council, including:
- a) conditions relating to the Premises to which the Approval relates;
 - b) conditions relating to the size of all pipes, fittings and any other equipment up to the Point of Supply;
 - c) conditions relating to the duration of time for which the Approval is valid;
 - d) a requirement to enter into an Individual Customer Agreement;
 - e) a requirement to agree to a water conservation and demand management plan based on water demand requirements; and
 - f) such other conditions as Council sees fit.
- 9.5.** Any person acting pursuant to an Approval under clause 9.3 must comply with the conditions on that Approval at all times.
- 9.6.** Any Approval granted under clause 9.3 will expire if the Approved activity has not commenced within 12 months of the Approval being granted, unless Council has granted a time extension for that Approval.
- 9.7.** To avoid doubt, Council is under no obligation to grant Approval for an Extraordinary Use of water under clause 9.3.
- 9.8.** To avoid doubt, any decision to grant Approval under clause 9.3 for a new connection within a Restricted Water Supply Area or outside a Water Supply Area will be at the absolute discretion of Council (in accordance with clause 8.4). The matters relevant to the exercise of this discretion may include:
- a) if Council is satisfied that the granting of the connection will not have an adverse effect on the existing supply;
 - b) that any upgrade of the infrastructure or supply to enable the connection can be adequately undertaken, including at the applicant's cost if required; and
 - c) any other matters which are, in Council's opinion, relevant to the supply of water in a particular area.
- 9.9.** Any Customer receiving a Restricted Flow Supply:

- a) must provide adequate water storage measures using an appropriate water Storage Tank where they receive the Restricted Flow Supply; and
- b) must not make a connection to the Supply Pipe between the Point of Supply and the Storage Tank.

Guidance Note:

The purpose of receiving a Restricted Flow Supply may include:

- a) rural supply within the Waipā district;
- b) water demand management (including for drought, misuse and non-remedy of water leaks);
- c) properties outside urban limits;
- d) properties within a designated low pressure area.

10. Requirements for Connections

- 10.1.** This clause 10 applies to any new connection granted Approval under clause 9.
- 10.2.** Council will supply and install the Service Pipe up to the Point of Supply at the Customer's cost. Council will determine the size of all pipes, fittings and any other equipment, up to the Point of Supply.
- 10.3.** No Customer may draw water from a new Point of Supply before a metered connection is in place and Council has notified the Customer in writing that the Point of Supply meets the requirements of the Drinking Water Standards made under the Water Services Act 2021.
- 10.4.** Council may require the Customer to meet all costs associated with the provision of the new connection including updating the infrastructure needed to provide this service.
- 10.5.** To avoid doubt, no new connections may connect to a Trunk Main unless specifically Approved.
- 10.6.** Council may review any Approval for a new connection granted under clause 9 from time to time. Following the review, and after seeking and considering the written views of the Customer (if provided), Council may:
 - a) vary or add any conditions that Council considers necessary; or
 - b) require a new application for connection to be submitted within the timeframe specified.

11. Location of Points of Supply

- 11.1.** For parcels of land comprising a single certificate of title:
 - a) there will only be one Point of Supply;
 - b) the Point of Supply must be located as close as reasonably practicable to the location depicted in the relevant water connections layout figures in the Regional Infrastructure Technical Specifications (RITS); and
 - c) the Point of Supply must be located outside the Boundary of the Premises, unless Approved otherwise by Council.
- 11.2.** For parcels of land comprising multiple certificates of title, including cross-lease, strata title and unit title:

- a) each title will have an individual supply;
 - b) the Point of Supply for each title will be determined in accordance with the Regional Infrastructure Technical Specifications (RITS); and
 - c) each Point of Supply must be located outside the Boundary of the parcel of land in the position Approved by Council,
- unless Approved otherwise by Council.

11.3. For supply which was lawfully in existence prior to the coming into effect of this Bylaw, the location of the Point of Supply will be that in existence immediately prior to this Bylaw coming into effect, or as varied by agreement with Council.

12. Approval for Fire Protection Connection

12.1. Approval under clause 9.1 of this Bylaw is required for any connection to the Water Supply System for fire protection by any person other than any Fire and Emergency New Zealand Personnel and nothing in this clause 12 applies to Fire and Emergency New Zealand Personnel exercising powers and functions under the Fire and Emergency New Zealand Act 2017.

12.2. The provision of an On-demand Supply for fire protection for Customers is at Council's discretion.

12.3. An application for an On-demand Supply for fire protection will be assessed by Council as an application for Approval under clause 9 of this Bylaw.

12.4. Council is under no obligation to provide an On-demand Supply to Customer for fire protection purposes at any particular flow or pressure, or maintain existing pressures or flows.

12.5. Where a Customer requires a specific flow and pressure for internal fire systems this must be provided by the Customer within their own system.

12.6. It is the Customer's responsibility to ascertain and monitor whether the On-demand Supply provided for fire protection purposes is adequate for the intended purpose.

12.7. Access by a Customer to the mains water supply for testing purposes in order to determine the adequateness of the supply for fire protection will require prior Council Approval.

12.8. Water used for the purpose of extinguishing fires by any person will be supplied free of charge. Where the fire protection connection is metered and water has been used for firefighting purposes, Council will estimate the quantity of water so used, and credit to the Customer's account an amount based on such an estimate.

12.9. Customers intending to test fire protection systems in a manner that requires the use of more than 1 cubic meter of water must obtain the Approval of Council prior to any testing being undertaken. The Approved quantity of water may be used for routine flushing and flow testing, but the quantity of water used may be assessed and charged for by Council.

13. Disconnection or Change of Ownership

13.1. Upon receipt of notification of a change of ownership of Premises, Council will record the new owner as being the Customer at that Premises. The outgoing Customer must give Council at least three (3) Working Days' notice to arrange a final meter reading.

13.2. The owner of the Premises at the time of the consumption is responsible for any water charges.

13.3. Council reserves the right to reassess the conditions of supply when a change of ownership of Premises occurs.

13.4. The Customer must give at least three (3) Working Days' notice in writing to Council of the requirement for disconnection of the supply. Disconnection will be at the Customer's cost and

the Customer remains responsible for any water charges up to the time of disconnection.

14. Continuity of Supply

- 14.1.** Council does not guarantee a constant flow of water or any maximum or minimum pressure. It will not be liable for any loss, damage or inconvenience which the Customer (or any other person using the supply) may sustain as a result of a reduced levels of service in, or interruptions to, the water supply.
- 14.2.** Nothing in this Bylaw should be construed as obliging Council to provide or continue to provide a supply of water to any property. No allowance or compensation will be made or allowed by Council if the water supply is restricted or interrupted, or if there is any change of pressure in the supply.
- 14.3.** If a Customer has a particular requirement for an uninterrupted flow, pressure or quality of water supply, it is the responsibility of that Customer to provide any necessary storage, back up facilities or equipment necessary to meet that Level of Service.

PART 4

Management of Water Supply

15. Demand Management

- 15.1.** The Council may restrict or prohibit the use of water supplied to Premises where the Council's ability to maintain an adequate supply of drinking water is, or may be, at risk due to:
- a) drought;
 - b) emergency;
 - c) excessive demand; or
 - d) for any other reason.
- 15.2.** Any restriction under clause 15.1 will be advised by Public Notice and may:
- a) specify types of use that are restricted;
 - b) specify times and days to which the restrictions apply;
 - c) apply to the entire Waipā District or one or more parts of the Waipā District; and
 - d) apply for any specified length of time.
- 15.3.** Customers must comply with any restrictions or prohibitions on the use of water made by Council pursuant to clause 15.1 of this Bylaw.

Guidance Note:

Under section 25 of the Water Services Act 2021, Council may restrict or interrupt the provision of drinking water to a point of supply if this is necessary because of:

- a) Maintenance, improvement, or repairs to the drinking water supply or related infrastructure;
- b) Risks to public health;
- c) Environmental factors affecting a source of a drinking water supply; or
- d) An emergency; or
- e) Cultural factors affecting a source of a drinking water supply.

Under section 192 of the Local Government Act 2002, a person supplied with reticulated water from a local authority must not waste the water or allow it to be wasted.

Section 193 of the Local Government Act 2002 sets out powers of a local authority to restrict the water supply to a person's land or building if that person, among other things, fails to comply with a requirement of this Bylaw or the Local Government Act 2002 in respect of water, water pipes, waterworks, or water races.

16. Ownership and Maintenance

- 16.1.** Council owns and maintains the Service Pipe and fittings up to the Point of Supply. The Customer owns and maintains the Supply Pipe and fittings beyond the Point of Supply.
- 16.2.** The Customer must maintain all Supply Pipes and fittings within their Premises in a serviceable and safe condition.
- 16.3.** The Customer must maintain the area in and around the Point of Supply, keeping it free of soil, growth, or other matter or obstruction which prevents, or hinders access to the Point of Supply.

Guidance Note:

Under section 175 of the Local Government Act 2002, a person who wilfully or negligently destroys, damages, stops, obstructs or otherwise interferes with any works or property owned by a local authority is liable for the amount of the destruction or damage, the cost incurred by the local authority in removing the stoppage or obstruction, or any loss or expense incurred by the local authority by the stoppage or obstruction or interference.

- 16.4.** Council will make every reasonable attempt to notify the Customer of a scheduled maintenance shutdown of supply before work commences. Where immediate action is required and notification is not practical, Council may shut down the water supply without notice.
- 16.5.** Where a Customer has obstructed access to the Water Supply System, Council will not be responsible for damage to that Customer's property resulting from any works necessary to gain access to the Water Supply System, or for any resulting scheduled or emergency maintenance shutdown to the Water Supply System.
- 16.6.** Where there is no Customer Stopcock/Toby, or where maintenance is required between the Service Valve and the Customer Stopcock/Toby, the Customer may use the Service Valve to isolate the supply. Council reserves the right to charge for maintenance for the Service Valve if it is damaged by Customer use.
- 16.7.** The Customer must not without Council Approval:

- a) extend a Supply Pipe, by hose or otherwise, beyond the Customer's Premises; and
- b) provide any water drawn from the Water Supply System to any third party.

Guidance Note:

Under section 225 of the Local Government Act 2002, it is an offence to wilfully or negligently take water from the Council supply of another person or supply a third party with that person's Council water supply.

17. Access to, and about, the Point of Supply

- 17.1.** Where a Point of Supply is located on private property the Customer must allow Council access to and about the Point of Supply between 7.00am and 6.00pm on any day for:
- a) meter reading without notice being given; or
 - b) checking, testing and maintenance work with reasonable written notice being given where practicable to do so.
- 17.2.** If Council undertakes maintenance work to a Point of Supply located on private property outside the hours specified in clause 17.1, Council will give 48 hours written notice to the Customer.
- 17.3.** Where the Point of Supply is not made accessible to Council under clauses 17.1 and 17.2 and a return visit is required by Council, Prescribed Charges may be charged to the Customer.

18. Prevention of Water Loss and Wastage

- 18.1.** The Customer must not allow:
- a) water to run to waste from any pipe, tap, or other fitting;
 - b) leaks to continue unchecked or unrepaired;
 - c) the unattended operation of hoses; or
 - d) the condition of the plumbing within any Premises to deteriorate to the point where leakage or wastage of water supply occurs, or contamination of water supply occurs or is likely to occur.
- 18.2.** Council may serve a notice on a Customer requiring action to be taken to repair an identified leak on the Premises within a specific time period or otherwise where repairs are required to the Customer's plumbing, pipes, taps or other fittings to ensure compliance with this Bylaw.
- 18.3.** Where Council serves a notice on a Customer in accordance with Clause 18.2 and the Customer fails to take the required action within the time period stated in the notice, Council may, after giving the Customer reasonable prior written notice, enter onto the Premises, repair the leak, plumbing, pipes, taps or other fittings and charge the Customer all associated costs of doing so.
- 18.4.** The Customer must not use water or water pressure for driving lifts, machinery, generators, or any other similar device, unless prior Approval for such use has been obtained from Council.
- 18.5.** The Customer must not without prior Council Approval use water from the Water Supply System for a single pass cooling system or to dilute trade waste prior to disposal.
- 18.6.** The Customer must not directly connect to a Supply Pipe any quick-closing valves, pumps, hydraulically driven equipment, or any other equipment which may cause pressure surges or fluctuations to be transmitted within the Water Supply System, or compromise the ability of Council to maintain water supply.

19. Backflow Prevention

- 19.1. All Points of Supply must at all times have a Backflow Prevention Device installed at the Council side of the Point of Supply as Approved by Council.
- 19.2. The type of Backflow Prevention Device required will be determined by Council classifying the backflow risk of the applicable Water Supply System connection. This will be determined by Council during consideration of any application pursuant to clause 9.
- 19.3. All Backflow Prevention Devices must be supplied, installed and maintained by Council at the Customer's cost, unless otherwise agreed by Council, and thereafter will remain the property of Council.
- 19.4. Council may, at any time in accordance with clauses 17.1 and 17.2, test a Backflow Prevention Device, at the Customer's cost.
- 19.5. The Customer must notify the Council as soon as possible on becoming aware that a Backflow Prevention Device may require repair or maintenance.
- 19.6. Fire protection systems that include appropriate backflow prevention measures are generally not required to have additional backflow prevention, except in cases where the system is supplied by a non-potable source or a Storage Tank or fire pump that operates at a pressure in excess of Council's normal operating pressure.

Guidance Note:

Under section 27 of the Water Services Act 2021, Council may require the owner of the premises to install, maintain and test a backflow prevention device that incorporates a verifiable monitoring system in accordance with Council's requirements.

Where a Point of Supply is used by multiple users in a property, the property owner, as the Customer, is responsible for ensuring the appropriate Backflow Prevention Device is in place and is Approved by Council.

20. Metering and flow restrictors

- 20.1. All Points of Supply must be metered at all times.
- 20.2. All Restricted Flow Supply uses of water must have a flow restrictor.
- 20.3. The number of meters and flow restrictors per property and their location is subject to Council Approval.
- 20.4. Where the Owner or Occupier of the Premises has a water supply, other than from the Water Supply System, they must provide Council with details of that supply.
- 20.5. Unless otherwise Approved by Council, all meters and flow restrictors must be supplied, installed and maintained by Council, at the Customer's cost.
- 20.6. All meters and flow restrictors are the property of Council.
- 20.7. Meters and restrictors must be located:
 - a) as close as possible to the Point of Supply; and
 - b) in a position where they are readily accessible for reading and maintenance.
- 20.8. Council may, at any time in accordance with clauses 17.1 and 17.2 of this Bylaw, test a meter or

flow restrictor, at the Customer's cost.

- 20.9.** Flow restrictors must be accurate to within $\pm 10\%$ of their rated capacity ("the stipulated accuracy").
- 20.10.** Any Customer who disputes the accuracy of a meter or flow restrictor may apply to Council for it to be tested. Where a test has been conducted within six months of the request for testing, Council has discretion as to whether a further test will be carried out. If the test shows non-compliance with the stipulated accuracy, the Customer will not be charged for the test. If the test shows compliance with the stipulated accuracy, the Customer must pay a fee in accordance with Council's Prescribed Charges. A copy of independent certification of the test result must be made available to the Customer on request.
- 20.11.** Flow restrictors must be tested by measuring the quantity that flows through the restrictor in a period of not less than one hour at the expected minimum operating pressure.
- 20.12.** If, after being tested, any meter is found to register a greater or lesser consumption than the quantity of water actually passed through such a meter, Council will make an adjustment in accordance with the results shown by such tests, backdated for a period at the discretion of Council in accordance with section 41 of the Local Government (Rating) Act 2002, and the Customer will pay a greater or lesser amount according to such an adjustment.
- 20.13.** Where a meter is under-reading by more than 20% or has stopped, Council may charge for the amount of water assessed as having been used over the past billing period, taking into account any seasonal variations in demand.
- 20.14.** Where a meter is over-reading, Council will make appropriate adjustments to the Customer's account based on a period of similar use and backdated to when it is agreed the over-reading is likely to have occurred.
- 20.15.** Where a Customer disputes the amount of the assessments or adjustments of Council under clauses 20.13 or 20.14, they must advise Council of that dispute in writing within 15 Working Days of being advised of that amount. Council will then review the amount and determine whether it is to be varied or whether the amount is to be confirmed and advise the Customer accordingly.
- 20.16.** Where the meter is damaged, ceases to register, has been removed or where the seal or dial of the meter is broken, or the meter has otherwise been interfered with, the Council will estimate the consumption for the period since the previous reading of such meter, (based on the average of the previous four billing periods charged to the Customer) and the amount payable by the Customer will be the amount of that estimate.
- 20.17.** The Customer is liable for the cost of water which passes through the meter regardless of whether the water is actually used or is the result of leakage.
- 20.18.** Where an unauthorised connection has been made to Council's Water Supply System, Council will estimate and charge for the consumption for the period from when the connection was made.
- 20.19.** Where a situation occurs, other than as provided for in clauses 20.12, 20.13, 20.14 or 20.16 of this Bylaw, where the recorded consumption does not accurately represent the actual consumption in respect of the Premises, the account will be adjusted using the best information available to Council. Such situations include, but are not limited to, misreading of the meter, errors in data processing, meters assigned to the wrong account, and unauthorised connection or use.
- 20.20.** Where an adjustment is required, in favour of Council or the Customer, this will be backdated for a period at the discretion of Council in accordance with section 41 of the Local Government

(Rating) Act 2002.

- 20.21.** Where a meter has remained unread for whatever reason, Council may charge for all water registered on the meter or shown since the previous reading.

21. Transfer of Rights and Responsibilities

- 21.1.** The Customer must not transfer to any other party the rights and responsibilities set out in this Bylaw.
- 21.2.** Individual Customer Agreements must not be transferred unless Approved by Council first.

PART 5

Payments, Enforcement and Transitional Provisions

22. Payment

- 22.1.** The Customer must pay Council any Prescribed Charges for the supply for water and related services by the time period specified by Council.
- 22.2.** Council may recover all unpaid charges in respect of water supply as prescribed in the Local Government (Rating) Act 2002 from the Owner of Premises, the Occupier of Premises, or both.

23. Reviewing, Revoking or Modifying an Approval

- 23.1.** Any person granted Council Approval under this Bylaw must comply with any conditions subject to that Approval.
- 23.2.** Council may revoke, modify or cancel any Council Approval granted under this Bylaw if:
- a) any conditions of the Approval are not complied with; or
 - b) there is a material change in circumstances which requires the Approval to be revoked or modified; or
 - c) the information provided to Council in support of the Approval application is found to be incorrect or misleading.
- 23.3** Council will give the Customer written notice of its intention to revoke, modify or cancel any Council Approval under clause 23.2, describe why it considers this necessary, and will provide the Customer with the opportunity to submit information to Council to consider before it makes its final decision.

24. Offences

24.1. Any person who breaches this Bylaw commits an offence against section 239 of the Act.

Guidance Note:

Under section 193 of the Local Government Act 2002, the Council has the power to restrict water supply if a person fails to comply with this bylaw relating to their land.

Under section 25 of the Water Services Act 2021, the Council may also restrict water supply if a Customer has unpaid accounts or fails to remedy water leaks it is obliged to remedy.

A person who is convicted of an offence against this Bylaw may be liable to pay:

- a) the penalty set out in section 242 of the Act; and
- b) the Council costs of remedying any damage caused in the course of committing the offence.

25. Removal of Works

25.1. Council may under section 163 of the Act:

- a) remove or alter any work or thing that is, or has been constructed in breach of this Bylaw; and
- b) recover the costs of doing so from the person who committed the breach.

26. Transitional Provisions

26.1. Any Approval which originated under or was continued by the Council's Water Supply Bylaw 2013 revoked in clause 1.4 that is continuing at the commencement of this Bylaw, continues to have full force and effect for the purposes of this Bylaw, but is subject to the application of any relevant clauses in this Bylaw.

26.2. The resolutions of the Council made or continued under the Council's Water Supply Bylaw 2013 revoked under clause 1.4 continue to have full force and effect for the purposes of this Bylaw as if they were resolutions made under this Bylaw. These resolutions are subject to the application of any relevant clauses in this Bylaw.

26.3. Without limiting clause 26.2, any area categorised under the Water Supply Bylaw 2013 as a "Open Catchment Area", "Restricted Catchment Area", "Controlled Catchment Area", "Restricted Water Supply Area" or "On-demand Water Supply Area" is deemed to be categorised as such under this Bylaw, and is subject to the application of any relevant clauses in this Bylaw.

26.4. The revocation of the Council's Water Supply Bylaw 2013 under clause 1.4 does not prevent any legal proceedings, criminal or civil, being taken to enforce that Bylaw and such proceedings continue to be dealt with and completed as if the Bylaw had not been revoked.

26.5. Any application for an Approval made under Council's Water Supply Bylaw 2013, for which an Approval has not been granted at the time of this Bylaw coming into force, is deemed to be an application made under clause 9.1.

26.6. Every existing duly executed Individual Customer Agreement between a Customer and Council which is current at the date this Bylaw comes into force continues on the same terms and conditions as if it was an Individual Customer Agreements issued under this replacement Bylaw.

COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Group Manager Strategy
Subject: **Submission on NPS - Indigenous Biodiversity**
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is to recommend that Elected Members formally receive a submission on the *National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan*, that was lodged with the Ministry for the Environment on 21 July 2022.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The *National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan* was publicly released in June 2022 and submissions closed on 22 July 2022. A draft submission was prepared by staff and was emailed to Elected Members for feedback. Elected Member feedback was incorporated into the final submission, which was lodged by the Chief Executive.

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of Kirsty Downey, Group Manager Strategy titled Submission on NPS – Indigenous Biodiversity [10871524];*
- b) *Receives the submission made to the Ministry for the Environment on the National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan attached to this report as Appendix 1 [ECM 10860855].*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

The *National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan* was publicly released in June 2022 and submissions closed on 22

July 2022. A draft submission was prepared by staff and was emailed to Elected Members for feedback. Elected Member feedback was incorporated into the final submission, which was lodged by the Chief Executive. The submission is now formally reported to Council for receipt.

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8 and have assessed that the matters in this report have a medium level of significance. Regrettably, like much of what is being provided by Central Government, there are tight timeframes for responding and this does not enable us to engage with our communities. Elected Member input was sought on the draft submission.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Do nothing	<ul style="list-style-type: none"> No staff or other Council resources are required. 	<ul style="list-style-type: none"> There is no formal record of the submission of Waipā District Council having been made to the Ministry for the Environment.
Option 2: Receive the report	<ul style="list-style-type: none"> There is a formal record of the submission of Waipā District Council which was made to the Ministry for the Environment. 	<ul style="list-style-type: none"> There are no disadvantages from formally reporting the submission that was made to the Ministry for the Environment.

The recommended option is Option 2. The reason for this is that the submission has been made to the Ministry for the Environment, and it is appropriate that there is a formal record of the Council's position.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Council's Vision and Strategic Priorities

The Council's Vision is to build connected communities, and our Community Outcomes are prefaced on Community Wellbeing. The submission which has been made to the Ministry for the Environment, is consistent with this strategic direction.

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Staff confirm that Option 2 complies with Council’s legal and policy requirements.

Financial Considerations – Whaiwhakaaro ā-Pūtea

The submission was prepared by staff and there are no additional cost implications which will impact on rates.

Risks - Tūraru

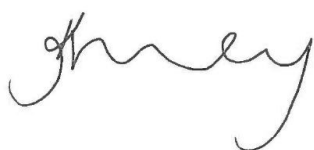
There are no known significant risks associated with the decisions required for this matter.

Iwi and Mana Whenua Considerations - Whaiwhakaaro ki ngā Iwi me ngā Mana Whenua

Given the tight timeframes for responding, we have not been able to engage with Mana Whenua and Iwi partners in preparing Council’s submission to the *National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan*.

9 APPENDIX – ĀPITITANGA

No:	Appendix Title
1	Waipā District Council submission on the National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan



Kirsty Downey
GROUP MANAGER STRATEGY



Reviewed and approved by Garry Dyet
CHIEF EXECUTIVE

APPENDIX 1

Waipa District Council Submission to MfE - NPS-Indigenous Biodiversity - ECM number 10860855

Appendix 1

Submission

**National Policy Statement – Indigenous
Biodiversity (Exposure Draft & Draft
Implementation Plan)**

July 2022

- **Submission on National Policy Statement – Indigenous Biodiversity (Exposure Draft and Draft Implementation Plan)**

- **By: Waipā District Council**

- **21 July 2022**

- ***Introduction***

Waipā District Council (the Council) welcomes the opportunity to provide comment on the National Policy Statement – Indigenous Biodiversity Exposure Draft and Draft Implementation Plan.

Notwithstanding the efforts of landowners and community groups, indigenous biodiversity in the Waipā District is largely restricted to the limited area of remnant indigenous forests and wetlands that remain. Remnant biodiversity is clustered around three main landforms. These refuges are the Waipā and Waikato Rivers, the central peat lakes, and the three mountains of Kakepuku, Pirongia, and Maungatautari. Biodiversity restoration in Waipā is achieved by connecting these refuges to smaller remnants through corridors along streams and rivers. Projects such as Taiea te Taiao (the Maungatautari to Pirongia Ecological Corridor) are important for achieving these linkages.

Seventy-three nationally threatened species of plants and animals have been recorded in the District. A further thirteen species that are uncommon or threatened in the Waikato Region have been noted in the Waipā District. Some of these threatened species are highly mobile and require large areas to forage, live and breed safely. A mosaic of remnants and corridors provide habitat for highly mobile species such as pekapeka-tou-roa (long-tailed bats, matuku (bittern), kārearea (falcon), pūweto (spotless crane) and kākā. In Waipā, surviving populations are severely threatened without well thought out and funded interventions.

- ***General Comments***

1. The tight timeframe for responding to the Exposure Draft and Draft Implementation Plan has meant that we have been unable to engage with Elected Members and/or Mana Whenua and Iwi, in accordance with best practice. It is noted that this submission has been prepared by staff with limited input from Elected Members and will be formally reported to Council following the lodging of this submission.
2. The Council supports the intent of the Exposure Draft which seeks to address the ongoing loss and degradation of indigenous biodiversity in New Zealand.
3. However, the Council has concerns relating to some requirements relating to: costs, capacity, interaction with recent and proposed legislation from central government, tuna, and giving effect to the NPS-IB via restoration works and policy and plan changes. These are addressed below.

- **Specific Comments**

1. Costs to ratepayers

Implementing the National Policy Statement for Indigenous Biodiversity would likely require greater and/or realigned investment/financial commitment from Waipā District ratepayers through Long Term Plan processes. We note in the Draft Implementation Plan (p9) that funding will be provided to councils for early phase tasks for one year only. However, there is no mention of funding support for ongoing additional costs for tasks undertaken in the later phases (such as restoration work, and policy and plan changes). These tasks were not anticipated when the Council prepared its 2021–31 Long Term Plan, and any increased costs for biodiversity protection would likely result in changes to the levels of service for other Council activities.

- ➔ In developing the detailed guidance around support measures (Table 1, p 9 of the Draft Implementation Plan), the Council submits that more detail is required in respect of the \$19 million offered to councils in Budget 22 (p 12). We require this to better understand how much is allocated specifically to Territorial Authorities, and if this amount is sufficient to achieve the required work in the timeframe stipulated.
- ➔ We submit that Territorial Authorities should receive funding for the full implementation of the National Policy Statement – Indigenous Biodiversity to 2032. This would include funding policy and plan changes.
- ➔ The Council is strongly opposed to the unfunded mandate provided by the Exposure Draft and the Draft Implementation Plan. We will be undertaking an assessment of compliance costs and what this means for our Waipā ratepayers.

2. Capacity required to achieve successful implementation of the National Policy Statement- Indigenous Biodiversity

Implementation of the National Policy Statement -Indigenous Biodiversity in Waipā District will likely be constrained by capacity and resourcing issues in several key areas.

We note the comment in Table 3 of the DIP (p 13) that biodiversity management is already a requirement for local government. The reality is that this is currently achieved in Waipā with limited capacity and through collaboration with partners, stakeholders and community groups. There is limited ability to do much more than we are at present. The Council will require more skilled staff and resources to implement the National Policy Statement-Indigenous Biodiversity. This is a challenge in the current environment.

Most Significant Natural Areas and much of the remnant habitat for highly mobile and/or taonga species are on private land. Even though Significant Natural Areas already exist in our district plan, it is likely that the public will be concerned as to what these changes mean. Building effective relationships with land owners will require resources, effort, and skilled staff.

The Council seeks clarification as to what 'kaitiakitanga' means in practice in the context of indigenous biodiversity. We are concerned that the lack of clarity as to the scope of what is intended, coupled with timing constraints, has not afforded opportunities for us to engage with Mana Whenua

and Iwi, and/or our wider communities. This could be divisive and detrimental to addressing the ongoing loss and degradation of indigenous biodiversity within our district.

Policies 1 and 2 (clauses 2.2., p12 and 3.2., p 14 and 3.3., p15 of the Exposure Draft) require engagement with communities and Tangata Whenua that could be extensive. Furthermore, we are concerned that some iwi and hapū in Waipā currently do not have the capacity to engage at a level and extent that is proposed by the National Policy Statement-Indigenous Biodiversity, nor to engage in kaitiakitanga in a way that is meaningful to them. Whilst the Draft Implementation Plan (Table 3, p 13–16) suggests training, direct financial support and a Wānanga, capacity constraints may preclude Iwi and hapū from successfully securing some of the contestable funding that is proposed as support.

The proposed 5-year timeframe (to 2027) for identifying, mapping and notifying all Significant Natural Areas will contribute to a nationwide high demand for these skills. Furthermore, there is currently no industry standard for 'suitably qualified' ecologists, although this term is used throughout the Exposure Draft and the Draft Implementation Plan.

- ➔ Territorial Authorities should have 10 years to identify Significant Natural Areas and include them within their district plans. This will spread the workload and enable Territorial Authorities and Tangata Whenua to build capacity.
- ➔ We suggest that MfE requires a detailed understanding of the needs of Tangata Whenua, and of barriers and constraints to their engagement with the National Policy Statement-Indigenous Biodiversity. This understanding could inform further funding and support measures.
- ➔ We suggest that MfE work with a professional body such as the Ecological Society of New Zealand to develop a standard for ecologists in the context of the National Policy Statement-Indigenous Biodiversity. This should be done within 2-3 months so that practitioners can achieve certification within 12 months.

3. Clarify relationship of NPS-IB to related policies and plans

Territorial Authorities are currently navigating through an unprecedented wave of reforms and policy development. The interaction/alignment between the National Policy Statement -Indigenous Biodiversity and other recent and proposed legislation and policy, is unclear.

The Council understands that the NPS-IB will be integrated into the RMA reforms, but currently we struggle to understand what this will mean for councils trying to meet their statutory requirements.

Appendix 1 (p 18 at the Draft Implementation Plan) provides a brief outline of the recent freshwater legislation, but further detail is required on how the National Policy Statement-Freshwater Management and National Environmental Standards for Freshwater will interact with the National Policy Statement-Indigenous Biodiversity. The National Environmental Standards for Freshwater has been problematic and expensive for ecological restoration projects, and has required successive amendments to make it workable. There is much that could be learnt from reviewing the implementation of the National Policy Statement-Freshwater Management and National Environmental Standards-for Freshwater, with potential application to the implementation of the National Policy Statement-Indigenous Biodiversity.

We note the comment (Table 4 p 19 of the Draft Implementation Plan) that a National Planning Standard may be required to support components of the National Policy Statement-Indigenous

Biodiversity. This may be relevant once the RMA reforms are completed. A planning standard could also be useful for the latter phase of implementation when councils must notify changes to policy statements and plans that give effect to the National Policy Statement-Indigenous Biodiversity.

- ➔ MfE should make it clear in its implementation plan if/when the National Policy Statement-Indigenous Biodiversity will be updated to align with the resource management reform changes, and be clear what the re-alignment will mean for councils trying to meet their statutory requirements.
- ➔ We suggest a review of the implementation of the National Policy Statement-Freshwater Management and National Environmental Standard-Freshwater if this has not already been done, with attention paid to issues and problems of workability, and how the National Policy Statement-Freshwater Management and National Environmental Standard-Freshwater will interact with the National Policy Statement-Indigenous Biodiversity.
- ➔ Before gazettal, we would like to see the National Policy Statement-Indigenous Biodiversity 'crash-tested' for workability by a panel of planning and restoration practitioners.
- ➔ We support the development of a National Planning Standard.

4. Aquatic species that may be highly mobile and/or considered taonga species

Tuna are considered to be a taonga species for Waipā iwi and hapū. As the National Policy Statement - Indigenous Biodiversity is currently worded, it does not achieve protection for tuna.

While clause 1.3 (1) of the Exposure Draft excludes coastal marine and aquatic indigenous biodiversity, clause 1.3.(2)(b) includes highly mobile species, whether or not they use the coastal marine or water bodies for parts of their lifecycle. However, the highly mobile fauna listed in Appendix 2 (p 35) excludes species such as tuna and native fish species that are highly mobile throughout terrestrial, aquatic and marine coastal ecosystems. Furthermore, tuna could be excluded under clause 3.19(7) where no aquatic species or populations in water bodies can be taonga. Wetlands and their surrounding environment provide habitat for tuna. Clause 1.3.(2)(c) includes wetlands in restoration provisions, but only those that are either threatened or rare (e.g., restiad bogs) or degraded. In summary, it appears that there is no general means under the National Policy Statement-Indigenous Biodiversity for protecting tuna and limited means of restoring tuna habitat.

We also note that clause 3.19(7) is problematic in that it contradicts Policy 2(b) (clause 2.2., p12), because clause 3.19(7) removes the power for Tangata Whenua to determine what species are taonga for them.

- ➔ The highly mobile fauna list that currently emphasises birds and mammals should include a broader range of fauna species that are highly mobile (i.e., tuna, native fish species).
- ➔ Tangata Whenua should determine what species are taonga for them, not the Crown.

5. Implementation via policies and plans

The Exposure Draft focuses on Significant Natural Areas and species protection, but has less detail for the fourth phase (Table 1 p 10 of the Draft Implementation Plan) when the focus turns to policy and planning work. Our concern is that without this clarity, interpretation could result in unintended and/or perverse outcomes. Without a detailed analysis, we note the following key concerns.

We applaud the effects hierarchy (1.5(4) p 6 of the Exposure Draft) but worry that there might be potential issues with biodiversity offsets and compensation approach due to lack of clarity/definition of 'like-for-like', 'irreplaceability' and 'vulnerability' as outlined in Appendices 3 and 4 (p 38–41).

There may be some tension within the clause which permits currently consented activities being able to continue. This is because cumulative impacts, by their nature, will often continue to increase. We do agree that the clause is necessary to ensure that currently consented activities do not ecologically degrade indigenous biodiversity within a region but note that determining degradation will require investment in assessment and monitoring.

- ➔ Again, before gazettal, we would like to see the National Policy Statement-Indigenous Biodiversity 'crash-tested' for workability by a panel of planning practitioners to understand the detail of how changes to policies and plans will give effect to the National Policy Statement - Indigenous Biodiversity.
- ➔ We reiterate that Territorial Authorities should receive funding for the full implementation of the National Policy Statement-Indigenous Biodiversity to 2032, including funding the policy and plan changes.

6. Implementation via ecological restoration and conservation works

Restoration is one key to the success of the National Policy Statement-Indigenous Biodiversity and yet is afforded only one clause in the Exposure Draft. Identifying and prioritising habitat and species means little without effective conservation work to protect them. Otherwise, we risk protecting areas and creating islands of habitat which are then either degraded by neglect or become a magnet for animal and plant pest species, undoing any positive gains from protecting the area. The Council submits that more detail is required in both the Exposure Draft and the Draft Implementation Plan, and more specifically with regard to measuring the effectiveness of restoration and conservation works.

We note that there are potential synergies between the National Policy Statement-Indigenous Biodiversity and national and regional pest management strategies and initiatives such as Predator Free 2050, that could contribute to the successful implementation of the NPS-IB. These synergies make investment in programmes such as Predator-Free 2050 worthwhile.

Clause 3.21(4) (p 26 of the Exposure Draft) requires that Territorial Authorities must consider imposing restoration conditions on resource consents. Currently in Waipā, we have good measures in the District Plan to encourage legal protection over existing Significant Natural Areas, and we do require management plans as a condition of consent, however we don't have capacity to undertake monitoring to understand the benefit or success of this protection.

Clause 3.21(3) incentivises restoration in priority areas. Currently in Waipā we use a mechanism called Environmental Benefit Lots that is intended to achieve a similar effect, but again, we do not have the capacity to enforce conditions or monitor the effectiveness of this requirement.

- ➔ We would like to see more detail in the Exposure Draft and Draft Implementation Plan on how the effectiveness of conservation and restoration works will be measured, and whether this would be undertaken by Regional Councils or Territorial Authorities.

- ➔ We submit that more support including funding for national and regional biosecurity programmes that will have benefits for biodiversity, is required.
- ➔ We require funding to be able to monitor the effectiveness of consent conditions.

7. Minor technical aspects

There are several technical aspects in the Exposure Draft that should be refined.

Ecological theory would suggest that the definition of 'sequence' (p10 of the Exposure Draft) should be amended to include both spatial and temporal elements; **sequence** means a series of ecosystems or communities, often physically connected, that replace one another through space *and time*.

With regard to the aspiration in clause 3.22 (p 26 of the Exposure Draft) of a minimum 10% indigenous habitat cover, we seek clarification as to the basis on which this has been determined, noting that quantity is not equivalent to quality of habitat in terms of improving biodiversity outcomes. Has it been costed? Furthermore, it is our submission that whilst the 10% criteria may be acceptable as a national standard, it is nonsensical to apply it to each individual territorial authority, noting the variances in indigenous habitat cover across New Zealand.

8. Pilot

We respectfully submit that the Waipā District could be considered for a pilot funded by Central Government. Possible programmes within our district include: the effectiveness and outcomes achieved by our Environmental Benefit Lots mechanism; and supporting the Taiea te Taiao (the Maungatautari to Pirongia Ecological Corridor) project as an example of effective collaboration with Mana Whenua.

9. Consent to publish

The Council consents to its name and submission being published on the MfE website.



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COUNCIL REPORT



INFORMATION ONLY

To: His Worship the Mayor and Councillors
From: Governance
Subject: **CAMBRIDGE COMMUNITY BOARD CHAIRPERSON'S
ANNUAL REPORT**
Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The Chairperson of the Cambridge Community Board Sue Milner, will provide a verbal update on the activities of the Cambridge Community Board from January 2022 to August 2022.

2 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council receive the verbal update of the Chairperson of the Cambridge Community Board.

COUNCIL REPORT



INFORMATION ONLY

To: His Worship the Mayor and Councillors
From: Governance
Subject: **TE AWAMUTU COMMUNITY BOARD CHAIRPERSON'S
ANNUAL REPORT**
Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The Chairperson of the Te Awamutu Community Board Ange Holt, will provide a verbal update on the activities of the Cambridge Community Board from January 2022 to August 2022.

2 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council receive the verbal update of the Chairperson of the Te Awamutu Community Board.

COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Interim Manager Property Services
Subject: **Temporary Alcohol Ban – Mighty River Domain**
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is for Council to approve a Finance and Corporate Committee recommendation to put a Temporary Alcohol Ban arrangement in place for the Mighty River Domain, Lake Karāpiro (“the Domain”) for 2022/23.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

This matter was presented to the Finance and Corporate Committee on 16 August 2022.

Interim Manager Property Services, Chris Ryan drew attention to Appendix 1, pages 5 and 6 advising an error in the 11th and 12th December 2022 dates on page 5 which should have read 10th and 11th December 2022, and at the bottom of page 6, where the 19th and 21st May 2023 dates should have read 20th to 21st May 2023.

The recommendation was approved by the Finance and Corporate Committee and is set out as follows:

RESOLVED

3/22/44

That the Finance and Corporate Committee

- a) *Receives the report of Chris Ryan, Interim Manager Property Services;*
- b) *Recommends that Council resolve to specify Mighty River Domain, Lake Karāpiro (excluding any leased facilities and the Sir Don Rowlands Centre and any other area/s on the Mighty River Domain specifically licensed for the sale or service of alcohol) as subject to temporary liquor bans for certain events, dates and time periods, as listed in Appendix 1, pursuant to the Waipā District Public Places Alcohol Control Bylaw 2015 and the Local Government Act 2022.*

Councillor St Pierre / Councillor Webber

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of Chris Ryan Interim Manager Property Services (ECM 10881090);*
- b) *Resolves to specify Mighty River Domain, Lake Karāpiro (excluding any leased facilities and the Sir Don Rowlands Centre and any other area/s on the Mighty River Domain specifically licensed for the sale or service of alcohol) as subject to temporary liquor bans for certain events, dates and time periods, as listed in Appendix 1, pursuant to the Waipā District Public Places Alcohol Control Bylaw 2015 and the Local Government Act 2022.*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

The Public Places Alcohol Control Bylaw 2015 provides for the application of Temporary Liquor Ban arrangements on a site specific basis. The application of Temporary Liquor Bans has been utilised on the Mighty River Domain, Lake Karāpiro (“the Domain”) site since 2011.

Temporary liquor bans allow for control over alcohol consumption to protect the public from nuisance, to promote and maintain public health and safety and to minimise the potential for offensive behaviour in public places.

The use of temporary liquor bans is supported by site management, Council staff and local representatives of the New Zealand Police.

It is recommended that temporary liquor bans be authorised or implemented for the Domain for the 2022/23 season, in a similar manner to that of the previous seasons.

Appendix 1 contains a list of recommended dates/events/times.

The proposed ban periods generally do not include the 5pm to 9pm period (this ‘socialisation window’ is to enable Domain campers to socialise informally at the end of each day’s activities), although this ‘socialisation window’ does not apply to the events scheduled for 21 January or 10 to 12 February (the last day of a nine day Waka Ama event and the hydroplane event).

Section 3.2 of the Waipā District Public Places Alcohol Control Bylaw 2015 states:

“Council may from time to time, by resolution, make a temporary alcohol ban for a public place for a particular time period related to a specified event or a particular time of the year.”

Although the matter may be considered by a standing committee of Council, only Council has the authority to pass a resolution implementing a temporary alcohol ban, therefore the recommendation also incorporates provision for a recommendation to Council.

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8 and have assessed that the matters in this report have a low level of significance.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Status quo	<ul style="list-style-type: none"> No staff or other Council resources required. 	<ul style="list-style-type: none"> No control over alcohol consumption to protect the public from nuisance, to promote and maintain public health and safety and to minimise the potential for offensive behaviour in public places.
Option 2: Implement a temporary alcohol ban	<ul style="list-style-type: none"> A temporary ban is implemented to control alcohol consumption at the Domain. 	<ul style="list-style-type: none"> Nothing significant.

The recommended option is Option 2. The reason for this is that it provides site management with appropriate means for the control of alcohol consumption and the avoidance of public nuisance.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Staff confirm that the Option 2 complies with Council’s legal and policy requirements.

Financial Considerations – Whaiwhakaaro ā-Pūtea

There are no significant costs to Council associated with this decision.

Risks - Tūraru

There are no known significant risks associated with the decisions required for this matter.

8 NEXT ACTIONS

Action	Responsibility	By When
Nil		

9 APPENDIX - ĀPITITANGA

No:	Appendix Title
1	Temporary Liquor Ban - Event and Time Schedule 2022/2023

Chris Ryan
INTERIM MANAGER PROPERTY SERVICES

Ken Morris
DEPUTY CHIEF EXECUTIVE / GROUP MANAGER BUSINESS SUPPORT

APPENDIX 1

Temporary Liquor Ban - Event and Time Schedule 2022/2023

2022	Time Period	Event Name
3rd Sep	12.01am-5pm/9pm-11.59pm daily	Legion of Rowers
17th to 18 th Sep	12.01am-5pm/9pm-11.59pm daily	NZ Masters Championship Rowing
24th Sep	12.01am-5pm/9pm-11.59pm daily	100K Flyer (cycle)
20th-23rd Oct	12.01am-5pm/9pm-11.59pm daily	NZ Jetsport Nationals
29th Oct	12.01am-5pm/9pm-11.59pm daily	Clive Steenson Memorial Rowing Regatta
30th Oct	12.01am-5pm/9pm-11.59pm daily	Stragglers Classic Car Show
5th-6th Nov	12.01am-5pm/9pm-11.59pm daily	Armistice in Cambridge
12th - 13th Nov	12.01am-5pm/9pm-11.59pm daily	KRI Memorial Regatta
18th-19th Nov	12.01am-5pm/9pm-11.59pm daily	Te Wananga Waka Ama Regatta
20th Nov	12.01am-5pm/9pm-11.59pm daily	Vintage Tractor Club Swap Meet
26 th - 27 th Nov	12.01am-5pm/9pm-11.59pm daily	KRI Club Rowing Regatta
10th-11th Dec	12.01am-5pm/9pm-11.59pm daily	Regional Waka Ama Champs
15th-18th Dec	12.01am-5pm/9pm-11.59pm daily	KRI Christmas Regatta
24th-25th Dec	12.01am-5pm/9pm-11.59pm daily	Christmas camping
31 st December -1 st Jan	12.01am-5pm/9pm-11.59pm daily	New Years camping
2023		
14th - 20st Jan	12.01am-5pm/9pm-11.59pm daily	Waka Ama Sprint Nationals
21st Jan	12.01am-11.59pm daily	Waka Ama Sprint Nationals

2022	Time Period	Event Name
27th-30th Jan	12.01am-5pm/9pm-11.59pm daily	North Island Rowing Championships
2nd - 6th Feb	12.01am-5pm/9pm-11.59pm daily	The Long Weekend Triathlon
10th-12th Feb	12.01am-11.59pm daily	Hydroplanes National Champs
20th-23rd Feb	12.01am-5pm/9pm-11.59pm daily	Rowing NZ Trials
25th-26th Feb	12.01am-5pm/9pm-11.59pm daily	Aon Junior Rowing Regatta
4th Mar	12.01am-5pm/9pm-11.59pm daily	Waka Ama long distance Race
9th-12th Mar	12.01am-5pm/9pm-11.59pm daily	NI Secondary Schools Rowing Regatta
20th- 23rd Mar	12.01am-5pm/9pm-11.59pm daily	Rowing NZ Elite Trials
27 th Mar to 1 st Apr	12.01am-5pm/9pm-11.59pm daily	Maadi Cup Rowing
6th-8th Apr	12.01am-5pm/9pm-11.59pm daily	NZ Dragon Boat Nationals
10th-16th Apr	12.01am-5pm/9pm-11.59pm daily	IBCPC Dragon Boat
21st-23rd Apr	12.01am-5pm/9pm-11.59pm daily	Canoe Racing Nationals
17th-20th Apr	12.01am-5pm/9pm-11.59pm daily	Rowing NZ U19 Trials and Regatta
26 th - 28 th Apr	12.01am-5pm/9pm-11.59pm daily	Canoe Racing Trials
3rd-5th May	12.01am-5pm/9pm-11.59pm daily	Canoe Racing Trials
13th May	12.01am-5pm/9pm-11.59pm daily	Legion of Rowing
20th - 21st May	12.01am-5pm/9pm-11.59pm daily	Rowing NZ Winter Series
13 th -15 th May	12.01am-5pm/9pm-11.59pm daily	Rowing NZ Trials

COUNCIL REPORT



INFORMATION ONLY

To: His Worship the Mayor and Councillors

From: Manager Compliance

Subject: **Summary of Annual Report to the Alcohol Regulatory and Licensing Authority (ARLA) 2021/2022**

Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

This report summarises the information to be submitted to the Alcohol Regulatory and Licensing Authority (“ARLA”), and includes additional appendices to provide supporting information to Council in a format similar to previous years. ARLA is collecting this information via an online survey process, so the format of this report is based on that set by ARLA.

2 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council receive the report of Karl Tutty, Manager Compliance titled Summary of Annual Report to the Alcohol Regulatory and Licensing Authority (ARLA) 2021/2022 (ECM 10861557).

3 COMMENTARY - KŌRERO

The following notes the specific responses to be provided to the Alcohol Regulatory and Licensing Authority:

Section 1: Please provide the name of your District Licensing Committee, and a generic email address to which general correspondence will be certain of a response.

Waipa District Licensing Committee info@waipadc.govt.nz

Section 2: Name, email, & contact phone number of your Committee’s Secretary.

Name	Title	Contact
Mr G Dyet	Council Chief Executive / DLC Secretary	Phone 0800 924723 Garry.Dyet@waipadc.govt.nz

Name	Title	Contact
Mr W Allan	General Manager District Growth, Planning and Regulatory / Delegated Secretary	Phone 0800 924723 Wayne.Allan@waipadc.govt.nz
Mr K Tutty	Manager Compliance / Delegated Secretary Day to day contact for Waipā D.L.C	Phone 0800 924723 0275 847072 Karl.Tutty@waipadc.govt.nz

Section 3: Name of licensing inspectors, their email and contact phone number.

Name	Title	Contact
Mr A Chand	Chief Licensing Inspector / Environmental Health Team Leader (Te Awamutu)	0274 249898 Anish.Chand@waipadc.govt.nz
Mr G Jones	Licensing Inspector / Environmental Health Officer (Cambridge)	0275 847070 Glynn.Jones@waipadc.govt.nz
Mr M Hayman	Licensing Inspector / Environmental Health Officer (Te Awamutu)	0275 720045 Mark.Hayman@waipadc.govt.nz
Mrs M Fernandez	Licensing Inspector / Environmental Health Officer (Cambridge/ Otorohanga)	0275 815861 Mary.Fernandez@waipadc.govt.nz
Ms K Harris	Licensing Inspector / Environmental Health Officer (Cambridge)	027 2501243 Kathryn.Harris@waipadc.govt.nz
Mrs C Norris	Licensing Inspector (Waipā/Waitomo/Otorohanga)	Cindy.Norris@waipadc.govt.nz
Mrs M Berry	Licensing Inspector / Environmental Health Officer (Te Awamutu)	Maddison.Berry@waipadc.govt.nz
Vacant	Licensing Inspector / Environmental Health Officer (Te Awamutu)	

Section 4:

Licence Applications

In the 2021-2022 year, how many total Applications did your committee grant for New 'on licences' and to renew existing 'on licences'?	21 12 new 9 renewal
In the 2021-2022 year, how many total Applications did your committee refuse for New 'on licences' and to renew existing 'on licences'?	0

In the 2021-2022 year, how many total Applications did your committee grant for New 'off licences' and to renew existing 'off licences'	12 7 new 5 renewal
In the 2021-2022 year, how many total Applications did your committee refuse for New 'off licences' and to renew existing 'off licences'	0
In the 2021-2022 year, how many total Applications did your committee grant for New 'club licences' and to renew existing 'club licences'	12 1 new 11 renewal
In the 2021-2022 year, how many total Applications did your committee refuse for New 'club licences' and to renew existing 'club licences'	0

Manager certificate applications

In the 2021-2022 year, how many managers' certificates did your Committee issue?	66
In the 2021-2022 year, how many applications for managers' certificates did your Committee refuse?	3
In the 2021-2022 year, how many applications for managers' certificates were withdrawn?	2

Licence renewals

In the 2021-2022 year, how many licence renewals did your Committee issue?	25
In the 2021-2022 year, how many licence renewals did your Committee refuse?	0
In the 2021-2022 year, how many managers' certificate renewals did your committee issue?	118
In the 2021-2022 year, how many managers' certificate renewals did your committee refuse?	0

Total number of licences (new and existing) in Waipā District as at 30 June 2022

On-licences	Off-licences	Club licences
75	34	29

Section 5: Comment on any changes or trends in the Committee's workload.

- The membership of the Waipa District Licensing Committee expired in November 2021, and a joint process between Waipa, Waitomo and Otorohanga District Council was completed with all existing District Licensing Committee members been reappointed including the Chairperson. Each council has retained one of its own Councilors as Deputy Chairperson. The list of Waipa members is attached as Appendix 1.
- The total number of applications determined fell compared to the previous 12 months due mainly to a substantial drop in special licences. The Waipa District continues to grow and more hospitality operations are expected. Enquiries and

applications show an increasing level of complexity with applicants considering more novel proposals which take additional time to review and assess.

- Waipā District Licensing Committee has seen a substantial decrease in special licence applications and lesser decrease in manager certificate applications.
- On-going vacancies and increased rates of illness have extended processing times with a backlog of non-urgent applications such as licence renewals. Approximately 120 applications in progress across all licence types.
- Increase in the number of new premises, including bottle stores and associated applications. Community opposition lead to an increase in the number of hearings, with licences being granted subject to increased conditions.
- An Increase in temporary authority applications as business have been sold, but also due to delays in determining substantive applications meaning applicants have had more than one temporary authority issued.
- Efficiencies created by working remotely and moving to paperless processing (while still accepting paper applications) and circulation all reports, objections, notices of hearing etc electronically.
- The Waipa District Licensing Committee determined nine applications by way of public hearing in the 2022/23 period up from five the previous year. These were over a total of seven days. Six were applications for managers certificates, three of which were refused. Two other managers certificates withdrew prior to hearings. The remainder were two new off licences (for new premises) and an off-licence for an existing premises, which were granted.
- The fees for licensing applications still in many cases fail to cover the time spent reviewing an application against the current criteria, particularly if an application is poor, not filed in a timely manner or results in a hearing. A submission has been made to the fees review project. See Appendix 3 Annual Report on Income and Costs
- The number of enforcement visits has reduced through varying levels of COVID restrictions. Inspectors assisted with a Controlled Purchase Operation in September focussing on off-licences. Twenty premises were visited and two sold to a minor. One was operating under a temporary authority and was later one of the matters considered by the District Licensing Committee at a public hearing.

Section 6: Please comment on any new initiatives the Committee has developed/adopted in 2021-2022.

- In June 2022 the Waipa District Licensing Committee supported Waipa District Council and its resolution to endorse the *Sale and Supply of Alcohol (Harm Minimisation) Amendment Bill*, to appoint a Councilor to advocate in support of the Bill, and to support a request to review the Sale and Supply of Alcohol Act 2012.
- Initiatives from the previous report have been continued. Hearings have been held using “Zoom” and “MS Teams”. Where restrictions have allowed ‘hybrid’

hearings have been conducted. Online manager interviews have continued. Mobile technology has been implemented in the Food safety space which may extend to the completion of licencing inspections.

- Partly as a result of the move to hybrid or online hearings, hearings are advertised on Councils website and the file is publicly available, which was not previously the case. The listing of all applications on Councils website (in addition to the required public notices) is also being investigated. Information to support those considering objecting is also present on Council’s website.
- The District Licensing Committee Secretary now performs more of a “Case Manager” role in ensuring objectors are kept up to date and given all necessary guidance.
- In light of more remote sale and delivery online operations the District Licensing Committee is imposing specific ‘remote sale’ conditions to emphasise the requirements of the Act.
- Processes are now in place where the District Licensing Committee establish the standing of parties prior to a hearing. Undertaking this at a hearing posed challenges with parties attending the hearing to find they did not meet the criteria, and parties who did, not receiving evidence in a timely manner as their status was not clear. Where necessary this has been by way of a “pre-hearing conference” where this matter can be addressed.
- A number of District Licensing Committee members and staff have attended a range of training opportunities including those offered by “The DLC Network”.

Section 7:

A) *Has your Committee developed a Local Alcohol Policy?*

Yes

B) *What stage is your Local Alcohol Policy at?*

In force.

Section 8: If the answer to 7 is Yes, what effect do you consider your Local Alcohol Policy is having?

- The comments in Council's previous report remain current. Prior to the development of the Local Alcohol Policy (LAP) the Waipa District had already adopted a Sale of Liquor Policy. Through the development of the LAP very few changes were implemented resulting in a policy that was to a large extent representative of the ‘status quo’. Many of the issues had therefore been addressed by the previous policy, such as consistency of trading hours and a range of amenity issues. Premises that have had reduced hours applied by the LAP due to their location near residential areas have on the whole created few amenity issues which is the objective. Where necessary the LAP has been the basis for recommended discretionary conditions by Inspectors.

- The benefit of the LAP is that it has provided a basis for more consistent approaches across the Agencies. Staff are now also seeing public submissions where the objective of the Act and the LAP are referenced. The locational criteria allow an assessment of likely effects and amenity issues very early in the applications process. While an application has yet to be refused because it has not complied with the LAP, this is generally because its requirements are communicated very early in the process.
- It is however becoming evident that the LAP requires some review. This isn't unexpected as it was the first LAP for Waipā and was approved by the Authority relatively early following the introduction of the Act. Issues raised at hearings have centred on definitions within the LAP, such as "immediately bordering" and "frontage", and that the LAP did not anticipate an increasing trend where large developments result in a number of premises effectively on one "site".
- Council has supported the proposed members bill recommending the removal of the additional appeal provisions from the LAP process.

Section 9: If the answer to 7A is 'in force', is your Local Alcohol Policy due for review?

2022

Section 10: If the answer to 9 is Yes, has such a review been undertaken; and, if so with what result?

Due to commence subject to Local Body Election timeframes

Section 11: Please comment on the manner in which Covid-19 has impacted on DLC operations.

- Processing applications electronically has continued. As discussed in the previous annual report, all District Licensing Committee staff were able to be resourced to work from home as soon as restrictions started. The Waipā District Council has continued with a flexible approach to work hours and locations. Administrative functions and reporting was able to continue largely unaffected.
- Some staff, including the District Licensing Committee Secretary, assumed additional roles as part of the initial National Emergency and as part of Council specific Crisis Management processes.
- There has been delay in some application processing due to delays in reporting by the MOH and Police under the Epidemic notice which continues to be renewed. Council has made the submission that in its view this notice can now be cancelled. The District Licensing Committee acknowledge the agencies pragmatic approach to this issue.
- Council Chief Executive gave direction to elected members not to hold meetings or hearings onsite during lockdowns and red and early orange "traffic light" settings. This was applied to District Licensing Committee meetings and hearings. This created challenges in maintaining public accessibility. As a result

hearings were advertised and links sent to interested parties, and in some cases live streamed. The media in particular appreciated this option.

- Collaboration between agencies was maintained but at a lower level as agencies had new priorities and challenges. This also meant agencies were not able to attend hearings in some cases.
- The ability to conduct remote interviews was implemented quickly but was not as popular as staff expected. It remains an option but remains less popular than face-to face interviews.
- More recently Council has had high levels of illness which combined with resignations has been challenging to manage.
- A number of events in the District in 2021, including the largest event of the year being the National Agricultural Fieldays, were cancelled or postponed due to COVID. Events have gradually recovered, but while there was an increase in special licence applications last year, this has fallen again in the 2021/22 period.

Section 12: Please comment on the ways in which you believe the Sale and Supply of Alcohol Act 2012 is, or is not, achieving its object. Note: the object of the Sale and Supply of Alcohol Act 2012 is that:

- a) *the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and*
- b) *the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.*

- As stated previously, it is difficult for Council/District Licensing Committee to measure many of the parameters the Act references, in particular “harm”. However recently some information has started to become available, such as Emergency Department presentations where alcohol was a factor.
- Subjectively, Licensing Inspectors do not receive the amount of negative feedback or complaints in respect to alcohol related harm that was the case under the previous Act. Reports of public disorder and other behaviour is uncommon. Very little information from agencies that may deal with alcohol related harm is received by the District Licensing Committee and where it is, it is general and not in respect to specific premises unless it is a failed controlled purchase operation.
- The number of applications that receive objections from members of the public or reporting agencies remain very small, but is increasing, and there is some evidence that objectors are becoming more organised. The use of social media to ‘rally support’ for objections is becoming more evident, but these often fail to materialise into formal objections or do not meet the Act’s criteria for objections. There has been a move to provide more assistance to the public in terms of making them aware of applications, and supporting (but not encouraging) objections. There has also been greater media interest.
- The District Licensing Committee is consistently implementing conditions the objective of which are to reduce harm. Most recently these have related to

training, and for clubs the training of committee as well as staff and conditions related to remote sales. However unless there are complaints, or matters are identified during monitoring visits, the effectiveness of these is hard to establish. The licensing regime also works alongside the Public Places Alcohol Control Bylaw and other controls so does not work in isolation.

- The purpose of the Act, to put in place a reasonable system of control, appears to have been generally achieved. Only one District Licensing Committee decision has been appealed to the Authority since its implementation. District Licensing Committee staff were surprised that alcohol remained available in supermarkets, and that government moved to consider off-licences as ‘essential businesses’ where they could offer contactless sale and delivery. This could have been very detrimental to the objectives of the Act
- It’s difficult to tell if COVID affected the object of the Act. It certainly resulted in more people drinking at home rather than in licensed premises during lockdown, so there was probably less harm from this. However, people did have generally the same access to off licence sales so consumption and resulting harm may not have been affected as much (violence outside home compared with domestic violence).

Section 13: To what extent, if any, do you consider that achievement of the object of the Act may have been affected by the Covid-19 pandemic?

- The Governments response sent a clear signal that alcohol was “essential” and in some cases made it more accessible.
- Remote sales providing easy access to alcohol – increase in popularity for buying online or for click and collect has continued after lock-downs. Anecdotal information of persons usually unable to go to licenced premises (such as persons on bail) being able to order online.
- Business not licensed can sell and supply on behalf of licensee without alcohol licence such as likes of Uber, Third Party website, even collecting money in some instances.
- Difficult for agencies to track/ check that delivery of alcohol is not made to intoxicated persons or minors when delivered
- On-licence premises/unlicensed premises partnered with Off-licenced premises supplying alcohol with food. Online purchase has made it easy to order and having both food and alcohol delivered at the same time, even by restaurants who were restricted or seen by parliament as not allowed for an Off licence when SSAA was initiated

Section 14: What changes or trends in licensing have you seen since the Act came into force?

- Lack of updates or information on national database for manager certificate holders making it harder to track who is listed to work where. Same people are listed working as Duty managers over multiple districts.

- Greater investigation has been required into suitability of licensees and visas for managers certificates, including working with Immigration and Department of Labour around employment offences including Licensees underpaying staff and taking advantage of migrant/visa workers condition of visa.
- More applications have been received for remote sellers or premises wanting to do on-site and remote sales.
- Continued growth in enquiries, particularly in respect to off-licences, for activities that were not foreseen by the Act, and therefore struggle to 'fit' licence types and criteria.
- Continued increased interest in the hospitality sector from operators with no previous experience, which again uses considerable District Licensing Committee resources, many of which do not pursue applications.
- Special licences on the whole are covering multiple events where that might not have previously been the case, and there is an expectation that these be timely in terms of processing.

Section 15: What changes to practices and procedures under the Act would you find beneficial?

- Waipā District Council recently endorsed a request to promote a full review of the Sale and Supply of Alcohol Act 2012. The Act is seven years old and as commented in our previous report general changes to definitions and other sections could assist interpretation as an interim measure.
- Waipā District Licensing Committee requests that as part of the overall Alcohol Licensing Fees review, that the level of remuneration paid to District Licensing Committee members also be reviewed.
- The introduction of an exemption from the requirement for a special licence for a club hosting the funeral of a club member (possibly subject to certain standard criteria around food, on-site manager, notification of the District Licensing Committee and Police etc).
- As indicated in the responses to the recent survey, cancelling of the Epidemic notice or set finite (though potentially still extended) reporting timeframes for agencies
- Extend advertising and display restrictions to 0% alcohol. It looks like alcohol so is normalising the consumption of alcohol and assists with marketing/ increase visibility outside of single alcohol areas, which goes against the intention of limiting visibility or availability of alcohol.
- Extend 0% alcohol restrictions to other premises such as dairies where the products are marketed as "beer" "wine" or a type of spirit.
- Extend a licensing inspectors infringement powers from "specified infringement offences" to all "infringement offences".

- Apply a vetting procedure/suitability check to proposed changes of shareholders/director of a company. Unsuitable directors can easily be appointed through notification to ARLA and be changed again before the renewal process.
- As stated in previous reports, amend the current criteria for off-licences which prohibits a café from holding an off-licence (section 32). This has proven problematic where a vineyard or similar has an on-site café, and wishes to sell their own wine products for off-site consumption. This is compounded if they send their fruit for off-site processing, as they are not considered as a manufacturer. See Waipā District Licensing Committee Decision *MOBW Limited - Monavale Blueberries Remote Sales - New OFF licence [2017] NZDLCWP 3902* (6 December 2018). It is noted that there are proposed members bills that may resolve this if adopted (including the Sale and Supply of Alcohol (Cellar Door Tasting) Amendment Bill, Stuart Smith)
- As highlighted previously a number of the templates in the Regulations are also out of date and require review with many District Licensing Committees making amendments to correct errors or make them easier to understand. For example the convoluted duration information contained in a managers certificate template, which also incorrectly refers to “licence” rather than certificate.
- As highlighted previously, now that a replacement licence is issued at each renewal, the renewal notice is redundant and the need to issue one should be removed.
- There could be a recognised qualification requirement for all staff that serve and supply alcohol which do not require certification as a duty manager (along the lines of the *Serve-wise* qualification).
- Intoxication requires a definition and clearer interpretation as people continue to be caught above limit for driving, but have been deemed not to be intoxicated by Duty Managers. This could involve the formalising of the SCAB model.

4 APPENDIX - ĀPITITANGA

No:	Appendix Title
1	District Licensing Committee Members
2	Detailed list of the names, addresses and types of licensed premises currently operating in Waipā District
3	Annual Report on Income and Costs
4	Statistic summaries



Karl Tutty
MANAGER COMPLIANCE
FOR DISTRICT LICENSING COMMITTEE SECRETARY



Wayne Allan
GROUP MANAGER DISTRICT GROWTH AND REGULATORY SERVICES

APPENDIX 1

Waipā District Licensing Committee members:

- Mrs S Grayson – Chairperson/Commissioner
- Cnr M Gower – Deputy Chairperson
- Ms T McIntyre – Alternate Commissioner/Member
- Ms P Davies – Member
- Dr M Cameron – Member
- Mr R Murphy – Member
- Mr J Gower – Member
- Mr R Johnson - Member

APPENDIX 2

Detailed list of premises licensed in the Waipā District

16/CL/005/2018	Waipa Workingmens Club Incorporated	139 Albert Park Drive Te Awamutu 3800
16/CL/102/2020	Waikato Aero Club Incorporated	255 Steele Road RD 2 Hamilton 3282
16/CL/010/2016	TOM VOYLE PARK SPORTS CLUB INCORPORATED	Cambridge Road Cambridge 3434
16/CL/006/2016	The Hamilton Pistol Club Incorporated	3/208 Airport Road RD 2 Hamilton 3282
16/CL/002/2019	Te Awamutu Squash Rackets Club Incorporated	335 Churchill Street Te Awamutu 3800
16/CL/001/2019	Te Awamutu Rugby Sports and Recreation Club Incorporated	420 Albert Park Drive Te Awamutu 3800
16/CL/100/2020	Te Awamutu Marist Incorporated	1346 Park Road Te Awamutu 3800
16/CL/016/2018	Te Awamutu Golf Club Incorporated	2293 Kihikihi Road Te Awamutu 3800
16/CL/100/2018	Te Awamutu Club Incorporated	542 Alexandra Street Te Awamutu 3800
16/CL/004/2018	Te Awamutu Bowling Club Incorporated	263 Teasdale Street Te Awamutu 3800
16/CL/012/2019	Te Awamutu Association Football Club Incorporated	132 Armstrong Avenue Te Awamutu 3800
16/CL/013/2018	Te Awamutu & District Memorial R.S.A Incorporated	381 Alexandra Street Te Awamutu 3800
16/CL/010/2019	Stewart Alexander Golf and Country Club Incorporated	106 Budden Road RD 5 Te Awamutu 3875
16/CL/008/2018	Pirongia Rugby and Sports Club Incorporated	2 Kane Street Pirongia 3802
16/CL/007/2019	Pirongia Golf Club Incorporated	31 Kakaramea Road RD 6 Te Awamutu 3876
16/CL/011/2018	Pirongia Bowling Club Incorporated	2 Kane Street Pirongia 3802
16/CL/101/2020	OHAUPO DART CLUB INCORPORATED	Great South Road Ohaupo 3803
16/CL/015/2018	NGAHINEPOURI GOLF CLUB INCORPORATED	24 Reid Road RD 2 Ohaupo 3882
16/CL/003/2018	MELVILLE RUGBY & SPORTS CLUB INCORPORATED	127 Collins Road Hamilton 3206
16/CL/005/2019	LEAMINGTON RUGBY SPORTS CLUB INCORPORATED	Wordsworth Street Leamington Cambridge 3432
16/CL/104/2020	Kihikihi Rugbysports Club Incorporated	56 Grey Street Kihikihi Te Awamutu 3800
16/CL/009/2018	Kihikihi Bowling Club Incorporated	17 Lyon Street Kihikihi Te Awamutu 3800
16/CL/001/2021	Hautapu Sports and Recreation Club Inc	Cambridge Road Cambridge 3434
16/CL/010/2018	CENTRAL BOWLING CLUB CAMBRIDGE INCORPORATED	54 Alpha Street Cambridge 3434
16/CL/006/2019	Cambridge Soccer Club Incorporated	Cambridge Road Cambridge 3434
16/CL/012/2018	CAMBRIDGE RACQUETS CLUB INCORPORATED	Albert Street Cambridge 3434
16/CL/006/2018	CAMBRIDGE GOLF CLUB INCORPORATED	112 Tirau Road RD 4 Cambridge 3496
16/CL/001/2018	CAMBRIDGE COSMOPOLITAN CLUB INCORPORATED	88 Burns Street Leamington Cambridge 3432

16/CL/007/2018	CAMBRIDGE BOWLING CLUB INCORPORATED	Albert Street Cambridge 3434
16/OFF/015/2017	CAMBRIDGE UNION LIMITED - Good Union	98 Victoria Street Cambridge 3434
16/OFF/016/2017	D.S. Padda Family Foods Limited - Big Barrel	1/670 Cambridge Road Te Awamutu 3800
16/OFF/005/2020	Dacor Holdings Limited - Bottle O Te Awamutu	39 Rewi Street Te Awamutu 3800
16/OFF/014/2021	Eastside Spirits Limited - Liquorland Cambridge	57 Shakespeare Street Leamington Cambridge
16/OFF/100/2018	Fine Wine Shop Limited - The Cambridge Fine Wine Company	72 Victoria Street Cambridge 3434
16/OFF/012/2016	General Distributors Limited - Countdown Cambridge	51 Queen Street Cambridge 3434
16/OFF/010/2020	General Distributors Limited - Countdown Te Awamutu	181 Sloane Street Te Awamutu 3800
16/OFF/010/2017	GPS Trading Limited - The Star Tavern	58 Lyon Street Kihikihi Te Awamutu 3800
16/OFF/101/2019	KALRA ASSOCIATES LIMITED - Rosetown Liquor Centre	28 Bond Road Te Awamutu 3800
16/OFF/011/2016	LEAMINGTON SUPERMARKET LIMITED - Fresh Choice Leamington	46 Burns Street Leamington Cambridge
16/OFF/003/2017	LS & NJ MCKENZIE LIMITED - Cambridge New World	14 Anzac Street Cambridge 3434
16/OFF/001/2022	Mander Companies Limited - CAMBRIDGE SUPERVALUE	97 Swayne Road Cambridge 3434
16/OFF/003/2019	Mavana Holdings Limited - SUPER LIQUOR TE AWAMUTU	1 Vaile Street Te Awamutu 3800
16/OFF/104/2019	MOBW Limited - Monavale Blueberries Remote Sales	790 Wallace Road RD 3 Cambridge 3495
16/OFF/013/2020	MW & RJ Goble Limited - PAK N SAVE	3/670 Cambridge Road Te Awamutu 3800
16/OFF/011/2020	MYSTERY CREEK WINES 2007 LIMITED - Mystery Creek Wines	23 Angus Road RD 1 Ohaupo 3881
16/OFF/005/2018	Naunidh Enterprises Limited - Super Liquor	G01/34A Lake Street Cambridge 3434
16/OFF/009/2021	Night Pearl (2021) Limited - FIVE STAGS RESTAURANT & BAR	815 Franklin Street Pirongia 3802
16/OFF/017/2017	NKM Princess Limited - Blackbull Liquor Cambridge	30 Albert Street Cambridge 3434
16/OFF/003/2022	NZ Valley Spirits Limited - BREWS KIHIKIHI	13 Lyon Street Kihikihi Te Awamutu 3800
16/OFF/006/2020	Owen Bryden Swan - THE WOOLSHED	16 Meridian Drive RD 2 Hamilton 3282
16/OFF/004/2019	Raisar Trading Limited - JOY'S PLACE	30 Alexandra Street Te Awamutu 3800
16/OFF/103/2019	Redberry (Cambridge) Limited - Redberry Supermarket	173 Shakespeare Street Leamington Cambridge
16/OFF/010/2021	Rising Tide Holdings Limited - Liquor Hut	1/9 Campbell Street Leamington Cambridge
16/OFF/011/2021	Satguru Enterprises Limited- Pirongia Four Square	250 Crozier Street Pirongia 3802
16/OFF/105/2019	TA Foodwarehouse Limited - FRESH CHOICE TE AWAMUTU	39 Rewi Street Te Awamutu 3800
16/OFF/002/2021	TAKAPOTO ESTATE LIMITED - Takapoto Estate - bottle store	37 Plantation Road Cambridge 3494
16/OFF/001/2020	Taylor Street Limited - The Clubhouse Cafe & Sports Bar	1 Taylor Street Cambridge 3434
16/OFF/015/2021	THE DISTILLERS CO (N.Z.) LIMITED - CAMBRIDGE ESTATE CELLARS	6 Daniel Crescent Cambridge 3434

16/OFF/007/2019	The Merchant Collab Limited - Merchants Liquor Te Awamutu	260 Sloane Street Te Awamutu 3800
16/OFF/102/2019	Thy Merchants Ltd - Shakespeare Liquor	30 Raleigh Street Leamington Cambridge
16/OFF/009/2017	V.J. & CO Limited - The Bottle- O Leamington	13 Cook Street Leamington Cambridge 3432
16/OFF/009/2018	V.J. & Co Limited - The Bottle-O- Cambridge	8 Anzac Street Cambridge 3434
16/OFF/001/2019	Vilagrad Limited - VILAGRAD WINES	702 Rukuhia Road RD 2 Ohaupo 3882
16/ON/014/2019	Air New Zealand Limited - AIR NEW ZEALAND REGIONAL LOUNGE - Variation	201A Airport Road RD 2 Hamilton 3282
16/ON/028/2021	Alpha Street Food Co Limited - Alpha St Kitchen and Bar	47 Alpha Street Cambridge 3434
16/ON/034/2020	Alpino Cucina E Vino Limited - Alpino Cucina E Vino	43 Victoria Street Cambridge 3434
16/ON/023/2020	APERRO CAMBRIDGE LIMITED - ABSOLUTE COFFEE HOUSE	88 Alpha Street Cambridge 3434
16/ON/025/2018	Cafe Oasis (Cambridge) 2016 Limited- Cafe Oasis	35 Duke Street Cambridge 3434
16/ON/006/2021	Cambridge Jockey Club Limited - Cambridge Jockey Club	32 Racecourse Road RD 1 Cambridge 3493
16/ON/016/2019	CAMBRIDGE RACEWAY LIMITED - Cambridge Raceway	1 Taylor Street Cambridge 3434
16/ON/035/2017	CAMBRIDGE UNION LIMITED - Good Union	98 Victoria Street Cambridge 3434
16/ON/038/2019	Caryn's NZ Limited - The Chill House Cambridge	3/34C Lake Street Cambridge 3434
16/ON/033/2021	Diamondz food and beverages Limited - Royal Cambridge Indian Restaurant	48 Burns Street Leamington Cambridge
16/ON/017/2021	DUKE Street Hospitality Limited - The Masonic Hotel	68 Duke Street Cambridge 3434
16/ON/001/2018	Fahrenheit Limited - Fahrenheit Restaurant & Bar	61 Alexandra Street Te Awamutu 3800
16/ON/003/2018	Fergus Rose Limited - The Boatshed Cafe	21B Amber Lane RD 2 Cambridge 3494
16/ON/037/2017	GILL Kevin Colin - Oasis Hideaway	501 Fencourt Road RD 1 Cambridge 3493
16/ON/002/2018	GL Events Limited - Sir Don Rowlands Centre	601 Maungatautari Road Cambridge 3494
16/ON/036/2019	Gourmet Delicious Limited - Clementine	7 Peake Road RD 3 Hamilton 3283
16/ON/018/2019	Gourmet Delicious Limited - Gourmet Delicious Limited	22A Taylor Street Cambridge 3434
16/ON/018/2018	Gourmet Delicious Limited - Podium	601 Maungatautari Road Cambridge 3494
16/ON/025/2017	GPS Trading Limited - The Star Tavern	58 Lyon Street Kihikihi Te Awamutu 3800
16/ON/016/2017	Group One Turf Bar Limited - Group One Turf Bar	75 Duke Street Cambridge 3434
16/ON/005/2022	Half and Half NZ Limited - HALF AND HALF	65 Sloane Street Te Awamutu 3800
16/ON/001/2022	Hanoi Boy Limited - Hanoi Boy	40 Victoria Street Cambridge 3434
16/ON/025/2019	Haven Hospitality Limited - Hidden Lake Hotel and Apartments	7/34E Lake Street Cambridge 3434
16/ON/028/2019	Heart of India Restaurant Limited - Heart of India	5/235 Sloane Street Te Awamutu 3800
16/ON/011/2018	Hello India Tandoori Restaurant Limited - Hello India Tandoori Restaurant	72 Alpha Street Cambridge 3434

16/ON/003/2019	Henley Hotel Limited - Henley Hotel	151 Maungatautari Road Cambridge 3494
16/ON/024/2020	Hoof and Nail Limited - PIRONGIA PINES	73 Papesch Road RD 6 Te Awamutu 3876
16/ON/006/2020	India Today 2018 Limited - Koi Spice, Craft and Whisky Lounge	6/34C Lake Street Cambridge 3434
16/ON/013/2018	Indian Palace Limited - INDIAN PALACE RESTAURANT	411 Alexandra Street Te Awamutu 3800
16/ON/023/2021	Jaycee Holdings Limited - STALLIONS	20 Arawata Street Te Awamutu 3800
16/ON/010/2021	JG Cambridge Limited - Joe's Garage Cambridge	107 Swayne Road Cambridge 3434
16/ON/033/2017	JJ'S Hospitality Group Limited - Peach and Porker	97 Alexandra Street Te Awamutu 3800
16/ON/020/2019	KAIPAKI PROMOTIONS LIMITED - Mystery Creek Events Centre	2/125 Mystery Creek Road RD 1 Ohaupo 3881
16/ON/003/2022	Kanav Holdings Limited - PRINCE ALBERT OLDE ENGLISH PUB	75 Victoria Street Cambridge 3434
16/ON/032/2020	Lauriston Park Retirement Village Limited - Lauriston Park	91 Coleridge Street Leamington Cambridge
16/ON/023/2019	LEAMINGTON TAVERN (2012) LIMITED - Five Stags Leamington	9 Campbell Street Leamington Cambridge
16/ON/023/2018	Little things Hospitality Limited - St Kilda Cafe and Bistro	19 Kaniera Terrace Cambridge 3434
16/ON/031/2019	Lotus8group Limited - Lotus Malaysian Restaurant and Bar	Duke Street Cambridge 3434
16/ON/026/2018	MBD Trading Limited - The Oval Sports Bar - waiver granted	1/670 Cambridge Road Te Awamutu 3800
16/ON/020/2018	MBD Trading Limited -The Firkin Sports Bar	5/235 Sloane Street Te Awamutu 3800
16/ON/027/2019	MONAVALÉ BLUEBERRIES LIMITED - Café Irresistible	156 Turkington Road RD 3 Cambridge 3495
16/ON/018/2021	Night Pearl (2021) Limited - FIVE STAGS RESTAURANT & BAR	815 Franklin Street Pirongia 3802
16/ON/025/2021	Nosh Enterprises Limited - Pony Bar and Eatery	55 Duke Street Cambridge 3434
16/ON/011/2020	Ohaupo Community, Sport and Recreation Centre Trust -	13 Forkert Road Ohaupo 3803
16/ON/016/2018	Om Ganesh Shiv Sai Limited - THE REDOUBT BAR & EATERY	411 Alexandra Street Te Awamutu 3800
16/ON/026/2017	Onyx Restaurant Limited - Onyx	70 Alpha Street Cambridge 3434
16/ON/012/2020	Owen Bryden Swan - THE WOOLSHED	16 Meridian Drive RD 2 Hamilton 3282
16/ON/011/2019	Penny Cherry Christine DIPROSE - ROSENALE	363 Parklands Road RD 1 Te Awamutu 3879
16/ON/024/2017	Persimmon Tree Cafe Limited - Persimmon Tree Cafe	1050 Franklin Street Pirongia 3802
16/ON/005/2020	Profile Farms Limited - Takapoto Estate Container Bar and Marque	37 Plantation Road Cambridge 3494
16/ON/035/2019	Profile Farms Limited - The Boathouse -Takapoto Estate	37 Plantation Road Cambridge 3494
16/ON/020/2021	Quick Service Restaurants Limited - CHURCHILLS CAFE	1 Ohaupo Road Te Awamutu 3800
16/ON/012/2019	Raisar Trading Limited - JOY'S PLACE -	30 Alexandra Street Te Awamutu 3800
16/ON/019/2018	Reserved Limited - Stables on Alpha	72 Alpha Street Cambridge 3434
16/ON/030/2021	Riverside Golf Limited - TIEKE GOLF CLUB	72 Lochiel Road RD 2 Hamilton 3282

16/ON/015/2019	Satpad Enterprises Limited - The Coffee Club	G06/34A Lake Street Cambridge 3434
16/ON/007/2019	Shivam and Nilesh Limited - Sahara India	15 Campbell Street Leamington Cambridge
16/ON/038/2017	SILA THAI RESTAURANT LIMITED - Sila Thai Restaurant	87 Victoria Street Cambridge 3434
16/ON/030/2019	Smokey Grill Limited - Smoke Collective Barbeque	30 Albert Street Cambridge 3434
16/ON/027/2020	Storyteller Eatery & Bar Limited - STORYTELLER EATERY & BAR	221 Mahoe Street Te Awamutu 3800
16/ON/001/2020	Taylor Street Limited - The Clubhouse Cafe & Bar	1 Taylor Street Cambridge 3434
16/ON/010/2020	TBE Tamahere Limited - The Narrows Landing	431 Airport Road RD 2 Hamilton 3282
16/ON/029/2019	Te Awa Lifecare Village Limited - Te Awa Lifecare Village	1866 Cambridge Road Cambridge 3434
16/ON/005/2019	The Olde Creamery Nurseries Limited - THE OLDE CREAMERY CAFE	317 Kaipaki Road RD 1 Ohaupo 3881
16/ON/010/2018	Tivoli Cinema Limited - Tivoli Cinema	32 Lake Street Cambridge 3434
16/ON/021/2017	TOP THAI COMPANY LIMITED - LEMONGRASS THAI CUISINE	53 Sloane Street Te Awamutu 3800
16/ON/001/2019	TP & SE Holdings 1985 Limited - Indian Kohinoor Restaurant and Bar	2 Alexandra Street Te Awamutu 3800
16/ON/025/2020	Ventoux Capital Limited - Que Bar	62 Victoria Street Cambridge 3434
16/ON/008/2020	VILAGRAD WINES LIMITED - VILAGRAD WINERY	702 Rukuhia Road RD 2 Ohaupo 3882
16/ON/021/2018	Waikato Explorer Limited - Waikato River Explorer (Based Mystery Creek Events Centre) KIWI CAT	2/125 Mystery Creek Road RD 1 Ohaupo 3881
16/ON/022/2020	Waikato Regional Airport Hotel Limited - JET PARK HOTEL HAMILTON & CONFERENCE CENTRE	201 Airport Road RD 2 Hamilton 3282
16/ON/028/2020	Waikato Regional Airport Limited - PROPELLER AIRPORT CAFE	201A Airport Road RD 2 Hamilton 3282
16/ON/020/2017	WILDE BLOSSOM INVESTMENTS LIMITED - The Lily Pad Cafe	1242 Kaipaki Road RD 3 Cambridge 3495
16/ON/013/2020	Windy Ridge Events Limited - WINDY RIDGE WEDDING & FUNCTION CENTRE	101 Great South Road Ohaupo 3803
16/BYO/001/2021	Rungrueang Limited - THAI FOOD CAMBRIDGE	46 Burns Street Leamington Cambridge 3432

APPENDIX 3

Appendix 3 Annual Report on Income and Costs



Subject: Annual report on income from fees and cost incurred in the performance of District Licensing Committee, Licensing Inspector and enforcement functions under the Sale and Supply of Alcohol Act 2012 1 July 2021 to 30 June 2022.

Regulation 19 "Reporting by territorial authorities

- (1) Every territorial authority must, each year, prepare and make publicly available a report showing its income from fees payable in relation to, and its costs incurred in,—
- (a) the performance of the functions of its licensing committee under the Act; and
 - (b) the performance of the functions of its inspectors under the Act; and
 - (c) undertaking enforcement activities under the Act.
- (2) The first report required by this regulation must relate to the year commencing 1 July 2014".

Income	\$	Costs	\$
Application and Annual Fees	177,668.00	Salaries	262,537.60
		Staff Support	1940.00
		Administration	1800.00
		DLC Member Costs	22,311.00
		Overheads	116,000.00
		Refunds/ARLA payments	11,885.25
		Hearing costs	550.00
		Other	800.00
TOTAL	177,668.00		417,823.85

Salaries – includes proportion of staff salaries attributed to Licensing functions. All Waipā District Licensing Committee staff are multi-role and time attributed to separate functions (e.g. food, alcohol, noise, public health etc) is not specifically recorded but time on alcohol related activities is estimated at 35% of staff time.

Staff Support – includes training, travel, clothing attributed to Licensing functions

Administration – includes stationary, printing, adverting, telecommunications, postage attributed to Licensing functions

DLC Member Costs – includes payments to District Licensing Committee members including hearings

Overheads – includes accommodation, electricity, support services (HR, IT, Customer Support etc) attributed to Licensing functions. The same 35% has been applied to total overheads as the proportion attributed to Licensing functions.

Hearing costs - Room hire, catering, support staff, transcriptions etc (excludes Committee costs)

Karl Tutty
FOR SECRETARY DISTRICT LICENSING COMMITTEE

APPENDIX 4

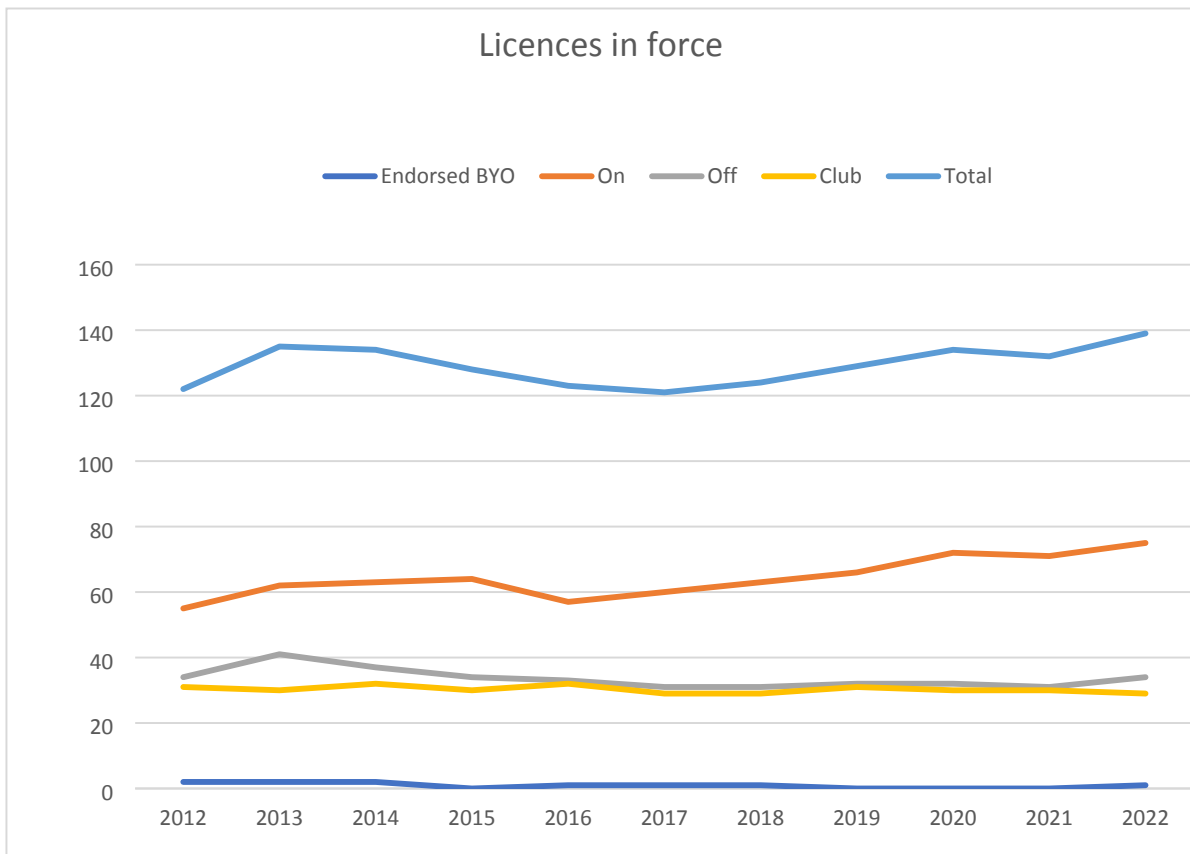
Statistic summaries

Applications determined [refused]

Licence type	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
On-Licence BYO	0	0	0	0	0	0	0	0	1
On-Licence New	18	10	11	11	15	9	15	11	12
On-Licence Variation	0	0	0	0	0	1	1	0	0
On-Licence Renew	16	20	15	13	8	8	12	16	9
Off-Licence New	5	1	7	3	2	3	4	1	7
Off-Licence Variation	0	0	0	0	1	0	0	0	0
Off-Licence Renew	7	6	7	6	9 [1]	6	9	9	5
Club Licence New	2	0	2	0 [1]	1	0	0	1	1
Club Licence Variation	0	0	0	0	0	0	0	0	0
Club Licence Renew	5	4	17	6	1	1	3	10	11
New Managers Cert	90	85	94	94 [5]	104 [1]	65	56	72	66
Managers Cert renewal	111	103	100	117	90	106	106	127	118 [3]
Specials	131	162	133	100 [3]	88	91[2]	47	72	42
Temporary Authorities	14	7	15	10	9	7	16	5	22
TOTAL	399	398	401	360 [9]	328 [2]	298[2]	225	324	294[3]

Licences in force

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
BYO	2	2	2	0	1	1	1	0	0	0	1
On	55	62	63	64	57	60	63	66	72	71	74
Off	34	41	37	34	33	31	31	32	32	31	34
Club	31	30	32	30	32	29	29	31	30	30	29
Total	122	135	134	128	123	121	124	129	134	132	138



COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Manager Finance
Subject: **Waiver of pre-emptive right to share transfer – Co-Lab**
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is to request Council to delegate authority to the Group Manager Business Support to sign the Co-Lab Waiver and Consent of Shareholders agreement on behalf of Council.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The shareholders of Co-Lab have previously unanimously approved Western Bay of Plenty District Council (WBOP) becoming a shareholder of Co-Lab. With Taupo District Council (TDC) making an unconnected, but contemporaneous, decision to exit Co-Lab their shareholding is available to transfer to WBOP, provided all other shareholders waive their pre-emptive right to purchase the TDC share.

The agreement to waive the other shareholders rights needs to be signed by each Council and this report requests a delegation of authority to the Group Manager Business Support to sign this agreement.

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of Jolanda Hechter, Manager Finance, titled Waiver of pre-emptive right to share transfer – Co-Lab (ECM Number 10880256);*
- b) *Delegates authority to the Group Manager Business Support of Waipā District Council to sign the Co-Lab Waiver and Consent of Shareholders agreement (ECM number 10880252), on behalf of Council.*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

Waipā District Council is a shareholder, together with other local authorities in the Waikato Region, of Co-Lab. One of the shareholders, Taupo District Council (TDC) has decided to exit the company and has agreed to transfer its share in the company to Western Bay of Plenty District Council (WBOP), with that Council having expressed its interest in becoming a shareholder and accessing Co-Lab services. The shareholders of Co-Lab have previously unanimously approved WBOP becoming a shareholder in the company.

For the transfer to take place, the existing shareholders must waive the pre-emptive rights they have under the company's constitution which allow them to purchase the TDC Share. The agreement, prepared by Tompkins Wake, is attached as Appendix 1 to this report.

The envisaged transfer of shareholding will take place as soon as possible, with a practical effect from 1 July 2022.

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8 and have assessed that the matter in this report has a low level of significance.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Do nothing	<ul style="list-style-type: none"> Council could potentially exercise its right to the pre-emptive right to purchase the TDC share (assuming that is not contested) 	<ul style="list-style-type: none"> Further investment in time and effort to award shareholding to WBOP, together with additional cost
Option 2: Delegate the authority to sign the agreement to the Group Manager Business Support	<ul style="list-style-type: none"> Allows finalisation of the approved process to allow the new shareholding in Co-Lab. Current local authority shareholdings are not diluted 	<ul style="list-style-type: none"> None

The recommended option is Option 2. The reason for this is to effect, with ease, the earlier approval of Co-Lab shareholders to allow WBOP's shareholding.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Financial Considerations – Whaiwhakaaro ā-Pūtea

There are no costs associated with this proposal.

Risks - Tūraru

There are no known risks associated with the decisions required for this matter.

8 NEXT ACTIONS

Action	Responsibility	By When
Agreement signed on behalf of Waipā District Council	Group Manager Business Support	After delegation is approved

9 APPENDIX - ĀPITITANGA

No:	Appendix Title
1	Co-Lab Waiver and Consent of Shareholders agreement



Jolanda Hechter
MANAGER FINANCE



Approved by Ken Morris
DEPUTY CHIEF EXECUTIVE / GROUP MANAGER BUSINESS SUPPORT

APPENDIX 1

Co-Lab Waiver and Consent of Shareholders agreement (ECM number 10880252)

.....
Matamata Piako District Council
by its authorised signatory

.....
Full name of authorised signatory

.....
Otorohonga District Council by its
authorised signatory

.....
Full name of authorised signatory

.....
Rotorua District Council by its
authorised signatory

.....
Full name of authorised signatory

.....
South Waikato District Council by its
authorised signatory

.....
Full name of authorised signatory

.....
Thames-Coromandel District Council by
its authorised signatory

.....
Full name of authorised signatory

.....
Waikato District Council by its
authorised signatory

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Full name of authorised signatory

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Waipa District Council by its
authorised signatory

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Full name of authorised signatory

.....
Waitomo District Council by its
authorised signatory

.....
Full name of authorised signatory

.....
Waikato Regional Council by its
authorised signatory

.....
Full name of authorised signatory

COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Manager Strategic Partnerships
Subject: **Memorandum of Understanding with the Climax 1317 Trust**
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is to authorise the Chief Executive to sign a Memorandum of Understanding (MOU) with the Climax 1317 Trust (Trust) regarding the future a locomotive they have restored.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The Climax 1317 Locomotive (Locomotive) which was located in Te Awamutu War Memorial Park for some years has been restored and is currently stored at council's Daphne Street depot.

An appropriate building and location is now required to display the Locomotive. A MOU between the Trust and Council has been prepared to assist in facilitating this and is presented in this report for Council to authorise the Chief Executive to sign.

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of Gary Knighton, Manager Strategic Partnerships titled Memorandum of Understanding with the Climax 1317 Trust [ECM 10878469]; and*
- b) *Authorise the Chief Executive to sign the Memorandum of Understanding between the Climax 1317 Trust and Waipā District Council [ECM 10881823] on behalf of Council.*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

In the late 1950's the late Jonas Smyth, a former Mayor, gifted the Locomotive to the Te Awamutu community. It was originally a bush tramway engine used for logging in Ngaroma and Arohena (Otorohanga District). The Locomotive was placed in Te Awamutu War Memorial Park for community enjoyment as a play item where in 48 years at this location it's condition gradually deteriorated.

The Council resolved to repair Locomotive in 2003 and accordingly the Locomotive was relocated in 2005. The Te Awamutu Lions Club instigated the formation of the Trust to fundraise and restore the Locomotive. A Memorandum of Understanding was prepared in 2005 and agreed between Council and the Trust to achieve a restored condition suitable for public display.

After years of painstaking work and fundraising by the Trust the restoration is now complete, and a place is required for public display of the engine.

The Locomotive is currently stored at the Daphne Street depot; a leased building housing the Parks and Water Reticulation teams of Council and their business plant.

The Trust now wish return the Locomotive to Council and see it placed in a suitable display building in a location that will allow its value as a visitor attraction to be fully realized. The location has been the subject of discussion for some years but no final agreement has been reached. Following Council's purchase of the Arawata Street site for Te Ara Wai, the Trust suggested the vicinity of the this building would be an ideal location for the locomotive.

At a meeting held in May 2022 between Council, the Trust and Te Awamutu Lions it was agreed that the Te Ara Wai precinct site was the preferred area for the display building, though an exact location has not been decided upon. A Draft MOU (attached as Appendix 1) between the Council and the Trust has been prepared to document this. That MOU also outlines:

- The handover of the Locomotive
- How the Locomotive will be stored and maintained until it is moved
- The general requirements and intended location of a display building
- Fundraising responsibilities
- Communication processes between the parties, including the provision of updates from Council

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8 and have assessed that the matters in this report have a low level of significance. The key reasons for this are that the MOU is a non-

binding document and does not oblige Council to take any particular course of action. The MOU also provides for consultation with Mana Whenua to take place prior to a final decision on the placement of the Locomotive. A capital allocation of \$100,000 was provided for shifting the Locomotive and to assist with funding a suitable display building. Fundraising activities will be required for the remaining funds.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Do nothing	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ The Locomotive continues to occupy space in Daphne St Depot, restricting options for depot relocation
Option 2: Enter into the MOU to display the Locomotive on the Te Ara Wai Precinct	<ul style="list-style-type: none"> ▪ Provides another strategically located visitor attraction for Te Awamutu ▪ Provides for fundraising assistance from the Te Awamutu Lions Club ▪ Vacates the Daphne street Depot, allowing for other depot options ▪ Recognises the 16 years of voluntary work and \$300,000 of fundraising required by the Trust to restore the Locomotive 	<ul style="list-style-type: none"> ▪ Requires additional fundraising to develop an appropriate display building ▪ The positioning of the locomotive within the Te Ara Wai precinct may impact on the significance of the site to Mana Whenua
Option 3: Sell or gift the locomotive to a collector	<ul style="list-style-type: none"> ▪ Obviates the need to raise funds for the display building 	<ul style="list-style-type: none"> ▪ A potential visitor attraction for Te Awamutu will be lost ▪ There will be potential relationship consequences for Council with the Trust and Te Awamutu Lions Club. ▪ The Te Awamutu community may be unhappy with losing the locomotive

The recommended option is Option 2. The reason for this is it ensures the Locomotive is retained in an appropriate location in Te Awamutu as a visitor attraction.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Staff confirm that the Option 2 complies with Council’s legal and policy requirements. The MOU has been developed with input and review from Council’s Legal Counsel and does not pose any particular concern.

Financial Considerations – Whaiwhakaaro ā-Pūtea

As the MOU is non-binding it does not commit Council to any expenditure. It does however provide a process to develop a preferred outcome within the Te Ara Wai Precinct site. The total costs to complete the relocation of the Locomotive are currently unknown. A \$100,000 Capital allowance was allocated to this project in the 2021-31 Long Term Plan. This will not be sufficient and fundraising will be required to complete the project. The Te Awamutu Lions Club have noted that they may assist with fundraising.

Risks - Tūraru

There are no known significant risks associated with the decisions required for this matter. The MOU sets out a process to determine the final site. It is not a legally binding document. Issues such as final location of, and funding for, the display building will be decided by Council as the project progresses.

Iwi and Mana Whenua Considerations - Whaiwhakaaro ki ngā Iwi me ngā Mana Whenua

Te Ara Wai will have special significance for Iwi and Mana Whenua. It is important that the location of the Locomotive in the precinct does not impact on that significance. Consultation with Mana Whenua will be undertaken prior to agreeing a final location.

8 NEXT ACTIONS

Action	Responsibility	By When
Chief Executive to sign MoU	Manager Strategic Partnerships	15 September 2022
Hand-over of Locomotive	Manager Strategic Partnerships	30 September 2022

9 APPENDIX/APPENDICES (remove one) - ĀPITITANGA

No:	Appendix Title
1	Memorandum of Understanding between Climax 1317 Trust an Waipā District Council relating to Climax Bush Locomotive No 1317



Gary Knighton
MANAGER STRATEGIC PARTNERSHIPS



Approved by Sally Sheedy
GROUP MANAGER CUSTOMER AND COMMUNITY SERVICES

APPENDIX 1

Memorandum of Understanding between Climax 1317 Trust and Waipā District Council
relating to Climax Bush Locomotive No 1317 – ECM 10881823

Appendix 1

MEMORANDUM OF UNDERSTANDING

BETWEEN;

CLIMAX 1317 TRUST ('Trust')

AND

WAIPA DISTRICT COUNCIL ('Council')

RELATING TO CLIMAX BUSH LOCOMOTIVE No (1317) ('Locomotive')

BACKGROUND

1. At all material times the Locomotive has been owned by the Council and was originally donated to it by the late Jonas Smyth former Mayor of Te Awamutu. The Locomotive was located in Te Awamutu War Memorial Park for nearly 50 years. During this period its condition deteriorated. This prompted the Council in December 2004 to remove it from the Te Awamutu Memorial Park into Council leased premises at Daphne Street, Te Awamutu ('workshop') for repair and refurbishment by the Trust.
2. These arrangements were recorded in a Memorandum of Understanding dated 2005, which was never signed by the parties ('First Memorandum'). The First Memorandum provided inter alia that the Trust (supported by the Te Awamutu Lions Club) would complete refurbishment work on the Locomotive 'to a public display standard' ('work'), following which the Council will undertake a public consultation process to determine the future location of the restored Locomotive, consulting the Trust and the Lions Club of Te Awamutu. A restoration plan outlining the intended scope of the project was developed in 2005 involved the Trust requesting that Council house the Locomotive in a waterproof glass fronted building to facilitate public display'.
3. The work contemplated is long completed and the workshop is required for other uses.
4. The Council has acquired premises on Arawata Street, Te Awamutu for a museum and related public educational facility provisionally called "Te Ara Wai" ('the site') and planning for the site's use and development is in hand.
5. A meeting was held on the site on 18th May 2022 between the parties, together with supporters from Te Awamutu Lions Club, where it was agreed, in principle, that the Locomotive will be displayed on the site in due course. However, a final decision has not yet been reached on as to where specifically on the site the Locomotive will be displayed.
6. The parties have agreed to enter into this non-legally binding Memorandum of Understanding to record this intention which will, in particular, cover the parties'

intentions during the period (probably 3 or 4 years) before Te Ara Wai has been established on the site.

7. In entering into this Memorandum, the parties acknowledge the whanau of the late Jonas Smyth, the former employees of Smyth Brothers and Boryer Limited who worked in the Ngaroma forestry block where the Locomotive used to function, the residents of the Ngaroma area and all individuals who gave time and expertise to the Locomotive's restoration.

NOW THIS NEW MEMORANDUM OF UNDERSTANDING RECORDS AS FOLLOWS

1. The Council acknowledges that it has had notice of completion of the agreed work. A formal handover ceremony will take place at the workshop at an early date to be agreed with the Mayor's office. The organisation, practical arrangements, publicity and funding of this ceremony will be undertaken co-operatively by the parties.
2. The parties acknowledge that the Locomotive may have to remain at the workshop for a number of years pending removal to the Site. During that interim period the Trust will use its reasonable endeavours to , keep the Locomotive clean and free of any threat to its condition. Any such works will be undertaken using reasonable skill and care.
3. As outlined in Clause 5.1 (Management of Threats) of the Restoration Plan – "(1) Potential Damage by fire" – being in a building workshop, Council staff must take all possible steps to reduce the threat of fire, and provide adequate fire protection to minimize the threat of damage to the Locomotive. The Trust may have access to the workshop for those limited purposes outlined in Clause 2 above, subject to compliance with the Health and Safety at Work Act 2015, and the Council's reasonable instructions around access and security to the workshop.
4. Each party will appoint (and advise the other party of) a designated representative – and these representatives will become the official communications channel for all formal communications between the parties relating to this project.
5. In particular, the Council will keep the Trust updated with its plans especially as to where the Locomotive may be displayed on the Te Ara Wai precinct. The Trust acknowledges that Council may consult with other parties, including mana whenua, on the future placement of the Locomotive. However, it is agreed, subject to the outcome of any consultation on the matter, that the Locomotive will be stored in a secure, water-tight glass-fronted display structure within the site in accordance with the 2005 Commissioned Restoration Plan including, but not limited to, such items as protection from fire, vandalism and theft, and will be controlled by the organisation responsible for the administration of the day-to-day operations of the site.
6. The Trust for its part will support and encourage those plans and (if requested) will undertake extra fundraising to ensure the Locomotive is properly displayed. It will also assist with research to ensure good quality interpretation material.

7. While the Trust understands that the Te Ara Wai project will have to be funded at least partly from external sources the parties agree that the parties will endeavour to carry out the terms of this new Memorandum as quickly as possible, and that reliable communication channels are to be maintained at all times.
8. The Trust having been set up by the Te Awamutu Lions Club the Trust has authorized the Club's officers to advocate for it - and will, from time to time, delegate communication responsibilities to the Club.
9. Council has allocated some funds to move the Locomotive from its storage location, and partial funds to complete a building to display it. The Te Awamutu Lions club has expressed an interest in assisting with fund raising for the completion of an appropriate building.
10. It is agreed by the parties that:
 - a. as part of the design and planning for the new display building, consideration will be taken (through consultation with the Trust) as to the requirements for the relocation, and associated requirements relating to the display of the Locomotive.
 - b. the relocation of the Locomotive to the new display building will be undertaken as a single exercise, by suitably qualified personnel working under the guidance and support of the Trust.
11. Any media communications and other publicity with respect to the Engine and associated building project will be agreed by the Trust and Council before they are released.
12. In case of real difficulty or concerns in carrying out these terms (particularly regarding time delays) representatives of the parties will seek to meet in good faith to discuss such issues.

SIGNED.

For and on behalf of - Waipa District Council

For and on behalf of - Climax 1317 Trust

COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Manager Property Projects
Subject: Legalisation of O'Shea Road Pirongia
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is for Council to approve a Finance and Corporate Committee recommendation to dispose of the land associated with a completed road realignment on O'Shea Road, Pirongia.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

This matter was presented to the Finance and Corporate Committee on 16 August 2022.

The recommendation was approved by the Finance and Corporate Committee and is set out as follows:

RESOLVED

3/22/47

That the Finance and Corporate Committee

- a) *Receives the report of John Miles, Manager Property Projects, titled Legalisation of O'Shea Road Pirongia (document number 10881729);*
- b) *The Finance and Corporate Committee approves the legalisation of the realigned road within the land previously owned by Heather Eyre, Phillip Ernest Eyre, Shannon Michael Eyre and Redoubt Trustees XXI Limited.*
- c) *The Finance and Corporate Committee recommends to Council that Council approve the disposal of the old road alignment by way of a land exchange for the new road alignment, at no financial consideration, noting in this that the land acquired is of a similar size to the land being disposed of, and:*
 - i. *The land being disposed is Section 1 and Section 2 on Survey Office Plan 551140 comprising approximately 1.0086ha and 594m² respectively, and being part of O'Shea Road, Pirongia, with this*

disposal being to Heather Eyre, Phillip Ernest Eyre, Shannon Michael Eyre and Redoubt Trustees XXI Limited, being the registered proprietor of the adjoining land in Record of Title SA675/194, SA771/86, 905614 and 905615; and

- ii. *The land being disposed of is to be amalgamated with the landowners adjoining land.*
- d) *Subject to the various requirements set out in recommendations b) and c), authority is delegated to the Group Manager Business Support to negotiate the final terms of any agreements for the legalisation of the road and sale of the property and to sign and apply the common seal (if required) to the agreements, and/or any other documentation required to effect the transactions provided for in recommendations b) and c).*

Councillor Pettit /Councillor L Brown

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of John Miles, Manager Property Projects, titled Legalisation of O'Shea Road Pirongia (document number 10881729);*
- b) *Approves the disposal of the old road alignment by way of a land exchange for the new road alignment, at no financial consideration, noting that the land acquired is of a similar size to the land being disposed of, and:*
 - i. *The land being disposed is Section 1 and Section 2 on Survey Office Plan 551140 comprising approximately 1.0086ha and 594m² respectively, and being part of O'Shea Road, Pirongia, with this disposal being to Heather Eyre, Phillip Ernest Eyre, Shannon Michael Eyre and Redoubt Trustees XXI Limited, being the registered proprietor of the adjoining land in Record of Title SA675/194, SA771/86, 905614 and 905615; and*
 - ii. *The land being disposed of is to be amalgamated with the landowners adjoining land.*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

O'Shea Road, Pirongia, was realigned and this report seeks approval to dispose of the old road alignment to the adjoining landowners.

This agreement with Phillip Ernest Eyre, Heather Eyre, Shanon Michael Eyre and Redoubt Trustees XXI Limited as trustees of the Langley Vale Trust, legalises the already completed road realignment and construction works, and seeks to transfer the land no longer affected by the old road alignment to these landowners by way of exchange at

no financial consideration given the land areas taken are similar to the land area being disposed of.

The proposed exchange has been considered and agreed as equitable by Bryan Hudson Manager Transportation.

The owners have indicated that they need this matter resolved as soon as possible as they have some ongoing legal matters pending in connection with their property but this roading matter is delaying that matter.

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8, and have assessed that the matters in this report have a low level of significance.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Do nothing	<ul style="list-style-type: none"> ▪ Nil 	<ul style="list-style-type: none"> ▪ Not an option as physical works have been completed
Option 2: Approve	<ul style="list-style-type: none"> ▪ Road will be legalised ▪ Old road land will be transferred to the adjoining owner ▪ The exchange at nil cost is accepted as the best way to deal with this matter 	<ul style="list-style-type: none"> ▪ Nil

The recommended option is Option 2. The reason for this is by building the road on the owners property the legalisation needs to be completed.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Council's Vision and Strategic Priorities

The recommendation provided assists in ensuring Council's infrastructure is fit for purpose and legal, thereby assisting in ensuring we create and maintain liveable communities.

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Stopping this portion of road is minor and inconsequential as legal access over and along O'Shea Road will not be affected. The portion of road to be stopped is unformed; and is fenced in and farmed with the adjoining land.

Given the existing road is formed on land owned by Langley Vale Trust the vesting in exchange as proposed is fair and reasonable.

The land to be vested will need to be amalgamated with the adjoining property that is losing land for the realigned road as this would otherwise preclude access to the balance land if it was provided with a separate title.

Size and shape also preclude a separate title.

There are no known Māori interests in the land

Financial Considerations – Whaiwhakaaro ā-Pūtea

It is suggested the land exchange is made at no cost given the land areas to be exchanged are of equal value. The costs of legalisation are included in existing budgeted legal costs. This amount is budgeted for in the 2022/23 current year forecast when the costs will be incurred.

It has been agreed that each party will meet their own legal costs. There are no other perceived financial issues to be considered.

Risks - Tūraru

There are no known significant risks associated with the decisions required for this matter.

To delay the decision could cause the owners some difficulty as they are endeavouring to deal with the title and need this legalisation completed.

8 NEXT ACTIONS

Action	Responsibility	By When
Execute Agreement	Manager Property Projects	September 2022
Instruct Legal Counsel to complete legalisation of the exchange	Accredited Agent	October 2022

9 APPENDICES - ĀPITITANGA

No:	Appendix Title
1	Locality Plan Showing Areas
2	SO 551140
3	Aerial Photo



John Miles

MANAGER PROPERTY PROJECTS



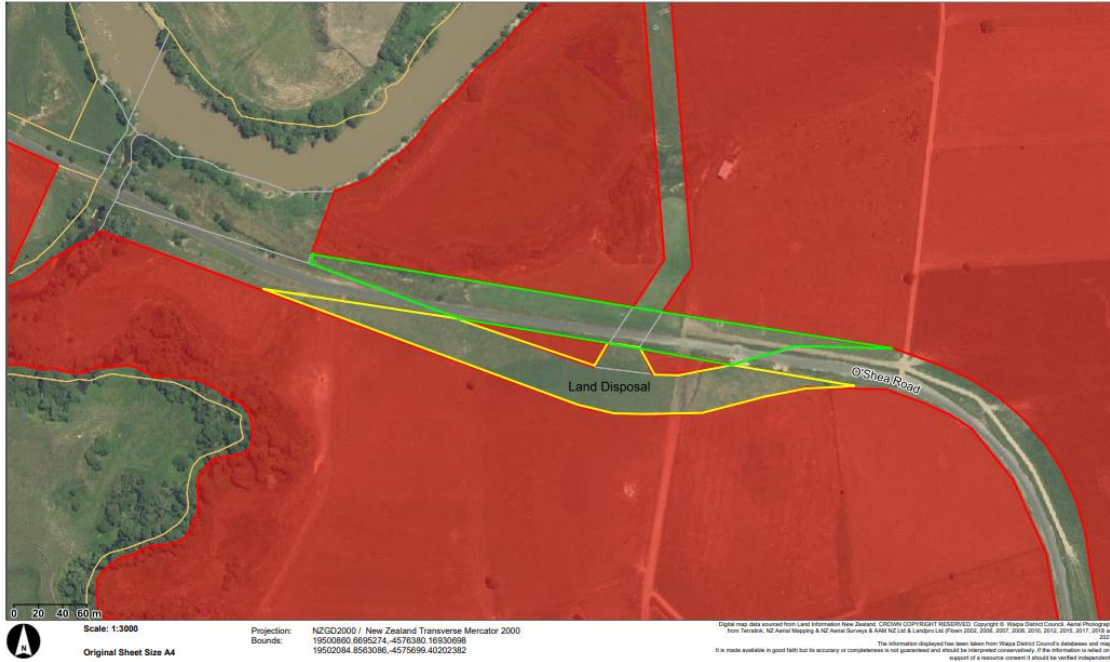
Approved by Ken Morris

DEPUTY CHIEF EXECUTIVE / GROUP MANAGER BUSINESS SUPPORT

APPENDIX 1

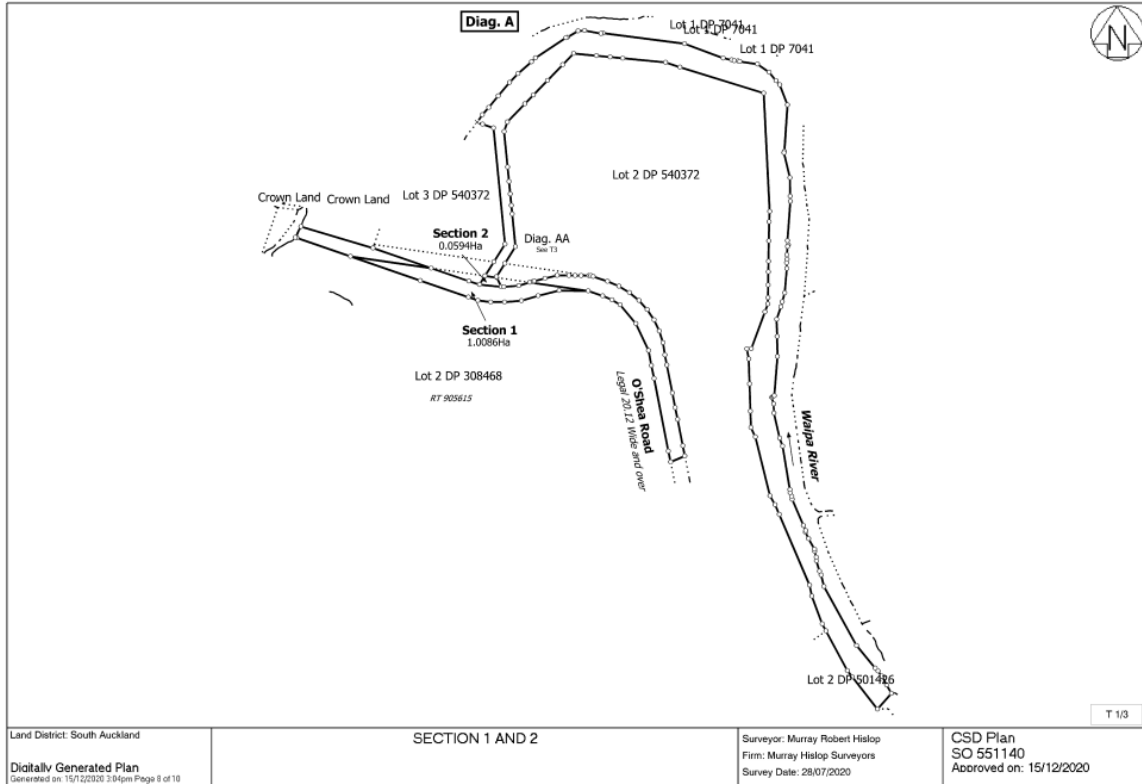
Locality Plan

Print Date: 07/08/2022



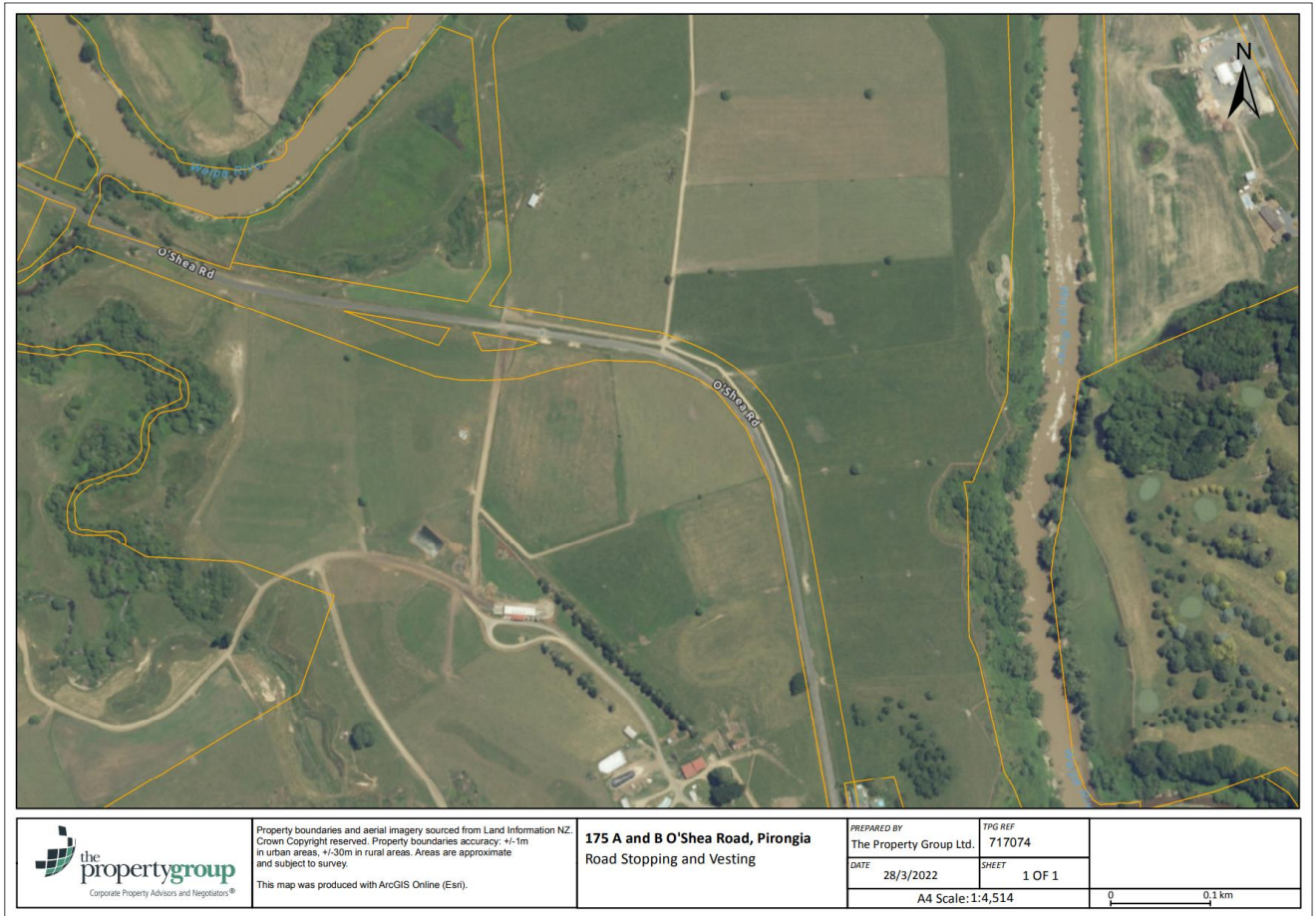
APPENDIX 2

Survey Office Plan SO 551140



APPENDIX 3

Aerial Plan



COUNCIL REPORT



To: His Worship the Mayor and Councillors
From: Manager Property Projects
Subject: Easement Agreement for Te Awa Cycleway at Taumatawāwā
Meeting Date: 30 August 2022

1 PURPOSE - TAKE

The purpose of this report is to obtain approval to enter into an easement agreement for the Te Awa Cycleway at Taumatawāwā Reserve.

2 EXECUTIVE SUMMARY – WHAKARĀPOPOTOTANGA MATUA

The Te Awa Cycleway passes through the Taumatawāwā Reserve at Lake Karāpiro.

Currently there is no easement agreement registered against the title of the reserve.

An earlier agreement between Ngāti Koroki Kahukura, who received title to the reserve as part of their 2014 settlement, and Te Awa River Ride Trust provided for this.

The agreement was not able to be actioned however until the co-management arrangement between Ngāti Koroki Kahukura and Waipā District Council was fully established. This has now occurred, and the agreement can now be registered.

A plan of the easement is attached at Appendix 1.

3 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

That Council

- a) *Receives the report of John Miles, Manager Property Projects titled Easement Agreement for Te Awa Cycleway at Taumatawāwā (ECM 10878487);*
- b) *Agrees to enter into the Te Awa Cycleway Agreement with Nga Pae Whenua as attached as appendix 2;*
- c) *Notes that Nga Pae Whenua and Mercury Energy will be required to counter-sign the Te Awa Cycleway Agreement;*

- d) *Subject to approval of this transaction set out in recommendation b) and c), delegates authority to the Group Manager Business Support to negotiate the final terms of the agreement for the required easement and to sign and apply the common seal (if required) to the agreement and / or any other required documentation to effect the transaction provided for in recommendation b) and c).*

4 BACKGROUND – KŌRERO WHAIMĀRAMA

The Te Awa Cycleway was extended to the south of the Mighty River Domain in 2014. Part of this extended route passes through the Taumatawāwī Reserve.

A Memorandum of Understanding was signed between Ngāti Koroki Kahukura (NKK) and the Te Awa River Ride Trust in 2012 in anticipation of the Ngāti Koroki Kahukura Claims Settlement Act 2014 which returned Taumatawāwī to Ngāti Koroki Kahukura ownership. The Act also established Nga Pae Whenua, a co-management entity between Ngāti Koroki Kahukura and Waipā District Council, as the Reserve Administering Authority.

Now that Nga Pae Whenua has been fully established it is appropriate to register an easement to legalise the cycleway and give effect to the MoU. A Te Awa Cycleway Easement Agreement has been prepared to enable this easement to be granted. This is attached as Appendix 2.

Nga Pae Whenua approved the easement agreement at its meeting of 20 June 2022.

Mercury Energy

Taumatawāwī is already subject to an easement in favour of Mercury Energy Limited (Mercury). This includes the right to store water and install and operate hydroelectricity works over a large area of land surrounding the Waikato River including the Land and the Easement Area. The new easement will be subject to those rights, and in the event of any conflict, the terms of the Mercury easement will prevail.

As a result of this prior easement, the new easement instrument will contain an acknowledgment from Council that the burdened land may be subject to periodic flooding and that Mercury has the right to temporarily exclude Council and its 'invitees' from entering the Land. There are also obligations on Council to avoid frustrating Mercury's rights under the prior easement.

Mercury were consulted on the easement instrument and requested a minor adjustment which has been incorporated into the final version provided in this report.

5 SIGNIFICANCE & ENGAGEMENT – KAUPAPA WHAI MANA ME NGĀ MATAPAKINGA

Staff have considered the key considerations under the Significance and Engagement Policy, in particular sections 7 and 8 and have assessed that the matter in this report has a low level of significance. The reasons for this are that Ngāti Koroki Kahukura as mana whenua have been fully involved in development of the agreement, the cycleway has been in place for some time and there are no financial implications for Council.

6 OPTIONS – NGĀ KŌWHIRINGA

Option	Advantages	Disadvantages
Option 1: Do nothing	<ul style="list-style-type: none"> There are no advantages in not entering into this agreement 	<ul style="list-style-type: none"> The Te Awa Cycleway will not be legalised for this section of the path
Option 2:	<ul style="list-style-type: none"> The pathway will be fully legalised in perpetuity The obligations on all parties will be clear Costs involved in registering the easement (including legal costs) will be met by LINZ 	<ul style="list-style-type: none"> No disadvantages arising from registering the easement. The path has already been constructed and requires full legalisation

The recommended option is Option 2. The reason for this is that this provides certainty for the route of the pathway in perpetuity.

7 OTHER CONSIDERATIONS – HEI WHAIWHAKAARO

Legal and Policy Considerations – Whaiwhakaaro ā-Ture

Staff confirm that Option 2 complies with Council’s legal and policy requirements. The Easement Agreement has been approved by Council’s Legal Counsel.

The legal implications of option 2 will be addressed by Council signing the easement agreement, allowing Nga Pae Whenua to complete the registration of the agreement against the title of the Taumatawāwī Reserve.

Financial Considerations – Whaiwhakaaro ā-Pūtea

Land Information New Zealand (LINZ) have agreed to meet Council and Nga Pae Whenua’s legal costs associated with preparing and registering the easement document. The Cycleway was constructed some years ago and there are no further capital requirements. Therefore there will be no further impact on Council budgets.

Risks - Tūraru

There are no known significant risks associated with the decisions required for this matter.

Iwi and Mana Whenua Considerations - Whaiwhakaaro ki ngā Iwi me ngā Mana Whenua

The Taumatawīwī Reserve is owned by Ngāti Koroki Kahukura and administered as a reserve by Nga Pae Whenua, the co-management entity of Ngāti Koroki Kahukura and Waipā District Council. At its meeting of 20 June 2022 Nga Pae Whenua members agreed to enter into the easement agreement. This was consistent with the earlier Memorandum of Understanding between Ngāti Koroki Kahukura and the Te Awa River Ride Trust. Waipā District Council members declared a conflict of interest for this matter.

8 NEXT ACTIONS

Action	Responsibility	By When
Registration of Easement Document	Manager Strategic Partnerships	30 September 2022

9 APPENDICES - ĀPITITANGA

No:	Appendix Title
1	Locality Plan of Property
2	Te Awa Cycleway Agreement



John Miles
MANAGER PROPERTY PROJECTS



Ken Morris
DEPUTY CHIEF EXECUTIVE / GROUP MANAGER
BUSINESS SUPPORT

APPENDIX 1

Locality Plan of Property

Print Date: 22/08/2022



Scale: 1:10000
 Original Sheet Size A4
 Projection: NZGD2000 / New Zealand Transverse Mercator 2000
 Bounds: 19540559 304997 -4671582 40777272
 19542219 421705 -4669516 21935188

Digital map data sourced from Land Information New Zealand. CROWN COPYRIGHT RESERVED. Copyright © Waipā District Council, Aerial Photography from Terrestrial, NZ Aerial Mapping & NZ Aerial Surveys & AAM NZ Ltd & Landplus Ltd (Plan-2010, 2009, 2007, 2006, 2010, 2012, 2016, 2017, 2019 and 2021).
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 It is made available in good faith but its accuracy or completeness is not guaranteed and should be interpreted conservatively. If the information is relied on in support of a resource consent it should be verified independently.

APPENDIX 2

Te Awa Cycleway

Print Date: 22/08/2022



Scale: 1:5000
Original Sheet Size A4

Projection: NZGD2000 / New Zealand Transverse Mercator 2000
Bounds: 19541425.837911, -4571232.42464721
19542255.896265, -4570199.33043679

Digital map data sourced from Land Information New Zealand. CROWN COPYRIGHT RESERVED. Copyright © Waipā District Council. Aerial Photography from Terrestrial, NZ Aerial Mapping & NZ Aerial Surveys & AAM NZ L36 & Landplus Ltd (flown 2000, 2006, 2017, 2008, 2010, 2012, 2018, 2017, 2018 and 2021).
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APPENDIX 3

Report to Council – 30 August 2022
Easement Agreement for Te Awa Cycleway at Taumatawāwā



TE AWA CYCLEWAY AGREEMENT

**NGA PAE WHENUA THE JOINT MANAGEMENT BODY
OF TAUMATAWIWI RECREATIONAL RESERVE**

and

WAIPA DISTRICT COUNCIL

AGREEMENT DATED**2022****PARTIES**

1. **NGA PAE WHENUA THE JOINT MANAGEMENT BODY ESTABLISHED UNDER SECTION 62 OF THE NGĀTI KOROKI KAHUKURA CLAIMS SETTLEMENT ACT 2014 (JMB)**
2. **WAIPA DISTRICT COUNCIL (Council)**

BACKGROUND

- A. JMB is the administering body, established under section 62 of the Ngāti Koroki Kahukura Claims Settlement Act 2014 (*Settlement Act*), of the Burdened Land.
- B. The Burdened Land is known as Taumatawiwi Recreational Reserve under the Settlement Act, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the administering body under section 26 of the Reserves Act 1977.
- C. Pursuant to section 40 of the Settlement Act ownership of the Taumatawiwi Recreational Reserve vested in the trustees of the Taumatawiwi Trust.
- D. Section 53(4) of the Settlement Act requires that any interest in land that affects the Burdened Land must be dealt with for the purpose of registration as if the administering body were the registered owner of the Burdened Land.
- E. A Memorandum of Understanding was entered into in 2012 between the Te Awa River Ride Charitable Trust and Ngāti Koroki Kahukura pursuant to which Ngāti Koroki Kahukura authorised the granting of access rights over the Burdened Land in favour of Council. Accordingly, JMB has agreed to grant Council the Easement in favour of Council on the terms and conditions set out in this agreement and the Instrument.
- F. The Burdened Land is subject to the Operating Easement in favour of Mercury NZ Limited (*Mercury*). The parties have agreed the rights set out in the Instrument will be granted subject to the paramount rights of Mercury under the Operating Easement and Council's compliance with the covenants contained in the Instrument.
- G. Mercury as grantee of the Operating Easement consents to the grant of the Easement.

AGREEMENT

1. Any term or phrase used in this Agreement and defined in the Instrument has, for the purposes of this Agreement, the meaning given to it in the Instrument.
2. In this Agreement:
 - (a) *Easement* means the right of way easement in gross to be granted by JMB;
 - (b) *Instrument* means the instrument to be registered against the Burdened Land in the form attached to this Agreement;
 - (c) *Settlement Act* has the meaning given to it in paragraph A of the background.
3. JMB agrees to grant Council the Easement over the Easement Area.
4. The rights, powers, terms and conditions of the Easement will be those set out in the Instrument. The easement terms implied by Schedule 5 to the Land Transfer Regulations

2018 and the Fifth Schedule of the Property Law Act 2007 will not be implied in the Easement.

5. Council acknowledges that the Easement is granted subject to the rights of Mercury under the Operating Easement.
6. The parties agree to be bound by the terms set out in the Instrument as if the Instrument had been registered against the Burdened Land from the date of signing this agreement.
7. Council will pay JMB \$1.00 plus GST (if any) if demanded.
8. Council will be responsible for obtaining the consent of any mortgagee, caveator, encumbrancee or any other person whose consent is required to grant the Easement, including any consents required–
 - (a) under the Reserves Act 1977; and
 - (b) under section 348 of the Local Government Act 1974.
9. JMB will be responsible for the preparation and registration of the Instrument. Upon registration of the Instrument being successfully completed, JMB will provide Council with a copy of the Record of Title showing registration of the Easement. Council will reimburse the JMB for its reasonable expenses in meeting the requirements of this clause.
10. Council will procure, sign and deliver to JMB all required instruments, authority and instruction forms, and other documents required to register the Instrument.
11. The parties agree that the dispute resolution provisions set out in the Instrument will apply to any dispute arising under this agreement.

EXECUTED AS AN AGREEMENT:
SIGNED on behalf of **WAIPA DISTRICT COUNCIL** by:

Signature of authorised signatory

Name of director/authorised signatory

SIGNED on behalf of **JMB** by:

Signature of director

Signature of director

Name of director

Name of director

Consent to grant of easement and registration of Easement

Mercury NZ Limited being the grantee of the Operating Easement hereby consents to this agreement and the registration of the Instrument.

Signed for and on behalf of
Mercury NZ Limited

Name & Position of Authorised Person

Signature

**SCHEDULE 1
EASEMENT INSTRUMENT
Form 22**

Easement Instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

The Joint Management Body established under section 62 of the Ngāti Koroki Kahuhura Claims Settlement Act 2014

Grantee

WAIPA DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	Marked A and B on DP 474528	715629	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number #9=memorandum number#, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule].~~

1. DEFINITIONS

1.1 In this instrument unless the context indicates otherwise:

Burdened Land is the land owned by the Grantor being the land described in Schedule A;

Cycleway means a cycleway and walkway with a surface suitable for cyclists and walkers with Related Structures constructed by the Grantee (with the prior consent of the Grantor under clause 2.3);

Easement Area means that part of the Burdened Land set out in Schedule A;

“Mercury” means Mercury NZ Limited, and its successors and assigns in respect of its interest in the Operating Easement.

“Operating Easement” means the Deed of Grant of Easement over Lake Karapiro granted by the Grantor in favour of Mercury and registered over the Burdened Land, created by Deed of Easement 8672093.1 embodied in CIR 544104.

Related Structures means bridges of sufficient standard for the passage of pedestrians, bicycles and vehicles, culverts, gates, stiles, fences, public signage, seating, picnic tables, toilets, rubbish bins, works of art and other public amenities, together with all appurtenances, supports and incidental structures which are reasonably necessary for the Cycleway;

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

2. GRANT OF RIGHT OF WAY EASEMENT

2.1 The Grantor grants to the Grantee, its employees, contractors, licensees and invitees, including the general public (in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantor) as an easement in gross the right forever to pass and repass at all times over and along the Cycleway on foot, with or without wheelchairs or prams, and on cycles, power assisted cycles, e-scooters, mobility devices and any other form of human powered transportation, with or without dogs on a leash, for the sole purpose of a public Cycleway and walkway.

2.2 The Grantee (including its employees, contractors and licensees) also has the right, at its own cost and subject to clause 3, to enter and remain for a reasonable time on the Easement Area or any other parts of the Burdened Land as are reasonable:

- a) to form the Cycleway on the Easement Area;
- b) to inspect, maintain or repair the surface of the Cycleway and any facilities and related equipment on the Easement Area (including fencing) that form part of the Cycleway; and
- c) to do anything else in the full exercise of its rights and obligations under this easement instrument

with or without tools, plant, equipment and vehicles.

2.3 The Grantee must not construct any Related Structures on the Easement Area (other than signage that complies with clauses 5.1b) and 5.1c)) without the prior written consent of the Grantor to the location of such facilities, which must not be unreasonably withheld or delayed.

2.4 The Grantee is not obliged to exercise any of its rights under this easement.

2.5 The Grantee may, at its own cost, excavate the Easement Area for all or any of the purposes referred to in this easement and if necessary may deposit soil, aggregate, and/or any other material upon the Burdened Land adjoining the Easement Area or install drainage structures provided always that all work shall be carried out expeditiously and on completion the surface of any of the Burdened Land that is affected will be restored as nearly as possible to its former condition at the sole cost of the Grantee.

3. ACCESS RIGHTS

3.1 In exercising its rights under this easement, the Grantee will cause as little disturbance as possible to any other lawful user of the Burdened Land and will ensure that all works are completed promptly and in a proper and professional manner, taking into account any particular concerns or requirements of the Grantor related to the Grantor's use of the Burdened Land.

3.2 The Grantee will give reasonable notice to the Grantor of the Grantee's intention to carry out any works authorised by this easement, except in an emergency, when no notice is required.

3.3 The Grantee will comply with all obligations imposed on the Grantee at law under the Health and Safety at Work Act 2015, including any regulations, codes or guidance made under that Act.

4. GRANTOR'S OBLIGATIONS

4.1 The Grantor will not do anything or allow anything to be done which interferes with or adversely affects the rights of the Grantee under this easement, and (without limitation) will not:

- a)** construct, place or allow any obstruction to the use and enjoyment of the Cycleway, whether by parked vehicle, rubbish or otherwise;
- b)** create or allow anything or activity on the Easement Area or Burdened Land adjacent to the Easement Area that is or could be a hazard to the Grantee or any user of the Cycleway;
- c)** use the Burdened Land adjacent to the Easement Area in any way which causes, or is likely to cause, damage to the Cycleway or to be a hazard to the Grantee or any user of the Cycleway; or
- d)** do anything to obstruct users of the Cycleway (whether by parking vehicles, depositing materials, or placing any other impediment on the Cycleway).

4.2 Despite the restrictions in clause 4.1, the Grantor will not be liable for any disruption to the Cycleway caused by any third party, natural event, or other circumstances beyond the control of the Grantor.

4.3 The Grantor will not grant to any other person any rights or interest in the Easement Area without the Grantee's prior written consent.

4.4 The Grantor must, as soon as practicable, bring to the Grantee's attention any maintenance issue which it observes on the Easement Area that it considers requires the attention of the Grantee. For the avoidance of doubt, there is no requirement for the Grantor to inspect the Easement Area for maintenance and repair issues.

5. GRANTEE'S FURTHER OBLIGATIONS

5.1 The Grantee must:

- a)** regularly remove rubbish, tree fall and plant debris from the Easement Area;
- b)** erect any mandatory regulatory signs required to comply with health and safety and transport rule requirements imposed by any relevant authority;
- c)** include in any signs erected on or near the Easement Area notification that the Burdened Land adjacent to the Easement Area is private property and that any use of that land without the Grantor's consent is prohibited.
- d)** repair and maintain the Cycleway, to keep the Cycleway in good repair and to prevent it from becoming a danger or nuisance.

5.2 To avoid doubt, unless specifically provided for in this easement or with the consent of the Grantor, this easement does not give any person the right to go, pass, re-pass, occupy or use in any other way, the Burdened Land outside the Easement Area.

6. OPERATING EASEMENT

6.1 The Grantor and the Grantee acknowledge and agree that:

- a)** the grantee's rights contained in this instrument are subject to Mercury's rights under the Operating Easement; and
- b)** the provisions of the Operating Easement and Mercury's rights under the Operating Easement shall have priority to the rights granted under this instrument which shall not derogate from Mercury's rights.

6.2 The Grantee accepts and acknowledges that:

- a)** The Burdened Land and surrounding land may be subject to periodic flooding; and
- b)** Mercury has the right to temporarily exclude entry by any persons to all or any parts of the Burdened Land under the terms of the Operating Easement (whether or not an emergency situation exists but acting reasonably) and Mercury may, therefore, temporarily exclude the Grantee from entering the Burdened Land. The Grantee will comply with any such exclusion.

6.3 The Grantee covenants that when it exercises its rights under this instrument it shall not:

- a) unreasonably frustrate, obstruct or hamper Mercury’s rights and powers (including those of their agents, employees and contractors) under the Operating Easement; or
- b) carry out any activity or do any other thing on the Easement Area which may affect the ability of Mercury to exercise their rights under the Operating Easement.

6.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Easement Area, as if those covenants were set out in this instrument.

6.5 The Grantee covenants not to exercise or permit the exercise of the Grantee’s rights under this instrument or to do anything that may:

- a) cause the Grantor to breach its obligations under the Operating Easement or any statutory, regulatory or consent requirement; or
- b) cause Mercury to breach their obligations under the Operating Easement or any statutory, regulatory or consent requirement.

6.6 The Grantee acknowledges and agrees that the obligations of the Grantee, where specified to be for the benefit of Mercury, are given in accordance with subpart 1 of part 2 of the Contract and Commercial Law Act 2017 and shall continue in force for the benefit of Mercury and their successors and assigns. For the avoidance of doubt, this instrument is intended to create, in respect of the obligations for the benefit of Mercury, obligations on the Grantee which are enforceable at the suit of Mercury and their successors and assigns.

6.7 The parties acknowledge and agree that where an inconsistency arises between the provisions of the Operating Easement and the provisions of this instrument, the provisions of the Operating Easement will prevail.

7. DEFAULT

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of five (5) Working Days from service of the notice of default, the other party may meet the obligation;
- b) if, at the expiry of the five (5) Working Day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Burdened Land;
- c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and

- d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

8. DISPUTES

8.1 If either party has any dispute with the other in connection with this easement:

- a) that party will promptly give full written particulars of the dispute to the other.
- b) the parties will promptly meet together and in good faith try to resolve the dispute.

8.2 If the dispute is not resolved within five (5) Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation by either party giving written notice of such referral to mediation to the other.

8.3 A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.

8.4 The mediation will be conducted by a Resolution Institute mediator chosen by the parties or if they fail to agree on such appointment within ten (10) Working Days of the notice referring the dispute to mediation being given, the mediator will be appointed on request by either party, by the President of the New Zealand Law Society or the President's nominee.

8.5 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator by giving written notice to the other party.

8.6 The single arbitrator will be appointed by the parties or, if the parties fail to agree on such appointment within ten (10) Working Days of the notice referring the dispute to arbitration being given, the arbitrator will be appointed on request by either party by the President of the New Zealand Law Society or the President's nominee.

8.7 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

8.8 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.

8.9 The procedures and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.

8.10 The parties must continue to comply with their obligations under this agreement deed during the dispute resolution process.

8.11 This clause 8 will not apply to:

- a) a dispute arising in connection with any attempted renegotiation of this agreement; or
- b) any application by either party for urgent interlocutory relief.

9. GRANTEE NOT BOUND IN ITS REGULATORY CAPACITY

9.1 This easement does not bind the Grantee in its capacity as regulatory authority in any way and any consent or agreement the Grantee gives under this easement is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this easement. The Grantee will not be liable to the Grantor if, in its regulatory capacity, the Grantee declines or imposes conditions on any consent or permission that the Grantor or anyone else seeks for any purpose associated with this easement instrument.

10. STATUTORY RIGHTS AND POWERS

10.1 The rights in this easement are in substitution for those set out in the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007 but otherwise this easement does not affect any statutory powers that the Grantee may have.

11. INDEMNITY

11.1 The Grantee indemnifies the Grantor and Mercury against any claims arising from use of the Easement Area as a Cycleway that results in:

- a) physical damage to the Burdened Land or anything located on the Burdened Land; or
- b) any damage to a third party for which a claim is brought against the Grantor or Mercury, as applicable;

where that damage is caused by or the result of:

- c) any act or omission of the Grantee not permitted by this easement;
- d) any negligent act or omission of the Grantee; or
- e) any breach of any statutory obligation by which the Grantee is bound in relation to the use of the Easement Area as a Cycleway;

for which the Grantee would otherwise be legally liable at law.

11.2 The indemnity in clause 11.1 does not apply to the extent that any such liabilities and damage or losses result from the negligence of, or breach of this easement, by the Grantor, Mercury and/or any occupier of the Burdened Land.

11.3 The Grantee's total liability under this easement is limited to \$2 million in the aggregate in respect of any one or more claims arising from one event or one series of related events.

11.4 Mercury will have no obligations or liability to the Grantee whatsoever (and they are released to the fullest extent permitted by law) provided Mercury's operations are not in breach of any relevant consents, statutes or regulations.

11.5 Under no circumstances will Mercury be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether

consequential or otherwise, arising directly or indirectly from this instrument or any activity undertaken by the Grantee on the Burdened Land, or any activity undertaken by Mercury on that part of the Burdened Land subject to the Operating Easement or Mercury's operations on the Waikato River (provided such operations are not in breach of any relevant consents, statutes or regulations).

- 11.6** Under no circumstances will the Grantee (nor will it fund any other person to) seek to make a claim or bring any action or otherwise against Mercury in contract, tort or otherwise in respect of any claim barred by clauses 11.4 and 11.5.

COUNCIL AGENDA



To: His Worship the Mayor and Councillors
From: Governance
Subject: RESOLUTION TO EXCLUDE THE PUBLIC
Meeting Date: 30 August 2022

1 EXECUTIVE SUMMARY – WHAKARĀPOPOTANGA MATUA

A local Authority may, by resolution, exclude the public from the whole or any part of the proceedings of any meeting under section 48(1) of the Local Government Official Information and Meetings Act 1987.

2 RECOMMENDATION – TŪTOHU Ā-KAIMAHI

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

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
19. Public Excluded Minutes – 26 July 2022 20. Possible Sale of Unformed Roads Pirongia 21. Possible Sale of Land Pirongia 22. Acquisition of Wastewater Easement 23. Legalisation of Waite Road, Te Pahu Realignment	Good reason to withhold exists under section 7 Local Government Official Information and Meetings Act 1987	Section 48(1)(a)

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act, or Sections 6, 7 or 9 of the Official Information Act 1982, as the case may be, which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, are as follows:

Item No.	Section	Interest
19	Section 7(2)(i)	<i>To enable the Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</i>
19,20,21,22,23	Section 7(2)(h)	<i>To enable the council to carry out, without prejudice or disadvantage, commercial activities.</i>