

Notice is hereby given that an ordinary meeting of the Horowhenua District Council will be held on:

Date: Wednesday 9 December 2020
Time: 4.00 pm
Meeting Room: Council Chambers
Venue: 126-148 Oxford St
Levin

Council

OPEN AGENDA

MEMBERSHIP

Mayor	Mr Bernie Wanden	
Deputy Mayor	Mrs Jo Mason	
Councillors	Mr David Allan	
	Mr Wayne Bishop	
	Mr Ross Brannigan	
	Mr Todd Isaacs	
	Mr Sam Jennings	
	Mrs Victoria Kaye-Simmons	
	Mr Robert Ketu	
	Mrs Christine Mitchell	
	Ms Piri-Hira Tukapua	
Reporting Officer	Mr David Clapperton	(Chief Executive)
Meeting Secretary	Mrs Karen Corkill	

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Full Agendas are available on Council's website
www.horowhenua.govt.nz

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Horowhenua District Council Service Centre, 126 Oxford Street, Levin
Te Awahou Nieuwe Stroom, Foxton,
Shannon Service Centre/Library, Plimmer Terrace, Shannon
and Te Takeretanga o Kura-hau-pō, Bath Street, Levin

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1 Apologies

2 Public Participation

Notification of a request to speak is required by 12 noon on the day of the meeting by phoning 06 366 0999 or emailing public.participation@horowhenua.govt.nz.

See over the page for further information on Public Participation.

3 Late Items

To consider, and if thought fit, to pass a resolution to permit the Council to consider any further items which do not appear on the Agenda of this meeting and/or the meeting to be held with the public excluded.

Such resolution is required to be made pursuant to Section 46A(7) of the Local Government Official Information and Meetings Act 1987, and the Chairperson must advise:

- (i) The reason why the item was not on the Agenda, and
- (ii) The reason why the discussion of this item cannot be delayed until a subsequent meeting.

4 Declarations of Interest

Members are reminded of their obligation to declare any conflicts of interest they might have in respect of the items on this Agenda.

5 Confirmation of Minutes – Open & In Committee – 10 November 2020

6 Announcements

Annual Water NZ Awards – Trainee of the Year

Ethan Keith of the Horowhenua Alliance was awarded Trainee of the Year at the above Awards held recently in Hamilton. He will be in attendance, with his supervisor, Jill Short and the Acting Alliance Horowhenua Manager, John Titchmarsh, to speak about the award and what it means to Ethan and the Horowhenua Alliance.

2021 Rural Games

There will be a presentation from Margaret Kouvelis and James Stewart on the 2021 Rural Games.

Foxton Community Board

There will be the regular update on behalf of the Foxton Community Board.

Public Participation (further information):

The ability to speak at Council and Community Board meetings provides the opportunity for members of the public to express their opinions/views to Elected Members as they relate to the agenda item to be considered by the meeting.

Speakers may (within the time allotted and through the Chairperson) ask Elected Members questions as they relate to the agenda item to be considered by the meeting, however that right does not naturally extend to question Council Officers or to take the opportunity to address the public audience be that in the gallery itself or via the livestreaming. Council Officers are available to offer advice to and answer questions from Elected Members when the meeting is formally considering the agenda item i.e. on completion of Public Participation.

Meeting protocols

1. All speakers shall address the Chair and Elected Members, not other members of the public be that in the gallery itself or via livestreaming.
2. A meeting is not a forum for complaints about Council staff or Council contractors. Those issues should be addressed direct to the CEO and not at a Council, Community Board or Committee meeting.
3. Elected members may address the speaker with questions or for clarification on an item, but when the topic is discussed Members shall address the Chair.
4. All persons present must show respect and courtesy to those who are speaking and not interrupt nor speak out of turn.
5. Any person asked more than once to be quiet will be asked to leave the meeting.

Proceedings of the Hearing Committee 24 September and 11 November 2020

File No.: 20/525

1. Purpose

To present to the Council the minutes of the Hearings Committee meeting held on 24 September and 11 November 2020.

2. Recommendation

- 2.1 That Report 20/525 Proceedings of the Hearing Committee 24 September and 11 November 2020 be received.
- 2.2 That the Council receives the minutes of the Hearings Committee meeting held on 24 September and 11 November 2020.
- 2.3 That this matter of decision be recognised as not significant in terms of s76 of the Local Government Act 2002.
- 2.4 That as recommended by the Hearings Committee, the Horowhenua District Council adopts the Draft Water Supply Bylaw 2020 (Attachment A), effective from the date of adoption, and that on adoption the Water Supply Bylaw 2014 will be repealed.

3. Issues for Consideration

The following item requires further consideration by Council:

Draft Water Supply Bylaw 2020

Following hearing from submitters and seeking further legal advice, the Hearings Committee passed the following resolution:

THAT after hearing from submitters and considering the further information requested, the Hearings Committee recommends to the Horowhenua District Council that the Draft Water Supply Bylaw 2020 (Attachment A) be adopted and that on adoption by Council, the Water Supply Bylaw 2014 be repealed.

Council's adoption of the Water Supply Bylaw 2020 is now sought.

Attachments



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Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	Asli Crawford Water & Waste Services Manager	
Approved by	Kevin Peel Group Manager - Infrastructure Operations	

Hearings Committee

OPEN MINUTES

Minutes of a meeting of the Hearings Committee held in the Council Chambers, 126-148 Oxford Street, Levin, on Thursday 24 September 2020 at 1.00 pm.

PRESENT

Chairperson
Members

Cr J F G Mason
Cr D A Allan
Cr S J R Jennings
HWTM B P Wanden (ex Officio)

IN ATTENDANCE

Reporting Officer

Mr K Peel (Group Manager – Infrastructure Operations)
Mrs A Crawford (Water & Waste Services Manager)
Mr A Hoffman (Water Services Engineer)
Mr P Gaydon (Special Projects Engineer)
Mrs K J Corkill (Meeting Secretary)

ALSO IN ATTENDANCE

Submitters

Mr S Ferguson
Mr C Hartwell (C & M Contracting Levin Ltd)

MEDIA IN ATTENDANCE

Ms R Moore (“Manawatū Standard”)

1 Apologies

An apology was recorded for Cr Tukapua.

MOVED by Cr Jennings, seconded Cr Allan:

THAT the apology from Councillor Tukapua be accepted.

CARRIED

2 Declarations of Interest

There were no declarations of interest.

3 Announcements

Opening the hearing, Cr Mason introduced the Hearings Panel and Council Officers in attendance and advised, for the record, that the meeting was being recorded.

4 Reports

4.1 Draft Water Supply Bylaw 2020 - Hearing of Submissions

Purpose

To provide the platform for the Hearings Committee (Committee) to hear and consider submissions received on the Draft Water Supply Bylaw 2020 (**Bylaw**) and to make a subsequent recommendation to Council in respect of the Bylaw.

MOVED by Cr Jennings, seconded Cr Allan:

THAT Report 20/392 Draft Water Supply Bylaw 2020 - Hearing of Submissions be received.

THAT this decision is recognised as not significant in terms of S76 of the Local Government Act.

CARRIED

Cr Mason gave a background to the process, noting that six submissions had been received, with three submitters indicating they wished to speak. She welcomed the submitters in attendance and explained the process, which would include hearing from submitters and with the Hearings Panel having the opportunity to ask questions. The Hearings Panel had read the submissions and submitters could clarify any points and provide emphasis; it was not an opportunity to introduce new information.

Submission 1 – Sam Ferguson

Mr Ferguson said he was wanting to bring a number of lenses to this process to ensure they were considered as, with a growing district, there would be water supply issues going forward.

One was an environmental lens, with all resources being finite. People were aware, with such things as electricity, that they were metered and would receive a bill. With the water supply, that was not necessarily the case. There was quite a disconnect between use of the resource and the supply of the resource. He used to live at Waitare Beach, where they had water tanks. As a family they were very conscious of water consumed as there would be a cost if the water ran out and they had to buy more.

When looking at water meters, there was the opportunity to bring more awareness of consumption. He was aware that in Kāpiti there had been a lot of political pushback on this, but he supported what was being proposed here which was a good approach involving new houses being built and where there was substantial reconfiguration to existing connections.

Affordability was another lens, as water use was part of everyday activities and the cost could be an issue for larger families. He did not want to see a situation where people in the community could not afford enough water to just go about their daily lives. He suggested Council should consider some mechanism for larger families perhaps to be able to apply for a higher threshold, or something similar.

Another consideration was where people were renting properties and the effect water metering and paying the extra cost of water consumption would have on them. Mr Ferguson said he understood that Kāpiti had seen a 25% reduction in water consumption since the introduction of meters. Whilst what was proposed here was

different, it did go to the point about awareness of demand. When thinking about the management of resources, he suggested a further lens needed to be applied around human health, public health and water supply services. That was part of a civilised society. Concluding, Mr Ferguson reiterated that the lenses of affordability, the fair distribution of costs and the environmental impact needed to be considered.

Mr Ferguson was thanked for his submission, with the issues he raised around the impact of water meters on larger families and renters being something for Council to consider in terms of mechanisms for mitigation.

Submission 2 – Chris Hartwell, C&M Contracting Levin Ltd

With Mr Hartwell indicating he had not seen the Officer comment to items in his submission, he was given a copy to peruse.

Mr Hartwell then provided further comment, noting:

- the definition of 'extraordinary users' was a new definition; it was not in the current Bylaw. It was, therefore, much wider than it had been historically.
- there would be some aspects that would be difficult to monitor, particularly around spas and collapsible pools, etc.
- with it appearing that the objective was to reduce water consumption, then the amount of water used in some of those activities would be quite small compared to other large water users.
- there had been some actions put in place to reduce the inlet water pressure. From work done in Australia, it had been revealed that zone inlet pressure reduction of 35% saw a 71% reduction in mains breaks and a 35% reduction in service breaks, so over the overall network zoning pressure reduction could have a significant impact on reducing water losses.
- a Water NZ members survey undertaken in 2010 had indicated that even properties with meters still had quite a high water consumption and the survey did indicate that there was little correlation in water consumption between areas that were metered and those that were not.
- that raised the issue of cost of the infrastructure as purchasing, installing and reading the meters was quite costly for the ratepayer.
- being on a meter for some time (20 or so years) in a rural area, over that time, apart from a few errors, they had not had to pay for any additional water consumption so the presence of a meter had not gained Council any additional revenue but had added costs.
- in terms of volume, the meat industry was a very large user of water. Livestock Australia had done some work around reducing water consumption within the industry and also recycling of water which had been successful so there were opportunities there to make significant reductions.
- as well as cost, another issue was around the interval between readings. They were allocated 91 cubic metres of water per quarter and had found the quarter could vary quite significantly in length with 91 days sometimes becoming 105. This had necessitated some visits to Council to get that corrected, which added to the cost associated with the process.

Responding to a query as to his views as to whether metering made a difference in terms of consumption and around the issue of leakage, Mr Hartwell said that the work that had been done suggested if metering was used, the inlet needed to be metered as well so the mass balance was done. He presumed Council had done some of that work. Another important aspect was the speed of remediation when a fault, whether through damage, blow out, etc, was found.

In terms of his concern re the definition of Extraordinary Users, Mr Hartwell said one issue of the potential increase in meters was the cost versus the benefit. There were significant costs in buying and installing the meters and then having them read quarterly. The actual benefit may be somewhat questionable, certainly based on

work that had been done by the Water Users Group which would suggest that metering by itself had very little effect. Therefore, education of consumers needed to be top priority, as well as the ability to make remedial works happen quickly. Another big one was pressure reduction, which Council had been working on. Providing further clarification, Mr Hartwell said he did not think many of those defined as extraordinary users had a direct link with water consumption, such as some the home-based commercial activities identified, as the net impact of water consumption would not be cost effective for the ratepayer.

In terms of the comment that KCDC had achieved a 25% reduction in water usage following universally implementing water meters, Mr Hartwell said he was not sure what other actions they may have taken. If they had put in inlet pressure reduction controls, they may have seen a significant reduction in leakage through the system. Unless the data was available that the amount of water coming in was being monitored as well as the amount of water being consumed, it would not be possible to do a correct correlation of the two.

Mr Roger Truebridge, the third submitter who had requested to speak, was not yet in attendance. The meeting adjourned briefly to await his arrival (1.30-135 pm).

With Mr Roger Truebridge still awaited, Council's Water & Waste Services Manager, Mrs Crawford, joined the table to speak to the report and she, together with Mr Peel, responded to queries as follows:

- in terms of affordability for renters and large families, as raised by Mr Ferguson, that lay beyond the scope of the draft Bylaw and was for a subsequent forum;
- the cost of installing a meter was \$70; however that could depend on whether it was a new toby box or whether it was a replacement; and it could vary depending upon the number;
- at this stage it was not possible to provide advice on what could be done to address the water allocation for larger family groups or people on one site as it had not been investigated. It was, however, something that would be looked at.

Having heard the two verbal submissions, the other submissions were considered.

Submission 3 – Alice Falloon – Fire and Emergency New Zealand (FENZ)

This submission had brought to Officers attention a change in the Act, which had been noted and the reference to the 'Fire Service Act 1975' had been replaced/updated in the Bylaw to refer to the "Fire and Emergency New Zealand Act 2017'.

Submission 4 – Amanda Coats – FRP Investments

Ms Coats had opted not to come and submit in person. Her submission generally supported the Bylaw, but noted some reservations in relation to the changes and interpretation of Sections 15, 18 and Subdivision, but did not provide any further detail. She had requested a tracked changes version of the draft Bylaw, and when she had been contacted she had been provided with the summary of changes that were posted on the website.

That had raised the potential need for documents with tracked changes being available for any future consultative process.

Submission 5 – Horowhenua New Zealand Trust

This submission was in relation to commercial activity and the requirement for the interface of the Building Code and the Fire Fighting Code.

As a point of clarification, it was noted that there had been some discussion with Officers around this prior to the hearing. It was understood that the definition around the level of service in the Bylaw would essentially be a separate policy decision by

Council and that could happen sometime in the future. If Council was to change its level of service around FW2 there would need to be a further conversation and analysis around costs and impact in terms of infrastructure. Also, if Council was seeing greater demand around larger buildings or particular types of buildings in particular areas, that level of service could be revisited.

Mrs Crawford said that was correct. This Bylaw covered a level of service, FW2, for residential dwellings. It did not cover commercial buildings and there would need to be a further decision on how commercial users could be serviced. There was FENZ and there was the Building Act and they did not quite speak to each other.

Submission 6 – Roger Truebridge – Truebridge Associates Limited

This submitter raised concerns in relation to using resource consent conditions imposed under the RMA for upgrading existing infrastructure as those conditions were for the purpose of mitigating or minimising the effects of a subdivision on the environment. Mr Truebridge suggested such a condition in a resource consent would be ultra vires and that paragraph 15.7 of the draft Bylaw needed to be reconsidered or modified to require water meters in a subdivision for new lots only.

With further clarification requested by Panel members with regard to the 'ultra vires' issue raised by Mr Truebridge, Mrs Crawford advised that section 15.4 stated that "The Council may fit a meter to any connection on any property at any time for the purposes of determining water consumption". To give some background, she noted that the water supply for the Levin township was sourced from the Ohau River. That activity was consented by Horizons Regional Council. During the dry summer period the water flow in the river decreased, so to protect the ecology of the river there was a restriction on how much water Council could draw, which reduced the water abstracted from the river. Also, during the summer period demand went up. On top of that, as part of the water intake consent, there was also a water demand management condition. Council had been going through a process in terms of identification of leakages, having pressure zones, and doing remedial pipe works. That had meant since March Council had detected and remediated approximately 62 household leakages (about 350,000 litres of water per day). In summary, Mrs Crawford said there was a condition that Council had to meet to manage the water demand and all practical steps were being taken to do that. If that condition was not met, then the next step would involve section 15.4, where meters could be required on any property at any time for the purpose of determining water consumption.

With it confirmed that it was routine practice for Council to mandate the installation of water meters for new subdivisions or new lots created by subdivision, the issue raised by Mr Truebridge was discussed in more detail, with it suggested that in terms of 15.4, the Bylaw itself would not be ultra vires, it was potentially the Bylaw's implementation.

Mrs Crawford noted that under section 108 of the RMA it was possible to put conditions in a consent and one of those conditions could be with regard to the environment so it would be possible use s108 of the RMA during the consent process.

Mr Peel added that the draft Bylaw had been checked from a legal perspective prior to going out for consultation and certainly that issue had not been raised by the lawyers.

The Chair noted that if Members would be more comfortable to have a further legal opinion, it would be possible to adjourn the meeting to seek more information.

Covered in discussion:

- for clarity, it was confirmed that the Bylaw did not mandate universal metering at

- this time.
- meters were typically placed on Council-owned land outside the boundary of a property, but in some circumstances it could be placed within the boundary of a private property but this would be done in agreement with the landowner or by powers available to Council under the LGA.
 - in terms of a scenario where someone objected to a meter being placed on their property in terms of this Bylaw, Council's approach would initially be to try to work with the property owner to secure their agreement, with the exercise of powers to mandate that being a last resort.
 - as part of this process, education was important so that people understood what a valuable resource water was and care was needed in its use.
 - Section 11 – Fire hydrants and the inclusion of clauses in terms of privately-owned fire hydrants, that was in terms of preventing cross-contamination and also people may access them illegally.

In terms of process, with the agreement of the Committee clause 15.7 was parked to await a legal opinion, and the meeting moved into public debate to consider the other clauses and intent of the draft Water Supply Bylaw 2020 and to make any subsequent recommendations.

Other than the addition of the word 'new' to 5.7, as suggested by Mr Hartwell, which was a technical change, and awaiting further legal advice with regard to 15.7, members said they were satisfied with the Bylaw as drafted and the officer recommendations. Clarification that universal metering would require a separate discussion and debate at a future time was reassuring, as was the issue raised by submitter 5 around the level of service for fire protection.

The Chair thanked everyone for their attendance and adjourned the meeting (2.10 pm) to reconvene at a day and time to be advised.

2.10 pm

The meeting adjourned, with the date for the meeting to be reconvened to be advised.

CONFIRMED AS A TRUE AND CORRECT RECORD
AT A MEETING OF THE HEARINGS COMMITTEE
HELD ON

DATE:.....

CHAIRPERSON:.....

Hearings Committee

OPEN MINUTES

Minutes of a reconvened meeting of the Hearings Committee held in the Council Chambers, 126-148 Oxford Street, Levin, on Wednesday 11 November 2020 at 2.00 pm.

PRESENT

Chairperson Cr J F G Mason
Members Cr D A Allan
Cr S J R Jennings
HWTM B P Wanden (ex Officio)

IN ATTENDANCE

Reporting Officer Mr K Peel (Group Manager – Infrastructure Operations)
Mrs A Crawford (Water & Waste Services Manager)
Mrs K J Corkill (Meeting Secretary)

1 Apologies

There were no apologies.

2 Declarations of Interest

None declared.

3 Announcements

There were no announcements.

4 Reports

4.1 Draft Water Supply Bylaw 2020

Purpose

To consider the further information requested at the Hearing of Submissions on the Draft Water Supply Bylaw 2020 held on 24 September 2020.

The Chair welcomed those in attendance to the reconvened meeting of the Hearings Committee, with the 24 September meeting having been adjourned for some further legal advice to be sought. She confirmed that the submitters had been notified of today's reconvened meeting, but none had requested a further opportunity to speak. She further confirmed that the legal opinion had been circulated to Members, as had a copy of the amended Draft Water Supply Bylaw 2020.

MOVED by Cr Jennings, seconded Cr Allan:

THAT Report 20/513 Draft Water Supply Bylaw 2020 be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

Speaking to the report and further information provided, Mrs Crawford advised, and it was confirmed by Mr Peel, that under the RMA Council could not meter an existing connection to a property, but it could meter new connections. In response to a query if that should be included in the Bylaw, Mr Peel said he had been advised that the Compliance Team would include the requirement for new connections in any consent conditions, which would cover the issue.

With the Chair noting that the word 'new' had been added to 15.7 and with there being no further matters raised by the Hearings Committee, it was:

MOVED by Cr Allan, seconded Cr Jennings:

THAT after hearing from submitters and considering the further information requested, the Hearings Committee recommends to the Horowhenua District Council that the Draft Water Supply Bylaw 2020 (Attachment A) be adopted and that on adoption by Council, the Water Supply Bylaw 2014 be repealed.

CARRIED

Thanking all those involved for the time and energy that had gone into the process, Mrs Mason also acknowledged the input from submitters which had focussed the Hearings Committee in terms of what Council could and could not do. For the record, she advised that she had phoned Mr Truebridge, who had raised the RMA issue, and let him know that a further legal opinion had been sought, so like other submitters, he had been notified of the work the Committee had undertaken. All submitters would be notified of the decision and the matter would now go to Council for full ratification, following which the Bylaw would be enacted.

2.06 pm

There being no further business, the Chairperson declared the meeting closed.

CONFIRMED AS A TRUE AND CORRECT RECORD
AT A MEETING OF THE HEARINGS COMMITTEE
HELD ON

DATE:.....

CHAIRPERSON:.....



DRAFT WATER SUPPLY BYLAW 2020

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HOROWHENUA DISTRICT COUNCIL WATER SUPPLY BYLAW 2020

The Horowhenua District Council (Council) makes this bylaw pursuant to Section 145 and 146 of the Local Government Act 2002 and Section 64 of the Health Act 1956 and all other Acts or authorities enabling it to make this Bylaw.

1 Short Title, Commencement, Application and Repeal

- 1.1 This Bylaw is to be known as the Horowhenua District Council Water Supply Bylaw 2020.
- 1.2 This bylaw shall come into force following adoption by Council.
- 1.3 This bylaw applies to the Horowhenua District.
- 1.4 As from the day this Bylaw comes into force, any previous water supply bylaw or parts of any previous water supply bylaw and their amendments in force in the Horowhenua District (including the former local authorities that now comprise the Horowhenua District Council) shall be revoked.
- 1.5 Savings:
 - (a) The revocation of any previous water supply bylaws or parts of any previous bylaw and their amendments specified in Clause 1.4 shall not prevent any legal proceedings, criminal or civil, being taken to enforce those bylaws and any such proceedings shall continue to be dealt with and completed as if the bylaw or part bylaw or amendment had not been revoked; and
 - (b) Any resolution, approval, permit or other decisions made under a bylaw referred to in Clause 1.4 remains in force until such resolution, approval, permit or other decision is revoked, has expired or is replaced with an equivalent or replacement resolution, permit or other decision made pursuant to this Bylaw or other applicable bylaw.

2 Purpose, Objectives, and Scope

- 2.1 The purpose of this Bylaw is to protect, promote and maintain public health and safety, to protect public water supply infrastructure, to protect the public from Nuisance by making rules for the supply of water, and to manage and regulate the Council's Water Supply.
- 2.2 The objectives of this Bylaw are to:
 - (a) Provide for public health and safety in the supply of water and to ensure fair and reasonable use of resource;
 - (b) Protect publicly owned water supply infrastructure from incorrect use and damage; and
 - (c) Promote reasonable use of water in the District.
- 2.3 This Bylaw is made under the authority of the Local Government Act 2002 and the Health Act 1956 for the supply of water to its customers by the Horowhenua District Council. The supply and rating for water by Council is subject to:
 - (a) Statutory Acts and Regulations

- (i) Building Act 2004;
 - (ii) Fire and Emergency New Zealand Act 2017;
 - (iii) Health Act 1956;
 - (iv) Health (Drinking Water) Amendment Act 2007;
 - (v) Local Government Act 2002;
 - (vi) Local Government (Rating) Act 2002; and
 - (vii) Resource Management Act 1991.
- (b) Relevant Codes and Standards
- (i) Drinking Water Standards for New Zealand 2005 (revised 2018);
 - (ii) New Zealand Building Code;
 - (iii) BS EN 14154-3:2005 Water Meters. Test Methods and Equipment;
- (iv) SNZ PAS 4509:2008 New Zealand Fire Service Fire Fighting Water Supplies Code of Practice; and
- (v) NZWWA Backflow Code of Practice 2006;
 - (vi) NZWWA Water Meter Code of Practice 2003;
- (vii) OIML R49 Water meters intended for the metering of cold potable water (International Organisation of Legal Metrology, 2013)
- (viii) NZS4404:2010 Land Development and Subdivision Engineering;
 - (ix) National Policy Statement for Fresh Water Management 2014;
 - (x) One Plan – Horizons Regional Council;
 - (xi) Civil Defence Emergency Management Act 2002;
 - (xii) National Environmental Standards under the RMA 1991;
 - (xiii) The Horowhenua District Council Plan, 2015.

3 Interpretation

- 3.1 Unless the context requires otherwise, the definitions set out in Clause 4 shall be applied. A reference to a repealed enactment should be read as a reference to its replacement.
- 3.2 For the purposes of this Bylaw, the word 'shall' refers to practices that are mandatory for compliance with this Bylaw, while the word 'should' refers to practices that are advised or recommended.

4 Definitions

For the purpose of this Bylaw, unless inconsistent with the context, the following definitions apply:

Air Gap Separation means a physical separation between the free flowing discharge end of a Potable Water supply pipeline, and the highest overflow level of the receiving vessel, used to prevent Backflow.

Approved or Approval	means permitted in writing by the Council, either by resolution of the Council or by any officer of the Council authorised for that purpose.
Authorised Agent	means any Person authorised or appointed in writing by the Council to do anything in respect of the Water Supply System.
Backflow	means the unplanned reversal of flow of water or mixtures of water and contaminants into the water supply network.
Backflow Prevention Device	means a device that prevents Backflow of water or mixtures of water and contaminants back into the water supply network.
Buried Services	means any underground infrastructure owned and maintained by Council, including but not limited to water mains, Service Pipes or Fittings.
Catchment	means the area upstream, including all tributaries of the raw water abstraction point, bounded by the watershed, or the aquifer and recharge zone of a ground water system.
Chambers	means the housing of any Fittings.
Commercial Area	means a Commercial Zone as that term and area is defined in the Horowhenua District Plan.
Connection	means the Service Pipe from the Council's water main to the Point of Supply that is owned and maintained by the Council and includes any pipes, valves, manifolds, water meters, Backflow Prevention Device that is installed on the Council's side of the Point of Supply and the protection structure for any such Backflow Prevention Device, and the water meter box.
Council	means the Horowhenua District Council or any officer authorised to exercise the authority of the Council, and includes any Enforcement Officer appointed by the Council to carry out general or authorised specific duties arising from any of the provisions of this bylaw.
Council Water Supply	means Council's supply of Potable Water to its customers.
Customer	means the Owner or legal occupier of any Property who has obtained the right to use or direct the manner of use of, water supplied by the Council to any Property.
Dedicated Filling Point	Points in the Water Supply System that are provided by the Council for the purpose of allowing commercial operators to obtain bulk water in accordance with a Permit issued by the Council.
Detector Check Valve	means a check (non-return) valve, which has a positive closing pressure and a metered bypass to measure flows typically associated with leakage or unauthorised use on a dedicated fire supply.

Emergency	an Emergency is a situation that poses an immediate risk to life, health, property, or the environment that requires an immediate response.
Extraordinary Supply	means a category of an On Demand Supply including all purposes for which water is supplied other than ordinary domestic supply and which may be subject to specific conditions and limitations.
Extraordinary User	means a Customer that receives an Extraordinary Supply of water and that specifically includes the following water users: <ul style="list-style-type: none">• Residential properties with swimming pools, spas or collapsible pool• Residential properties with advanced on-site wastewater treatment systems• Commercial or business premises (including home-based commercial activities e.g. dentists, hairdressers, bed and breakfast and other cottage type industries)• Industrial premises• Temporary supplies• Out of District customers (supply to or within another local authority)• Public facilities, golf clubs, parks and reserves• Educational facilities• Health facilities• Retirement villages• Any properties at which horticultural or agricultural land use is occurring• Any other Property found by Council to be using more than 15% of the assessed average daily allocation over a 12-month period.
Fees and Charges	means the list of items, terms, and prices for services associated with the supply of water as adopted by the Council in accordance with the LGA 2002 and the Local Government (Rating) Act 2002.
FENZ Personnel	means any Fire and Emergency New Zealand personnel under the Fire and Emergency New Zealand Act 2017.
Fitting	All accessories, connections and fixtures on pipes, including valves, Restrictors and water meters.
Fire Installation	means a water installation, which conveys water solely for the purpose of firefighting.
Green-Belt Residential Area	means a Green-Belt Residential Zone as that term and area is defined in the Horowhenua District Plan.

Horowhenua District or District	means the area or constituency constituted from time to time pursuant to the Local Government Act 2002.
Horowhenua District Council	means the Horowhenua District Council as named in Part 2 of Schedule 2 to the Local Government Act 2002.
Horowhenua District Plan	means the current operative district plan of the Horowhenua District Council as published from time to time on its website.
Industrial Area	means an Industrial Zone as that term and area is defined in the Horowhenua District Plan.
Level of Service	The measurable performance standards on which the Council undertakes to supply water to its customers.
Meter	A Council owned device used to measure the volume of water supplied to a Customer.
Notice	means a notice issued by the Council pursuant to this Bylaw.
Nuisance	means anything that disturbs the reasonable use of water supply or endangers life and health or is offensive.
On Demand Supply	means a supply, which is available directly to the Customer without restriction of flow from the Point of Supply subject to the agreed levels of service.
Open Catchment	means a Catchment that does not have major points of access fenced, and is not controlled to human or animal access.
Ordinary Supply	means a category of On Demand Supply used solely for domestic purposes, excluding any identified extraordinary water use.
Owner	means the Person who is for the time being entitled to the rack rent of the land or building or who would be so entitled if the land or Property were let to a tenant at a rack rent.
Permit	means any written permission or consent required by this Bylaw or any other relevant legislation.
Person	means a natural person, corporation sole, a body corporate or an unincorporated body.
Point of Supply	means the point where the Connection meets the Supply Pipe; this marks the boundary of responsibility between the Customer and the Council, irrespective of Property boundaries.
Potable Water	means water that is held out by the Council to be suitable (either as supplied or subject to additional treatment recommended by the Council) for drinking and other forms of domestic and food preparation use.
Property	means:

- (a) A property or allotment which is held under a separate record of title or for which a separate record of title may be issued and in respect to which a building consent has been or 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 and for which a record of title is available; or
- (c) A separately used or inhabited part of a rating unit as defined in the Council's Funding Impact Statement; or
- (d) Land held in public ownership (e.g. reserve) for a particular purpose.

Public Notice

means a Notice published in—

- (a) One or more daily newspapers circulating in the Horowhenua district; and
- (b) Is publicly available, until any opportunity for review or appeal in relation to the matter notified has lapsed, on the Council's website.

Restricted Supply

means a type of water supply where a limited flow is supplied by a flow control device, and storage is provided on-site by the Customer to cater for demand fluctuations.

Restrictor

means a flow control device fitted to the Service Pipe to limit the flow rate of water to a customer's premises.

Residential Area

means a Residential Area as defined by the Horowhenua District Plan.

Roading Authority

means Horowhenua District Council or Waka Kotahi New Zealand Transport Agency.

Rural Area

means a Rural Zone as that term and area is defined in the Horowhenua District Plan.

Rural Supply

means water supplied to currently serviced Rural Areas.

Service Pipe

means that section of water pipe between a water main and the Point of Supply that is owned and maintained by the Council.

Service Valve or Toby

means the valve at the Customer end of the Service Pipe.

Storage Tank

means a secure vessel for holding Potable Water.

Supply Pipe

means the section of pipe between the Point of Supply and the customer's Property through which water is conveyed to the premises.

Urban Water Supply Area means an area formally serviced by the Council as an area serviced by a reticulated Water Supply System with a firefighting capability that is intended to supply water to customers via on demand supplies.

Water Supply Area means an area formally serviced by the Council as an area serviced by a reticulated water supply.

Water Supply Authority (WSA) means Horowhenua District Council.

Water Supply System means all those components of the network between the point of abstraction from the natural environment and the Point of Supply. This includes but is not limited to: 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, boundary assemblies, meters, Backflow prevention devices and tobies.

Unit of Water means the flow of water that is equivalent to 1,000 litres a day for any restricted water Connection.

5 Supply of Water

- 5.1 No water shall be taken from a Council Water Supply without prior Approval.
- 5.2 No Person may abstract water from the Council's Dedicated Filling Points without a Permit from the Council authorising such abstraction. The Council at its sole discretion may grant a Permit to abstract water from the Council's Dedicated Filling Points on any terms or conditions it considers appropriate.
- 5.3 The supply of water shall be subject to payment of any applicable water rates, Fees and Charges and any applicable development or financial contributions.
- 5.4 A Property shall only have one Connection, unless otherwise Approved.
- 5.5 A Supply Pipe shall serve only one Property, and shall not extend by hose or any other pipe beyond the boundaries of that Property. In particular, any water, which the Customer draws from the Council Water Supply, shall not be provided to any other Person without prior Approval.
- 5.6 With reference to Clause 5.4 and 5.5, if a single Connection services more than one Property (as in the case of cross-lease properties), Council may recover costs arising from metered water consumption from any or all of the Property Owners, which are serviced by that Connection.
- 5.7 No new Connection shall be made to a Council Water Supply in a Rural Area.
- 5.8 Only properties in the Residential Area, Green-Belt Residential Area, Commercial Area, or Industrial Area, or in a Rural Area already serviced by the Council, shall be generally entitled to Potable Water supplied by the Council.
- 5.9 Any Person wishing to connect a Property to a reticulated Council Water Supply must either:
 - (a) Complete and submit the Council's "Application for Connection/Disconnection" form (available on Council's website and from any of Council's Service Centres); or

- (b) Hold an Approved subdivision consent for that Property with a condition requiring connection to a Council Water Supply and comply with all relevant consent conditions including the submission of the Council's "Application to Connect" form.

5.10 The following provisions apply to applications made under Clause 5.9:

- (a) The applicant must be the Owner or have the legal authority to act on behalf of the Owner of the Property for which supply is sought, and shall produce written evidence of this if required;
- (b) There must be adequate capacity within the supply system to allow the additional Connection or Connections;
- (c) Any new Connections and/or upgrading of an existing water Connection must be applied for and installed at the cost of the applicant and/or consent holder. The water Connection is to be provided at the Point of Supply. Refer to schedule 1- Point of Supply and Typical Layouts;
- (d) An application fee shall be payable;
- (f) In deciding whether to approve the application Council shall consider and may specify all or any the following:
 - (i) The type of water supply to be provided (restricted or on-demand);
 - (ii) The size of the Connection to be provided;
 - (iii) The design of the Connection to be provided;
 - (iv) Any additional elements of the Connection or supply including water meters, pipes, valves, Backflow prevention devices and any other equipment deemed necessary by the Council; or
 - (v) Subdivision consent conditions;
- (g) The Council may approve or refuse the application and shall notify the applicant of the decision and give reasons for any refusal;
- (h) The Council's written approval to connect to a water supply shall expire after 12 months unless given effect to, or an extension of time is Approved;
- (i) New Connections shall only be installed by an Authorised Agent and will be at the applicant's expense; and
- (j) Upon installation of the new Connections, the applicant shall provide the Council with an installation certification from the Authorised Agent.

5.11 A Customer with a requirement for an uninterrupted Level of Service (flow, pressure, or quality) shall give notice to the Council of the requirement and shall provide the necessary storage, backup facilities, or equipment to provide for that requirement and the following will apply:

- (a) The Council will take all practicable steps to notify affected Persons of planned water shutdowns.
- (b) In the event where shutdowns last for more than eight hours, Council will notify the Drinking Water Assessors Unit at MidCentral District Health Board, of the reasons for the interruption as soon as practicable and in any event not later than 24 hours after

the commencement of the interruption in accordance with the provisions of the Health Act 1956.

- (c) The Council does not guarantee (even where notice is given under Clause 5.11(b) an uninterrupted supply of water level of service to any Property. The Council may also shut down the supply of water to any part of the District as and when required in order to maintain, repair, alter, or extend its water supply network. This may occur without notice where immediate action is required. The Council will not be liable for any loss, damage, or inconvenience that the Customer (or any Person using the supply) may sustain as a result of deficiencies in or interruptions to the Level of Service or supply of water.

5.12 The Level of Service, which the Council undertakes to supply water to its Customers, is:

- (a) Network supply pressure at the Property boundary of not less than 250kPa for On Demand Supply connections in urban areas, or 150kPa for restricted or Rural Supply connections;
- (b) Firefighting flows as defined in NZ Fire Service Fire Fighting Water Supplies Code of Practice SNZ 4509:2008: (i) Urban Water Supply Areas – FW2, (ii) For all other areas, as may be Approved under Clause 14.1.
- (c) The Council does not guarantee an uninterrupted supply of water or the provision of a fire protection supply at any particular flow or pressure to any Property.

5.13 Where a Customer has, or seeks to, alter the ground levels in the vicinity of the Connection, the Council shall first be advised and the existing Service Pipe and cover shall be altered to ensure the Connection complies with the Council's engineering requirements. Such work shall be carried out by an Authorised Agent at the Customer's expense.

5.14 Where a Customer supplies and installs a new or altered Supply Pipe up to the Point of Supply, the Customer shall contact the Council to arrange an inspection and obtain written approval of the completed works prior to covering the Supply Pipe.

6 Private Water Supplies

6.1 The Council may accept responsibility for ownership, management, operation and maintenance of privately owned water supply schemes on behalf of users, after completion of a development, provided that:

- (a) The scheme can be operated and maintained in a cost effective manner;
- (b) The scheme is designed and constructed to a standard acceptable to the Council;
- (c) The scheme can be demonstrated to be compliant with the conditions of any resource consent authorising the development; and
- (d) Any easements are provided, on terms satisfactory to the Council, that the Council considers necessary for the supply of water to the development and for reticulation of water within the development.

6.2 A water supply scheme shall only vest in the Council on terms and conditions agreed to in writing by the Council, which may include all or any of the following:

- (a) The standard of design and construction;
- (b) The standard of maintenance required prior to transfer of ownership;

- (c) The performance requirements that the scheme must meet; and
 - (d) The timing of the transfer of ownership, which will be dependent on all conditions imposed on any resource consent relating to the community water supply scheme having been complied with to the reasonable satisfaction of the Council.
- 6.3 The costs of the scheme management will be recovered from the Customer by way of a rating charge on each Property serviced.
- 6.4 The Council will advise developers and Owners of the likely annual operating costs of the water scheme per lot proposed to be serviced in the development, and may require an arrangement with the developer or the Owner to ensure that the prospective purchasers of lots in the development are made aware of the potential annual commitment for operational costs.

7 Point of Supply

Responsibility for Maintenance

- 7.1 The Council shall own and maintain the Service Pipe and Fittings up to the Point of Supply. The Customer shall own and maintain the Supply Pipe between the Point of Supply and the Customer's Property.
- 7.2 Except with prior Approval or as otherwise provided in Clause 7.3, no Person shall make any Connection to, damage, alter or otherwise directly or indirectly interfere with, any part of the Water Supply System.
- 7.3 The Customer may use the Service Valve to isolate the supply to the Customer's Property. The Council does not guarantee that any Council Service Valve will be operational at all times and in accordance with Section 175 of the Local Government Act 2002, any Customer who wilfully or negligently damages or interferes with the Service Valve shall be liable for any costs arising.

Location

- 7.4 For individual Customers the Point of Supply shall be located as shown in Figures 1 to 3 of Schedule 1 or as close as possible to where fences, walls, or other permanent structures make it difficult to locate it at the required position. Other positions shall require specific approval.
- 7.5 The typical layout at a Point of Supply is shown in Figures 4a to 4e of Schedule 1.

8 Access to Point of Supply

- 8.1 Where the Point of Supply is on private Property the Customer shall allow the Council access to the Point of Supply between 7.30am and 6.00pm, 7 days a week, including all statutory and public holidays for:
- (a) Meter reading without notice; or
 - (b) Checking, testing and maintenance work, with reasonable notice being given to the Owner and occupier (if any).
- 8.2 Outside these hours (such as for night time leak detection) the Council shall give reasonable notice to the Customer.

- 8.3 If, after giving reasonable notice, an Authorised Agent is prevented from accessing the Point of Supply at any of the above times and a return visit is required, a fee may be charged to the Customer in accordance with the Fees and Charges.
- 8.4 In accordance with section 173 of the Local Government Act 2002, where there is a sudden Emergency the Council may enter the Property without notice and the Customer shall allow the Council free access to, and about, the Point of Supply at any hour.
- 8.5 The Customer shall maintain the area in and around the Point of Supply, keeping it free of soil, growth, or other matter or obstruction, which prevents or is likely to prevent convenient access.
- 8.6 No Person other than the Council and its Authorised Agent shall access any part of the Water Supply System up to the Point of Supply, except to operate the Service Valve other than the Service Valve on the Property boundary.

9 Protection of Water Supply

- 9.1 No Person other than the Council and its Authorised Agent shall have access to any part of the Water Supply System unless with prior Approval.
- 9.2 Except as set out in Clause 11 (Fire Hydrants), no Person shall make any Connection or interfere with any part of the Water Supply System, unless with prior Approval.
- 9.3 The Customer shall take due care not to damage any part of the Water Supply System, including but not limited to pipework, valves, meters, Restrictors, Chambers, and Backflow prevention devices, and shall advise the Council immediately should any such damage occur.
- 9.4 The Customer shall maintain any pipe, tap, appliance, or Fitting used in relation to any water supply at any Property so that they do not cause water to be wasted. Where the Council is of the opinion that a pipe, tap, appliance, or Fitting is causing water to be wasted or is insufficient for the proper supply of water, the Council may serve on the Customer a Notice requiring the defect (as specified in the Notice) to be rectified within the time specified. The Customer shall comply with the Notice at the customer's expense.

10 Protection of Source Water

Open Catchments

- 10.1 In Open Catchment areas there shall generally be no restriction on activities other than those set out in the Regional or the District Plan and the National Environmental Standards.
- 10.2 Any Person planning to undertake any activity in the catchment area of a Council Water Supply likely to have an adverse effect on water quality shall notify the Council in writing at least four weeks prior to the activity being undertaken.

Spillages and adverse events

- 10.3 In the event of a spillage, or any event, which may contaminate or otherwise affect the water quality of the water supply, any Person who causes, contributes to, or is otherwise responsible for the spillage or event (including a principal who is responsible for the acts of its employees and agents) shall advise the Council immediately.
- 10.4 Advising the Council as required by Clause 10.3 does not void any notification requirements to any other authorities.

11 Fire Hydrants

- 11.1 No Person shall gain access to, and draw water from any fire hydrants for the purposes of firefighting except for the attending FENZ Personnel.
- 11.2 No Person shall access or draw water from fire hydrants other than FENZ Personnel except for:
- (a) The Council and its Authorised Agent;
 - (b) Permit holders Approved to draw water from fire hydrants.
- 11.3 Without prejudice to other remedies available and pursuant to Section 164 of the Local Government Act 2002, the Council may seize and impound any Property or assets of any Person that is directly or indirectly involved in the breach of this Bylaw. The Council may also assess and recover the value of water drawn without approval and any other associated costs.
- 11.4 Privately owned fire hydrants shall be maintained by the Customer at their own expense.
- 11.5 In the event that any privately owned fire hydrant needs to be repaired or upgraded, any costs of doing any such repair or upgrade will be met by the Customer.

12 Working Around Buried Services

- 12.1 No Person shall excavate without first reviewing the Council's records ('as-builts') of the location of its Buried Services (up to the Point of Supply). The Council may charge a fee for the provision of this information. The Council does not guarantee accuracy or completeness of any such information. The Persons proposing to carry out the excavation work shall conduct all necessary site checks to ensure Buried Services are not damaged or affected.
- 12.2 Any excavation within the road reserve is subject to the Permit process of the appropriate Roding Authority and, for the avoidance of doubt, to obtaining any other applicable regulatory approvals.
- 12.3 Any Person proposing to excavate in the vicinity of the Council's Buried Services shall give the Council notice of such excavations at least 5 days prior to commencing.
- 12.4 Where appropriate the Council may mark out to within ± 0.5 m on the ground the location of its Buried Services and nominate in writing any restrictions on the work it considers necessary to protect its Buried Services. The Council may charge a fee for this service.
- 12.5 When excavating and working around Buried Services due care shall be taken by the Person carrying out the excavation to ensure the services are not damaged, and that bedding and backfill are reinstated in accordance with any specification given by the Council.
- 12.6 Any damage, which occurs to any component of the Council's water supply network, shall be reported to the Council immediately.
- 12.7 Pursuant to Section 175 of the Local Government Act 2002, any Person who wilfully or negligently destroys, damages, stops, obstructs or otherwise interferes with the water supply network shall be liable for costs arising.

13 Backflow Prevention

- 13.1 The Customer shall take all necessary measures to prevent water, which has been drawn from the Council's Water Supply on the Customer's side of the Point of Supply from returning to that supply. "All necessary measures" shall mean:
- (a) Backflow prevention either by providing an adequate air gap, or by the use of an appropriate Backflow Prevention Device; and
 - (b) Provision for the exclusion of any direct cross-connection between the Council's Potable Water supply and
 - (i) Any other water supply (potable or non-potable);
 - (ii) Any other water source;
 - (iii) Any Storage Tank;
 - (iv) Any other pipe, fixture or equipment containing chemicals, liquids, gases, or other non-potable substances;
 - (v) The installation of Backflow Prevention Devices where required; and
 - (vi) The installation of fire protection systems that include appropriate Backflow prevention measures where required, for example 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 the Council's normal minimum operating pressure.
- 13.2 Where a Customer fails to take all necessary measures as required by 13.1 and fails to comply with a Notice requiring him/her to do so, the Council may undertake the required works and fit a Backflow Prevention Device on the Council's side of the Point of Supply where a Customer cannot demonstrate that the risk of Backflow is adequately managed. In accordance with Section 186 of the Local Government Act 2002, the Council may recover its costs as a debt from the Customer.
- 13.3 Any Backflow Prevention Device installed beyond the boundary of the Property will be owned and maintained by the Council.
- 13.4 Separation distances between the Water Supply Network and other services including buried wastewater pipelines shall comply with the standards as set in relevant codes and standards listed in Clause 2.3(b). This is to reduce the possibility of contamination being drawn into the Water Supply System, particularly when the Water Supply System is subjected to low pressures or vacuums.

14 Fire Protection Connections

- 14.1 No Person shall install a new Connection for fire protection unless Approved to do so. Any such Connection shall be installed by Council's Authorised Agent at the applicant's expense and shall be subject to any terms and conditions specified by the Council. All fire connections shall have a Council Approved Detector Check Valve fitted at the Owner's expense.
- 14.2 The Council does not guarantee provision of a fire protection water supply at any particular flow or pressure.
- 14.3 It shall be the Customer's responsibility to ascertain in discussion with the Council whether the water supply available is adequate for the Customer's intended purpose.

- 14.4 The Customer shall monitor whether the water supply available remains adequate for the Customer's intended purpose.
- 14.5 Any Person designing fire protection shall consider Council's Levels of Service.
- 14.6 A Customer with a fire sprinkler system on their properties shall prevent water being drawn from the system for any purpose other than fire control and shall construct, install and maintain the system in good order, and for its intended purpose.
- 14.7 Where the supply of water to any Property is metered the Council may, upon receipt of a written request from a Customer, approve the supply of water for fire control purposes to be made in a manner which bypasses the Meter, provided that:
- (a) The drawing of water is possible only in connection with the sounding of an automatic fire alarm or the automatic notification of the local FENZ Personnel; or
 - (b) A Council Approved Detector Check Valve has been fitted on the Meter bypass;
 - (c) Such a Connection shall not be used for any purpose other than for fire control or for testing the fire protection system.
- 14.8 Where a Connection has been installed or located for fire protection but it is likely or possible that water may be drawn from it for purposes other than fire control, the Council may require the supply to be metered.
- 14.9 No Person shall test fire protection systems in a manner that requires a draw off water without prior Approval.
- 14.10 Where the supply of water to any Property is metered, fire hose reels shall be connected only to the metered supply and not to the fire protection system. The water supply to fire hose reels shall comply with the requirements of NZS 4503:2005 (Hand operating firefighting equipment).
- 14.11 The Council will not charge for water used for the purpose of fire control. Where the fire protection Connection is metered and water has been used for fire control purposes, the Council may estimate the quantity of water so used and credit to the customer's account an amount based on that estimate.
- 14.12 No Person shall connect the fire hose reels on any Property to the fire protection system.

15 Water Metering

- 15.1 All water connections to Extraordinary Users shall be metered and the Council will charge for water usage on a volumetric basis.
- 15.2 In communities where universal metering has been installed (only Foxton Beach at the time of commencement of this Bylaw), both ordinary and extraordinary use of water shall normally be metered and levied as targeted rates, as prescribed in Sections 9 and 15 to 19 of the Local Government (Rating) Act 2002.
- 15.3 In communities where universal metering has not been installed, an ordinary use of water shall not normally be metered (subject to the Council reserving the right to fit a Meter and charge where it considers water use is excessive, or for a Meter to be fitted at the customer's request) and the cost of such use shall be as prescribed in Sections 9 and 15 to 19 of the Local Government (Rating) Act 2002.

- 15.4 The Council may fit a Meter to any Connection on any Property at any time for the purposes of determining water consumption.
- 15.5 Meters and Restrictors shall be located in a position where they are readily accessible for reading and maintenance and, if practicable, immediately on the Customer side of the Point of Supply.
- 15.6 Replacement Meters for on demand supplies, and replacement Restrictors for restricted flow supplies, shall be supplied, installed and maintained by the Council and shall remain the Property of the Council.
- 15.7 All new lots formed as a result of a subdivision that lie within an Urban Water Supply Area shall have a Meter fitted to the Service Pipe.
- 15.8 The Council may recover all unpaid water charges from any premises as prescribed in Sections 57 to 90 of the Local Government (Rating) Act 2002.

Meter Accuracy

- 15.9 All Meters installed shall be accurate to OIML R49-1 for the purposes of volumetric charging.
- 15.10 The Council may test meters as and when required or as prescribed in OIML R49-1 (Refer referenced documents). The maximum permissible error for the upper flow rate zone ($Q_2 < Q < Q_4$) is $\pm 2\%$, for temperatures from 0.1°C to 30°C and the maximum permissible error for the lower flow rate zone ($Q_1 < Q < Q_2$) is $\pm 5\%$. This accuracy shall be applied to all Meters with $Q_3 < 100\text{m}^3/\text{h}$ and may be applied to Meters with values of $Q_3 > 100\text{m}^3/\text{h}$. The flow Restrictors shall be accurate to within $\pm 10\%$ of their rated capacity.
Where Q is the flow rate:
Q1 is the minimum flow rate;
Q2 is the transitional flow rate;
Q3 is the permanent flow rate; and
Q4 is the overload flow rate as defined in OIML R49-1.
- 15.11 Any Customer who disputes the accuracy of a Meter would first be encouraged to carry out a self-assessment, the details of which can be requested from Council. The Customer may then apply to the Council for the Meter to be tested provided that the testing is not requested within three months of the last test. If the test shows the Meter is non-compliant with the accuracy range described in Clause 15.10, the Customer shall not be charged for the test. If the test shows the Meter is in compliance with the accuracy range described in Clause 15.10, the Customer shall pay a fee in accordance with the Council's current Fees and Charges.
- 15.12 Meters shall be tested as prescribed in OIML R49-2 and the test report shall be made available as prescribed in OIML R49-3.
- 15.13 If any Meter, after being tested, is found to register a greater or lesser consumption than the quantity of water actually passed through such a Meter, the Council shall make an adjustment in accordance with the results shown by such tests, backdated for a period at the discretion of the Council but not exceeding 12 months, and the Customer shall pay a greater or lesser amount according to the adjustment.

- 15.14 Where a Meter is under-reading by more than 20% or has stopped, the Council reserves the right to charge for the amount of water assessed as having been used over the past billing period, taking into account any seasonal variations in demand.
- 15.15 Where a Meter is over-reading, the Council shall make appropriate adjustments to the customer's invoice(s), based on a period of similar use and backdated to when it is agreed the over-reading is likely to have occurred.

Estimating consumption

- 15.16 Where a 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 may estimate the consumption for the period since the previous reading of the water meter (based on the average of the previous four meter readings in respect of the Property) and the Customer may be required to pay according to such as estimate
- 15.17 Where by reason of a large variation of consumption due to seasonal or other causes, the average of the previous four Meter readings would be an unreasonable estimate of the consumption, or where there have not been four previous Meter readings in respect of that Property, the Council may take into consideration other evidence for the purpose of arriving at a reasonable estimate, and the Customer may be required to pay according to such an estimate.
- 15.18 If a Meter indicates a significant increase in consumption to a Property, which is established as being caused by a previously unknown leak, the Council may either estimate consumption as provided in Clauses 15.16 and 15.17, provided that the Customer repairs the leak as soon as practicable and with due diligence, otherwise the Customer shall be liable for the cost of water which passes through the water meter regardless of whether this is used or is the result of leakage.

Incorrect accounts

- 15.19 Where a situation occurs, other than as provided for in Clauses 15.9 to 15.19, where the recorded consumption does not accurately represent the actual consumption on a Property, the account shall be adjusted using the best information available to the Council. Such situations may include, but are not limited to, misreading of the Meter, errors in data processing, meters assigned to the wrong account and unauthorised supplies.
- 15.20 Where an adjustment is required under Clause 15.19, whether in favour of the Council or the Customer, such adjustment shall not be backdated more than 12 months from the date the error occurred.

16 Restricted Connections

- 16.1 Green-Belt Residential Areas shall receive only a Restricted Supply, where a reticulated supply exists.
- 16.2 Rural Areas that are connected to a Council Water Supply at the commencement of this Bylaw shall receive only a Restricted Supply, where a reticulated supply exists.
- 16.3 All properties with a Restricted Supply shall receive a maximum of one Unit of Water/day.
- 16.4 At any time, the Council may install (on a temporary or permanent basis) a Restrictor on any on-demand Connection within the Restricted Supply area.

- 16.5 Where the Council requires the permanent installation of a Restrictor on a previously on-demand Connection, the Owner or Customer shall meet all reasonable costs of providing for the restricted Connection including provision of an on-site Storage Tank, to be owned and maintained by the Customer.

17 Procedure for Testing a Restrictor

- 17.1 Restrictors should be accurate to within $\pm 10\%$ of their rated capacity. Any Customer who disputes the accuracy of a Restrictor may request that the Council test it, provided that no such request can be made within three months of the last test.
- 17.2 An initial test shall be carried out by the Council or its Authorised Agent at the Point of Supply to determine the accuracy of the Restrictor. Results will be provided to the Customer on request.

18 Demand Management

- 18.1 The Council may issue water restrictions at any time and for any specified purpose on use of Potable Water from any Council Water Supply if the Council considers that the supply capacity is limited.
- 18.2 During an Emergency, the Council may restrict or prohibit the use of Council Water Supply for any specified purpose, for any specified period and for any or all of its Customers.
- 18.3 No Person shall contravene any restrictions issued by the Council under 18.1 and/or 18.2.
- 18.4 The Council will give Notice of any restrictions issued under 18.1 and 18.2 and, despite the restrictions, will take all practicable steps to ensure that an adequate supply for domestic purposes is provided to each Point of Supply.
- 18.5 Council Water Supply shall not be used as an energy source. No Customer shall use Council Supply Water or water pressure directly from the Council Water Supply for driving lifts, machinery, generators, condensers or any other similar device, unless specifically Approved.
- 18.6 No Customer shall use Council Supply Water for a single pass cooling system or to dilute trade waste prior to disposal, unless specifically Approved.
- 18.7 An industrial plant shall not use water from the Council Water Supply for cooling purposes, unless specifically Approved.
- 18.8 No Customer shall allow Council Supply Water to run to waste from any pipe, tap, hose, sprinkler, or other device or Fitting, nor allow the condition of the plumbing within the Property to deteriorate to the point where leakage or waste occurs.
- 18.9 Under Section 192 of the Local Government Act 2002 no Person may waste water supplied by the Council or allow it to be wasted, and under Section 224 it is an offence to contravene Section 192 and to continue to do so after receiving a written warning from the Council. A Person convicted of this offence is liable to a fine not exceeding \$5,000 (Section 242 of the Local Government Act 2002 refers).

19 Plumbing System

- 19.1 No Person shall use quick closing valves, pumps or any other equipment that may cause pressure surges or fluctuations to be transmitted within the Water Supply System, or

compromise the ability of the Council to maintain its Level of Service, without prior Approval.

- 19.2 In accordance with the Building Regulations 1992 any plumbing system shall be compatible with the Council Water Supply.

20 Transfer of Rights and Responsibilities

- 20.1 No Customer shall transfer to any other party the Customer's rights and responsibilities set out in this Bylaw.

21 Change of Ownership

- 21.1 In the event of a Property changing ownership, the Council shall record the new Owner as being the Customer at that Property. Where a Property is metered the outgoing Customer shall give the Council at least five working days' notice to arrange a final Meter reading.
- 21.2 Where the Property is not metered, a water meter will be installed at the cost of new Customer.

22 Offences and Breaches

- 22.1 Every Person breaches this Bylaw and commits an offence who:
- (a) Does anything, or Permits anything to be done that is contrary to this Bylaw; or
 - (b) Fails to do or perform any act, or thing, that is required by this Bylaw, within the time and in the manner required, or
 - (c) Commits any other breaches of the terms and conditions of this Bylaw; or
 - (d) Fails to comply with any condition of any authorisation granted by the Council under this Bylaw;
 - (e) Fails to comply with any Notice issued under this Bylaw; or
 - (f) Obstructs or hinders any Council Officer or other Council appointed Person in performing any duty or in exercising any power under this Bylaw; or
 - (g) Alters a Connection or any Restrictor, or drawing from a Connection or Restrictor that has been tampered with; or
 - (h) Provides incorrect information in an application for supply that affects the Council's assessment of that application or the conditions imposed.
- 22.2 In addition to the above offences, every person commits an offence under the Local Government Act 2002 who:
- (a) Under Sections 192 and 224 wastes water or allows it to be wasted after receiving a written warning from the Council;
 - (b) Under Section 227(a) alters the index of, or in any other manner tamper with, a Meter;
 - (c) Under Section 227(b) alters the position of a Meters; and
 - (d) Under Section 229 prevents a Council enforcement officer from carrying out their functions or duties or to obstruct or impede a Person from exercising or attempting to exercise a power of entry conferred by that Act or refuses to give information to an enforcement officer of the Council or knowingly misstates information.

23 Notices

- 23.1 The Council may serve on any Person in breach of this Bylaw a Notice requiring compliance with this Bylaw within a stated period. Any Person served with such a Notice shall comply with the requirements of the Notice within the stated time, unless granted an extension of time by the Council.
- 23.2 In accordance with Section 194 of the Local Government Act 2002 and if after the time specified in the notice in Clause 23.1 the Customer has not complied with the Notice's requirements, the Council may, in addition to any other powers and remedies, execute the required works and/or restrict the flow rate of water to the Customer without notice.
- 23.3 The Council shall take reasonable steps to ensure any restricted flow will of Council Water Supply under Clause 23.2 will not cause undue hardship before restricting flows and shall not create unsanitary conditions in, or associated with, any Property.
- 23.4 The Council shall ensure that, notwithstanding any restricted flow of Council Water Supply under Clause 23.2, an adequate supply of Potable Water is supplied to the Customer's Point of Supply, being a minimum of 50 litres per Person per day where showers are available or 90 litres per Person per day where bath only is available.
- 23.5 If the Council restricts the flow rate, the full Level of Service shall be re-established only after payment of the applicable fee and compliance with the Notice by the Customer to the satisfaction of the Council.
- 23.6 Subject to Sections 69S and 69T of the Health Act 1956, if the breach by the Customer is such that the Council is required to disconnect the supply for health and safety considerations, such disconnection will be carried out without notice.

24 Service of Notices and Documents

- 24.1 Except as otherwise expressly provided for in any Act, where any notice, order or other document is required to be served on any Person or Property for the purposes of this Bylaw, the Council may serve notice by:
- (a) By delivering it personally to the Person; or
 - (b) By delivering it at the usual or last known place of residence or business of the Person; or
 - (c) By sending it by pre-paid post addressed to the Person at the usual or last known place of residence or business of the Person; or
 - (d) By posting it to the Post Office box address that the Person has specified as an address for service; or
 - (e) By leaving it at a document exchange for direction to the document exchange box number that the Person has specified as an address for service; or
 - (f) By sending it to the fax number that the Person has specified as an address for service; or
 - (g) By sending it by email to the email address, which has been specified by the Person on an address for service.
- 24.2 Where a notice or other document is to be served on a body (whether incorporated or not) for the purposes of this Bylaw, service on an officer of the body, or on the registered office of the body, in accordance with 24.1 shall be deemed to be service on the body.

- 24.3 Where a notice or other document is to be served on a partnership for the purposes of this Bylaw, service on any one of the partners in accordance with Clause 24.1 shall be deemed to be serviced on the partnership.
- 24.4 Where a notice or other document is sent by post to a Person it shall be deemed, in the absence of proof to the contrary, to be received by the Person at the time at which the letter would have been delivered in the ordinary course of the post.

25 Enforcement & Penalties

- 25.1 Under the Local Government Act 2002, the Council has powers to enter Property in certain circumstances. These powers include, but are not limited to:
- (a) The general power to enter Property under Section 171;
 - (b) The power under Section 172(1) to enter land for the purpose of detecting a breach of a bylaw, having given, if practicable, reasonable notice;
 - (c) The power under Section 172(3) to enter a dwelling house for the purpose of detecting a breach of a bylaw, subject to a warrant being granted under the Search and Surveillance Act 2012;
 - (d) The power under Section 173 to enter Property without giving prior notice in cases of sudden Emergency or there is danger to any works or adjoining property;
 - (e) The power under Section 181 to enter land, having given reasonable notice, to inspect alter, renew, repair, or clean any work constructed under that section of the Act or under the corresponding provision of a former Act;
 - (f) The power under Section 182 to enter any land or building (but not a dwelling house) for the purpose of ascertaining whether the Council Water Supply is being wasted or misused, or any drainage works are being misused, or any appliance of equipment associated with a Council utility service is in a condition that makes it dangerous to life or property, having given reasonable notice;
- 25.2 In the event of a breach of this Bylaw, the Council may issue a Notice under Clause 23 and has all the powers available to it under the Local Government Act 2002 and any other applicable statute or regulation. Those powers include, but are not limited to:
- (a) The power under Section 162 to apply for an injunction restraining a Person from committing a breach of this Bylaw or an offence;
 - (b) The power under Section 163 to remove or alter works in breach of this Bylaw and recover the costs of removal or alteration from the person who committed the breach;
 - (c) The powers under Sections 164, 165, and 168 to seize and impound property and to then dispose of that property;
 - (d) The power under Section 176 to recover the costs of remedying damage arising from a breach of this Bylaw;
 - (e) The power under Section 186 to execute works if the Owner or occupier fails to do so; and
 - (f) The powers under Section 239 and 242 to prosecute for the offence of breaching this Bylaw.
- 25.3 Under Section 193 of the Local Government Act 2002 the Council may also restrict the water supply to a Property or building in a manner it thinks fit, including where a Person fails to comply with this Bylaw or obstructs a Council Enforcement Officer from entering a Property or building to check whether water is being wasted or misused.

- 25.4 Any Person who commits a breach of this Bylaw or fails to comply with the requirements of this Bylaw, or a Notice issued under this Bylaw, commits an offence and shall be liable on summary conviction to the penalty set out in Section 242(4) of the Local Government Act 2002, being a fine not exceeding \$20,000.

26 Fees

- 26.1 The Council may in accordance with Section 150 of the Local Government Act 2002 prescribe fees or charges in respect of any matter provided for under this Bylaw, including for any certificate, Approval, Permit or consent form or inspection made by the Council under this Bylaw.
- 26.2 The Customer shall be liable to pay for the water and related services as provided in accordance with this the Bylaw, any applicable Acts or Regulations and in accordance with Council's Fees and Charges prevailing at the time.
- 26.3 A development contribution levied under the Local Government Act 2002 may also be payable for new connections as specified in the Council's "Development Contributions Policy". A financial contribution may be payable as determined in accordance with the Resource Management Act 1991.

27 Payment

- 27.1 The Customer shall be liable to pay for the supply of water and related services in accordance with the Council's Fees and Charges prevailing at the time and the Local Government Act 2002 and the Local Government (Rating) Act 2002.
- 27.2 The Council may recover all unpaid water charges as prescribed in Sections 57 to 83 of the Local Government (Rating) Act 2002.

28 Dispensing of Powers

- 28.1 The Council may waive full compliance with any provision of this Bylaw where the Council is of the opinion that full compliance would needlessly cause significant harm, loss or inconvenience to any Person or business without any corresponding benefit to the community. The Council may in its absolute discretion impose any terms and conditions of any such waiver.

29 Review of Bylaw

- 29.1 This Bylaw shall be reviewed within 5 years from date of adoption of this Bylaw by Council.
- 29.2 This Bylaw can be reviewed at any other time before the date at the discretion of the Council.

30 Commencement Date

- 30.1 This Bylaw comes into force on the day at which the Horowhenua District Council in its meeting confirmed the making of this Bylaw by public resolution.

Attestation

SCHEDULE 1: Points of Supply and Typical Layouts

Figure 1: With street frontage

(Note – Point of Supply is tail piece of boundary box, Meter, or Service Valve regardless of Property boundary).

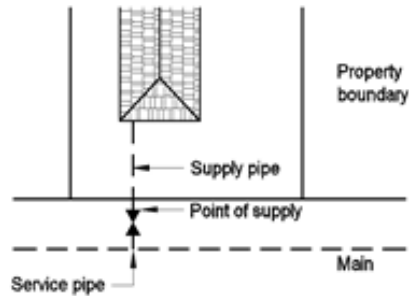


Figure 1a: Service for single Property

Figure 2: Rear lots on right-of-way

(Note – Point of Supply is tail piece of boundary box, Meter, or Service Valve regardless of Property boundary).

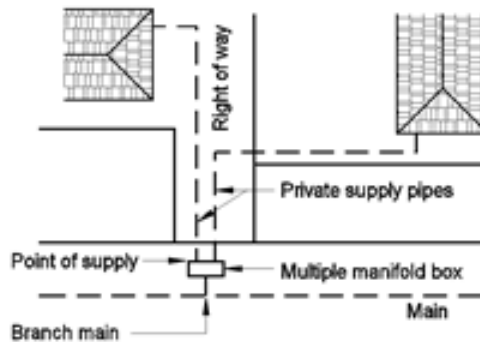


Figure 2a: Referred solution for lots on right-of-way

Infill Development

Cross Boundary Water Connections

The water connection of a property shall not be provided through another property. Any exception to this prohibition is solely at the Council's discretion.

Where an exception is granted by the Council, easements must be registered over the water connections in favour of the property it serves.

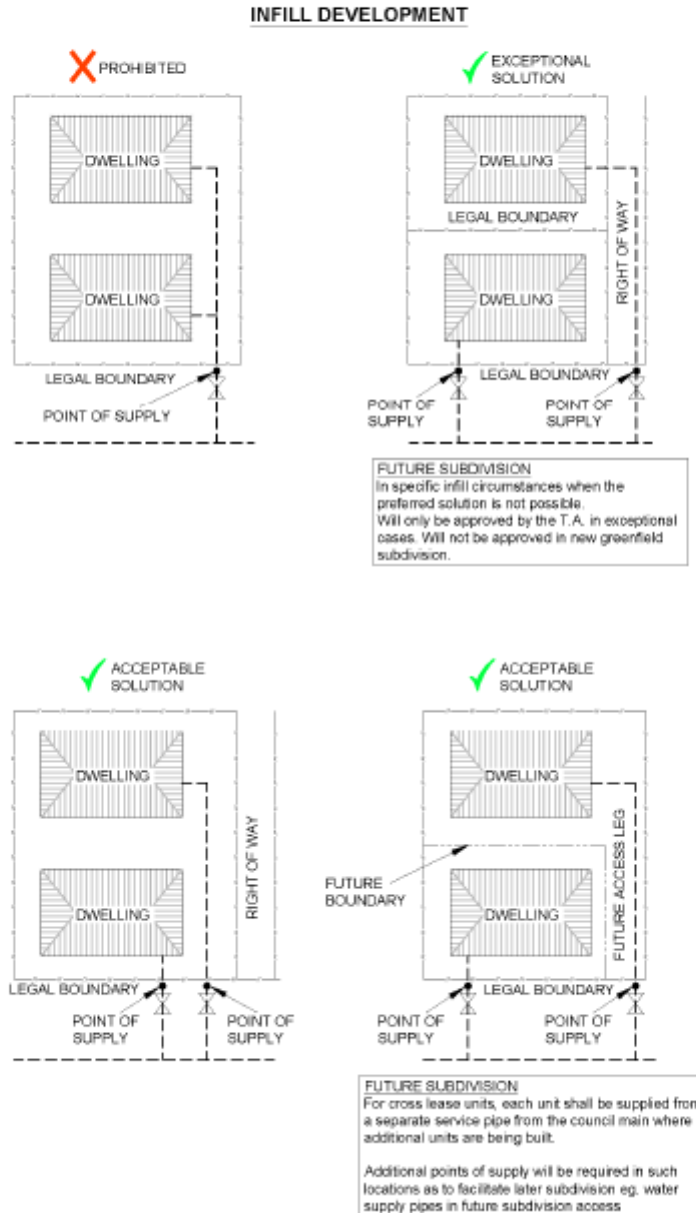


Figure 2b: Infill Development

Figure 3: Industrial, commercial, domestic fire and service connections (including schools)

(Note – Point of Supply is tail piece of boundary box, Meter, or Service Valve regardless of Property boundary).

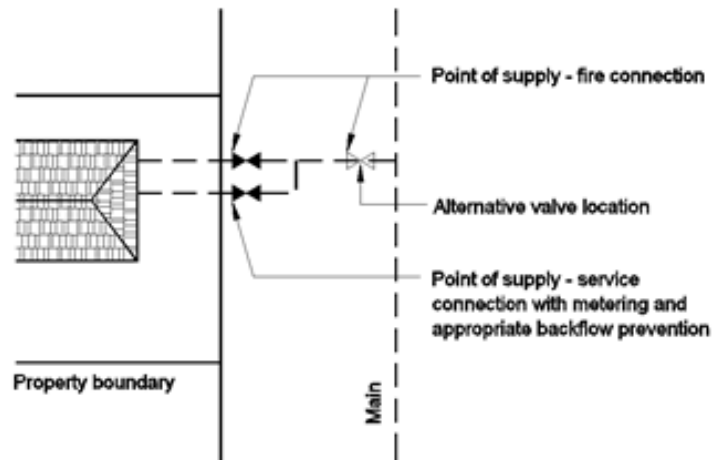


Figure 3a: Combined fire and service Connection

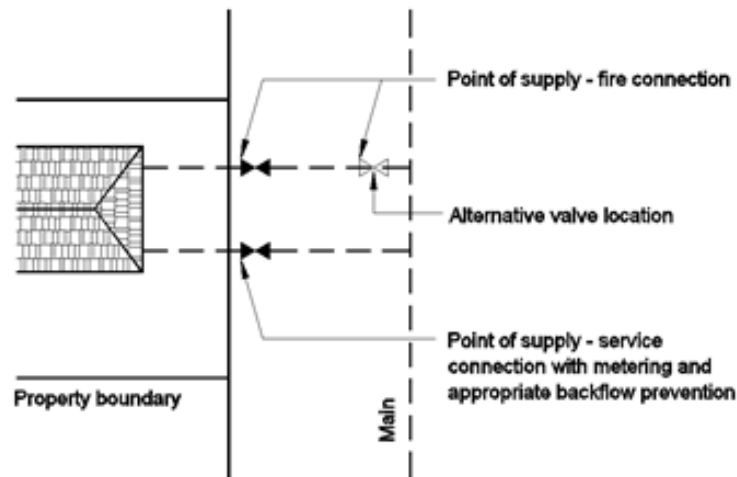


Figure 3b: Separate fire and service Connection

Figure 4: Typical layouts at point of supply

- (Notes: 1. Point of Supply is tail piece of boundary box, Meter, or Service Valve regardless of Property boundary.
2. The New Zealand Building Code may require the Customer to install additional Backflow Prevention Devices within the site, which will remain the responsibility of the Customer.)*

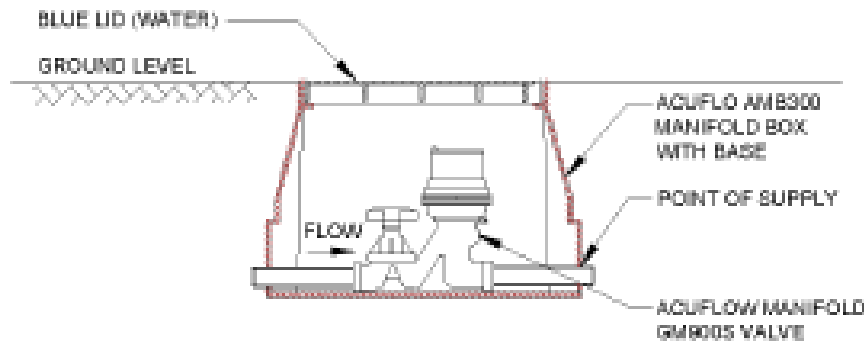


Figure 4a: Typical boundary box detail

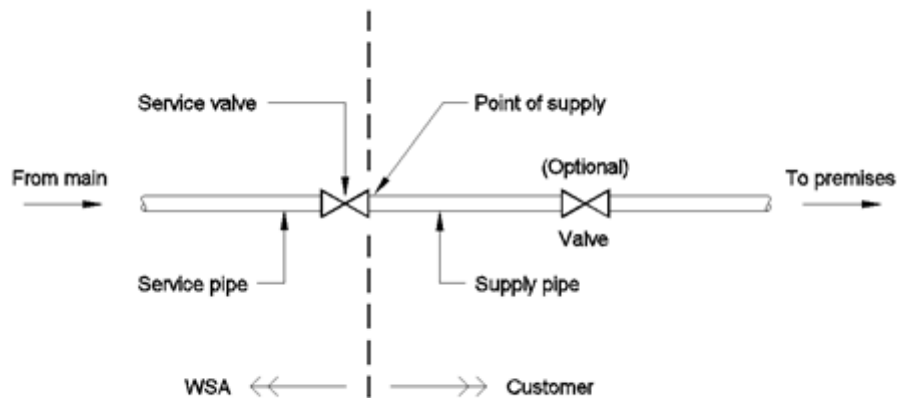


Figure 4b: Domestic unmetered supply

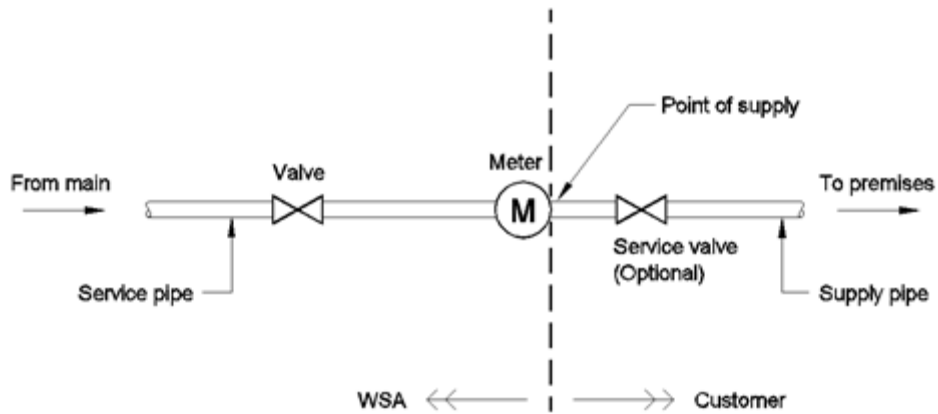


Figure 4c: Domestic metered supply

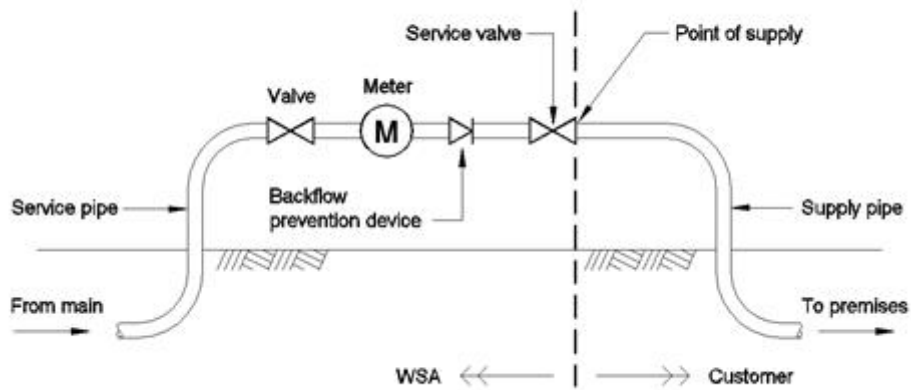


Figure 4d: Metered supply with Backflow Prevention Device owned by WSA

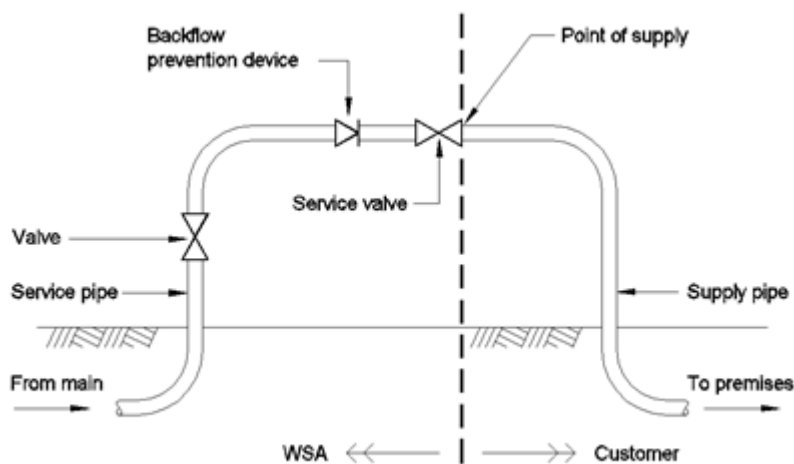


Figure 4e: Unmetered supply with Backflow Prevention Device owned by WSA

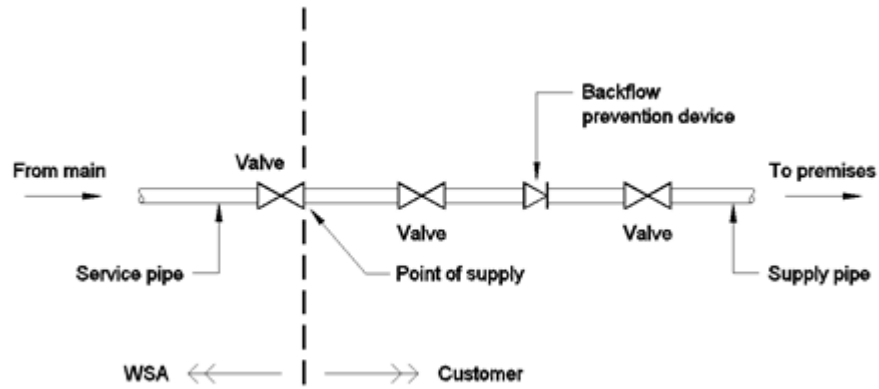


Figure 4f: *Unmetered supply with Backflow Prevention Device owned by Customer*

Proceedings of the Finance, Audit & Risk Committee 25 November 2020

File No.: 20/553

1. Purpose

To present to the Council the minutes of the Finance, Audit & Risk Committee meeting held on 25 November 2020.

2. Recommendation

- 2.1 That Report 20/553 Proceedings of the Finance, Audit & Risk Committee 25 November 2020 be received.
- 2.2 That the Council receives the minutes of the Finance, Audit & Risk Committee meeting held on 25 November 2020.

3. Issues for Consideration

The following items considered by the Finance, Audit & Risk Committee meeting held on 25 November 2020 will require further consideration by the Horowhenua District Council and will be included on a future Council agenda:

There are no items that require further consideration.

Attachments



There are no attachments for this report.

Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	Doug Law Chief Financial Officer	
Approved by	Nicki Brady Deputy Chief Executive	

Finance, Audit & Risk Committee

OPEN MINUTES

Minutes of a meeting of the Finance, Audit & Risk Committee held in the Council Chambers, Horowhenua District Council, Levin, on Wednesday 25 November 2020 at 4.00 pm.

PRESENT

Chairperson	Mr P Jones
Deputy Chairperson	Mrs C B Mitchell
Members	Mr D A Allan
	Mr W E R Bishop
	Mr T N Isaacs
	Mr B J Jackson
	Mr S J R Jennings
	Mr R R Ketu
	Mrs J F G Mason
	HWTM B P Wanden

IN ATTENDANCE

Reporting Officer	Mr D Law	(Chief Financial Officer)
	Mr D M Clapperton	(Chief Executive)
	Mrs N Brady	(Deputy Chief Executive)
	Mr K Peel	(Group Manager – Infrastructure Operations)
	Mr D McCorkindale	(Group Manager – Customer & Strategy)
	Mrs L Slade	(Group Manager – People & Culture)
	Mr B Harvey	(Community Facilities & Events Manager)
	Mr D Haigh	(Principle Projects Manager)
	Mr J Paulin	(Finance Manager)
	Ms M Leyland	(Consents Manager)
	Mrs V Miller	(Compliance Manager)
	Mrs K J Corkill	(Meeting Secretary)

PUBLIC IN ATTENDANCE

There was one member of the public in attendance at the commencement of the meeting.

1 Apologies

Apologies were recorded for Councillors Brannigan, Tukapua and Kaye-Simmons.

MOVED by Cr Wanden, seconded Cr Jennings:

THAT the apologies from Councillors Brannigan, Tukapua and Kaye-Simmons be accepted.

CARRIED

2 Public Participation

7.3 Infrastructure Operations – Activity Update

3.1.4 Foxton Beach Stormwater Consent

Chair of the Manawatū Estuary Trust, Mr Kelvin Lane, identified areas of concern in the update particularly in terms of the Linklater Avenue discharge point and the effect higher levels of EColi and Zinc could have on the Estuary. He also noted that the Estuary Trust had requested to be part of the Monitoring Group, but that had not occurred and notification of today's meeting had been brought to his attention via telephone; not as an interested party. He stressed there was a lot to lose and a lot to learn, particularly with the large built up area around the Estuary.

In response to Mr Lane's comments, Mr Clapperton said he would ensure the consultant was aware of the issues Mr Lane had raised this evening and request that the Estuary Trust be included in any further engagement.

3 Late Items

There were no late items.

4 Declarations of Interest

7.3 Infrastructure Operations – Activity Update

3.1.2 Tokomaru Wastewater Discharge Consent

Cr Ketu

5 Confirmation of Minutes

MOVED by Mr Jackson, seconded Cr Isaacs:

THAT the minutes of the meeting of the Finance, Audit & Risk Committee held on Wednesday, 28 October 2020, be confirmed as a true and correct record.

CARRIED

6. Announcements

There were no announcements.

7 Reports

7.1 **Community Facilities - Activity Update**

Purpose

To provide the Finance, Audit and Risk (FAR) Committee with an update on the projects and activities being undertaken within Community Facilities which form part of the Communities, Partnerships and Business Group.

Requesting the report be taken as read, Mrs Brady highlighted the issue of the Library Book budget and the previously reported concern about the affect COVID-19 would have on that budget going forward. That was now starting to be evident and it would continue to be monitored and reported on going forward. Responding to a query, she did confirm that it could have an impact on the Annual Plan agreed levels of service, but they were working to mitigate that, particularly in terms of other options such as eBooks and enhanced communication with the Council and the community.

MOVED by Cr Isaacs, seconded Cr Allan:

THAT Report 20/514 Community Facilities - Activity Update be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

7.2 Infrastructure Development - Activity Update

Purpose

To provide the Finance, Audit and Risk (FAR) Committee with an update on the projects being undertaken by the Infrastructure Development Group.

Mr Haigh and Mr Peel joined the table to speak to the report and respond to any queries.

3.1 Foxton River Loop Regeneration – Stage One

- a video was shown which covered the discovery on site of an extremely rare golden-coloured eel. Local iwi would be consulted as to whether they were aware of this phenomenon.
- there was a change in the KRA traffic lights from all green, to a yellow for Zero Harm, with there having been an incident when a telephone cable mounted between two poles was hooked during the removal of a tree. Repairs were arranged immediately.
- in terms of the financials, all credit to the Alliance Team on site. The work had been finished a month ahead of schedule and under budget. The project team were now looking at elements of Stage Two.
- representatives of the PDU had been on site and had been very impressed not only with the progress, but how the dollars had been spent.
- the key focus now was to complete the earthworks, get the car parks in place and have the grass sown, for a February opening.
- in terms of iwi engagement, there were representatives from local iwi assisting with cultural monitoring and they had also been involved in weekly design team meetings. Engagement had yet to be undertaken with the Matarapa Governance Group but that would be an action going forward.

MOVED by Cr Allan, seconded Mr Jones:

THAT Report 20/496 Infrastructure Development - Activity Update be received.

THAT these matters or decisions are recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

7.3 Infrastructure Operations - Activity Update

Purpose

To provide the Finance, Audit and Risk (FAR) Committee with an update on the projects being undertaken by the Infrastructure Operations Group.

Mr Peel reported that unfortunately the preferred person for the Alliance Manager's role had withdrawn from the process so they had gone out to the market again.

Noting the graph at the bottom of page 35, Mr Clapperton advised that the four final bars were superfluous and should be disregarded.

MOVED by Mr Jackson, seconded Cr Mitchell:

THAT Report 20/515 Infrastructure Operations - Activity Update be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

7.4 Customer and Strategy - Activity Update

Purpose

To provide the Finance, Audit and Risk (FAR) Committee with an update on the projects and activities being undertaken within the Customer and Strategy portfolio of Council.

Ms Leyland and Mrs Miller spoke to the report and responded to queries, with Ms Leyland providing some more context to the information provided with regard to building and land use consents, particularly in terms of the impact COVID-19 had had on the level of activity.

Mrs Miller pointed out an error in the heading of the first graph on page 43, which should read 'Parking Infringements *Number of Tickets Issued*' not 'value of tickets'. Also, since, 11 October, Parking Officers had recommenced issuing tickets for no Warrant of Fitness and no Registration, which should see an increase in income from that source.

Responding to queries, Ms Leyland commented:

- in terms of the support provided to PNCC and whether that was reciprocal, there was a Council cluster which did meet and from time to time service level agreements were put in place which were generally on-going. Compliance had also provided assistance to other Councils and, if needed, HDC would receive support from other Council(s).
- there were a number of reasons, such as the level of activity versus capacity, why some division consents were not processed within statutory timeframes.
- tracking the conversion of enquiries into consents applied for to indicate future workload was not something that was currently done, but it could be set up.
- activity over the past few years did indicate that consents would continue to increase and because of the high level of activity, people were looking at what they could do with their properties, but that was difficult to quantify.
- with regard to resourcing and recruitment, more graduates were staying in the country and there were more people coming back from overseas, so she was confident that recruitment would be easier going forward. Also there were contractors on standby that could be called on if required.
- to provide further information with regard to current and future consenting activity, they would look at identifying some trends in the growth dashboard. They could also potentially look at providing some information on how many vacant lots there were, though that would not take suitability into consideration.

MOVED by Cr Bishop, seconded Mr Jackson:

THAT Report 20/465 Customer and Strategy - Activity Update be received.

THAT this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.

CARRIED

7.5 Four Month Report 1 July 2020 - 31 October 2020

Purpose

To present to the Finance, Audit & Risk Subcommittee the financial report for the four months to 31 October 2020.

A graph of the Combined Capital Programme was tabled which showed the effect of all activities aggregated. This would be included in future reporting.

Responding to a query in relation to note 5A and the split between opex and capex, Mr Law explained that related to the Manawatū River Loop Project at Foxton. As it was money being spent on a river that did not belong to Council, it could not be treated as capital expenditure, as it had been initially. For further clarity, Mr Jones noted that the clearing of the silt did not create an asset for Council; however the creation of the park did and that would show in Council's books.

MOVED by Mr Jones, seconded Cr Jennings:

THAT Report 20/516 Four Month Report 1 July 2020 - 31 October 2020 be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

7.6 FAR Committee - Actions

Purpose

To report back to the Finance, Audit & Risk Committee on requested actions.

Page 63 20/462 Infrastructure Development – Activity Update – Horowhenua Alliance Review

As Mr Maguire was not present today, that would now be addressed at the January 2021 FAR meeting.

Page 64 OPEX Financials – erroneous expense coding

Mr Clapperton said the information would be circulated as soon as it was available.

The status of the internal audit was raised, with Mr Law advising that report was still awaited. It had been held up by COVID-19 and other calls on the Internal Auditor's time. Council was also waiting for Audit New Zealand to produce its Audit Report. He could not guarantee that it would be received prior to the next Council meeting (9 December), which could necessitate the calling of an extraordinary meeting.

MOVED by Cr Jennings, seconded Cr Mitchell:

THAT Report 20/534 FAR Committee - Actions be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

CARRIED

4.54 pm

There being no further business, the Chairperson declared the meeting closed.

CONFIRMED AS A TRUE AND CORRECT RECORD
AT A MEETING OF THE FINANCE, AUDIT & RISK
COMMITTEE HELD ON

DATE:.....

CHAIRPERSON:.....

Proceedings of the Community Funding & Recognition Committee 24 November 2020

File No.: 20/554

1. Purpose

To present to the Council the minutes of the Community Funding and Recognition Committee meeting held on 24 November 2020.

2. Recommendation

- 2.1 That Report 20/554 Proceedings of the Community Funding & Recognition Committee 24 November 2020 be received.
- 2.2 That the Council receives the minutes of the Community Funding and Recognition Committee meeting held on 24 November 2020.
- 2.3 That this matter or decision is recognised as not significant in terms of s76 of the Local Government Act 2002.
- 2.4 That the Horowhenua District Council ratifies the Round 2 2020/2021 Grant Allocations as follows:

Community Support Grants

<i>Weraroa Cricket Club</i>	\$1,000.00
<i>The Parkinson's New Zealand Charitable Trust</i>	\$2,000.00
<i>Levin Menz Shed</i>	\$1,399.00
<i>Stroke Central Region Inc.</i>	\$1,944.80
<i>People First New Zealand Inc. - Ngā Tāngata Tuatahi</i>	\$3,329.88
<i>Foxton Historical Society</i>	\$1,580.00
<i>Tokomaru Hall Society Inc</i>	\$1,440.00
<i>Menzshed Foxton</i>	\$2,000.00
<i>The National Museum of Audio Visual Arts and Sciences Trust Inc</i>	\$1,000.00
<i>Moutoa Hall Society Incorporated</i>	\$1,000.00
<i>Levin Croquet Club Inc</i>	\$800.00
<i>Horowhenua Sports Academy Incorporated</i>	3,345.00
Total	\$20,838.68

3. Issues for Consideration

Ratification of the Round 2 2020/2021 Community Support Grant Allocations is sought.

Attachments



There are no attachments for this report.

Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	Neil Hirini Community Development Advisor	
Approved by	Cathryn Pollock Community & Social Development Manager	

Community Funding and Recognition Committee

OPEN MINUTES

Minutes of a meeting of Community Funding and Recognition Committee held in the Ante Room, 126-148 Oxford St, Levin, on Tuesday 24 November 2020 at 3.00pm.

PRESENT

Chairperson	Cr D A Allan	
Members	Cr T N Isaacs	
	Mayor B P Wanden	
	Cr P Tukapua	(from 3.25 pm to 3.35 pm)
Reporting Officer	Mr Neil Hirini	(Community Development Advisor)

IN ATTENDANCE

Mrs M Rogerson (Community Wellbeing & Engagement Manager)

1 Chairperson Appointment

MOVED by Mayor Wanden, Seconded Cr Isaacs

THAT Cr Allan be appointed chairperson for this meeting.

CARRIED

2 Apologies

An apology was received from Cr Jennings.

MOVED by Cr Isaacs, Seconded Mayor Wanden

THAT the apology from Cr Jennings be accepted.

CARRIED

3 Declarations of Interest

Declarations of interest were received from:

- Mayor Bernie Wanden - Weraroa Cricket Club
- Cr David Allan – Horowhenua Learning Centre Trust

4 Confirmation of Minutes

MOVED by Cr Isaacs, Seconded by Mayor Wanden

That the Open and In Committee minutes of the meetings of the Community Funding and Recognition Committee held on 07 October 2020, be confirmed as a true and correct record.

CARRIED

MOVED by Cr Isaacs , Seconded by Mayor Wanden

THAT the Open and In Committee minutes of the meetings of the Community Funding and Recognition Committee held on 22 September 2020, be confirmed as a true and correct record.

CARRIED

5 Announcements

There were no announcements

- 6** Cr Tukapua joined the meeting at 3.25pm. She participated in the decision making process for the Weraroa Cricket Club application. She then left the meeting at 3.35pm as she was unwell.

7 Report / Recommendation

7.1 Community Funding and Recognition Committee Round 2 2020/2021 Grants Allocation

Purpose

To present the Round 2 2020 / 2021 grant applications and Officer recommendations to the Community Funding & Recognition Committee for consideration. Grant applications are being considered from the following grant funds:

- Community Support Grant.

MOVED by Cr Isaacs, Seconded Mayor Wanden

THAT Report 20/531 Community Funding and Recognition Committee Round 2 2020/2020 Grant Allocation be received.

THAT this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

THAT the Community Funding & Recognition Committee recommends that the Horowhenua District Council ratifies the Round 2 2020/2021 Grant Allocations as follows:

Community Support Grants

<i>Weraroa Cricket Club</i>	<i>\$1,000.00</i>
<i>The Parkinson's New Zealand Charitable Trust</i>	<i>\$2,000.00</i>
<i>Taitoko Markets</i>	<i>Nil</i>
<i>Foxton Get Together</i>	<i>Nil</i>
<i>Levin Uniting Parish</i>	<i>Nil</i>
<i>Levin Menz Shed</i>	<i>\$1,399.00</i>

<i>Stroke Central Region Inc.</i>	\$1,944.80
<i>People First New Zealand Inc. - Ngā Tāngata Tuatahi</i>	\$3,329.88
<i>Foxton Historical Society</i>	\$1,580.00
<i>Tokomaru Hall Society Inc</i>	\$1,440.00
<i>Menzshed Foxton</i>	\$2,000.00
<i>The National Museum of Audio Visual Arts and Sciences Trust Inc</i>	\$1,000.00
<i>Moutoa Hall Society Incorporated</i>	\$1,000.00
<i>Levin Croquet Club Inc</i>	\$800.00
<i>Horowhenua Learning Centre Trust</i>	<i>Undecided</i>
<i>Horowhenua Sports Academy Incorporated</i>	3,345.00
Total	\$20,838.68

CARRIED

- 8 Meeting was adjourned at 4.25pm. Meeting to re-convene at 3.30pm on Wednesday 25 November 2020 to make a decision about The Horowhenua Learning Centre Trust application.
- 9 Meeting was re-convened at 3.40pm, Wednesday 25 November. Members now present included Cr Jennings and Cr Ketu.

MOVED by Cr Isaacs, Seconded by Mayor Wanden

That the Round 2, 2020/2021 Community Support Grant application received from The Horowhenua Learning Centre Trust be declined.

CARRIED

3.50pm

There being no further business, the Chairperson declared the meeting closed.

CONFIRMED AS A TRUE AND CORRECT RECORD
AT A MEETING OF THE COMMUNITY FUNDING
AND RECOGNITION COMMITTEE HELD ON

DATE:.....

CHAIRPERSON:.....

Mayoral Report - November 2020

File No.: 20/517

1. Purpose

For His Worship the Mayor to report to Council on the community events and Council-related meetings attended

AND FURTHER

To provide Councillors the opportunity to give a brief verbal update on conference/forums attended, or the activities of those organisations/groups for which they are a Council representative.

2. His Worship the Mayor's Recommendations

- 2.1 That Report 20/517 Mayoral Report - November 2020 be received.
- 2.2 That this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

3. Mayoral Report – 1 November to 7 December 2020 - Meetings and Events

I have been both humbled and proud to be invited to attend dozens of meetings, functions and events over the last five weeks, as schools and various organisations wind down for the year. I have particularly enjoyed seeing young people of the district doing well and achieving great results out of what has been a challenging year.

I also enjoyed attending various community events where I had the time to catch up with people across the district informally. It is a good way to get a feel for how people are doing and issues they are facing.

Activities have included:

- Council briefing
- November Ngāti Raukawa Hapū hui
- Pacific Leaders Fono
- Age Concern – opening of new premises
- Council briefing
- Horowhenua Arts Society – Farewell luncheon for Joan Keogh
- Meet & Greet with MP for Ōtaki Terisa Ngobi
- Waiopahu College Sports & Cultural Awards
- Children's Team Governance Group meeting
- Meeting with Federated Farmers representatives
- Armistice Day Ceremony
- Council briefing
- October Council meeting
- Rebus presentation
- Creative Minds & Gardens Expo
- Horowhenua District Ratepayers and Residents Association meeting
- Regional Transport Committee Workshop
- Civic Honours & Youth Excellence Scholarships Ceremony
- Council briefing
- LGNZ Rural & Provincial meeting
- Mayor's Taskforce for Job AGM

- Horowhenua Volunteer Fire Brigade – Honours & Awards
- Art in the Park
- Levin 60's Up
- Horowhenua Arts Society - exhibitor and volunteers thank you
- Community Funding & Recognition Committee meeting
- Horowhenua New Zealand Trust AGM
- Council briefing
- November Finance, Audit & Risk Committee meeting
- Breathe Easy morning tea
- BA5 – Business After five event
- Lake Horowhenua site visit
- Education Horowhenua meeting
- No One Walks Alone Event, Foxton
- Levin Christmas Parade and Carnival
- Foxton Beach Volunteer Fire Brigade Honours and Awards Night
- Foxton Community Board meeting
- Joint Standing Committee meeting
- Regional Transport Committee meeting
- Regional Chiefs meeting
- December Ngāti Raukawa Hapū hui
- Manawatū River Leaders Forum
- Horizons Regional Council Long Term Plan engagement
- Council briefing
- He Whare Manaaki Tangata (Waiopahu College) Prize giving
- Horowhenua New Zealand Trust luncheon with the US Ambassador Brown
- Taraika Pōwhiri and Ground Breaking Ceremony
- Waiopahu College Senior Prize giving
- Horowhenua College Senior Prize giving
- The Orange Parade
- Annual Horowhenua Members Lunch 2020
- Manawatū College Prize giving.

Attachments

There are no attachments for this report.


Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	Bernie Wanden Mayor	
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Approved by	Bernie Wanden Mayor	
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Monitoring Report to 9 December 2020

File No.: 20/518

1. Purpose

To present to Council the updated monitoring report covering actions arising from resolutions from previous Council meetings and also requested Officer actions.

2. Recommendation

- 2.1 That Report 20/518 Monitoring Report to 9 December 2020 be received.
- 2.2 That this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

Attachments


No.	Title	Page
A	Horowhenua District Council Monitoring Report	64

Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	David Clapperton Chief Executive	
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Approved by	David Clapperton Chief Executive	
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MONITORING – Substantive Council Resolutions						
Item No.	Meeting Date	Item Description	Resolved / Action	Responsible Officer	Progress Status	Officer Comment
19/199	12 June 2019	Proceedings of the Foxton Community Board 27 May 2019	<i>THAT as recommended by the Foxton Community Board, the Horowhenua District Council supports the development of a detailed design for a wetland at Holben Reserve and requests officers to progress to a detailed design through an RFP process.</i>	A Nelson	Ongoing Oct 2020	An initial concept design was presented at the Foxton Community Board meeting of 20 April 2020. An initial consultation has developed a detailed concept plan that is being refined by a second round of consultation likely to be completed by October 2020. The concept design is complete and has been submitted as part of the application made to the Freshwater Investment Fund (FIF) by Henley Hutchings on behalf of Council.
20/91	6 May 2020	Draft Water Supply Bylaw 2020	That the Draft Water Supply Bylaw go out for public consultation prior to coming back to Council for adoption. Engagement with NZ Fire & Emergency to be initiated.	Asli Crawford	Completed	The Hearings Committee reconvened on 11 November 2020 and has recommended to Council, the adoption of the Draft Water Supply Bylaw, as amended. Council's adoption is sought in the 9 December 2020 Council Agenda.
20/306	12 August 2020	Proceedings of the Foxton Community Board 27 July 2020	<i>Funding for the Foxton Beach CCTV Project</i> <i>Due diligence to be undertaken by the CE prior to any funding being allocated.</i>	David Clapperton	Completed	Due diligence undertaken and the initial payment has been made.

MONITORING – Substantive Council Resolutions						
Item No.	Meeting Date	Item Description	Resolved / Action	Responsible Officer	Progress Status	Officer Comment
20/489	11 Nov 2020	Levin Adventure Park	<i>THAT the Horowhenua District Council seeks agreement from the Crown to the assignment of the lease for the Levin Adventure Park, on the proposed terms and conditions, from the Levin Adventure Park Trust to the Horowhenua District Council.</i>	Arthur Nelson	In progress	Officers have followed up with an initial note to confirm Council has resolved to take over the lease subject to agreement from the Crown.

MONITORING – Officer Actions							
Item/ Report No.	Meeting & Date	Item/Report Description	Query/Action	Responsible Officer	Date to Action by	Progress Status	Officer Comment
20/405	23/09/20	Three Waters Service Delivery Reforms/Stimulus Programme	Criteria to be defined for the allocation of funding under the Resource Maturanga Māori project. The opportunity to support the overall resilience of marae to also be captured.	David Clapperton			Response awaited from DIA prior to defining criteria for the allocation of funding.

Chief Executive's Report to 9 December 2020

File No.: 20/469

1. Purpose

For the Chief Executive to update Councillors, or seek endorsement on, a number of matters being dealt with.

2. Recommendation

- 2.1 That Report 20/469 Chief Executive's Report to 9 December 2020 be received.
- 2.2 That these matters or decisions be recognised as not significant in terms of s76 of the Local Government Act 2002.

3. Chief Executive Updates

3.1 Horowhenua Sports Turf Trust

Sheryl Duffy and Mary Davis will be in attendance to provide an update on the Maintenance Programme for the next three years for the Halliwell Hockey Turf. Some background information on the Hockey Turf and the projects that have been targeted for the next three years is **attached**.

3.2 Growth Dashboard

The November 2020 Growth Dashboard is **attached**.

3.3 Lincoln Place

The Chief Executive will provide information on possible plans for this area.

Attachments

No.	Title	Page
A	Halliwell Hockey Turf - Update on Maintenance Programme November 2020	69
B	Growth Dashboard - November 2020	71

Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories

Author(s)	David Clapperton Chief Executive	
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Approved by	David Clapperton Chief Executive	
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Halliwell Hockey Turf

Horowhenua Sports Turf Trust

Update on Maintenance Programme

November 2020

Supported By:



Background Information

The Halliwell Hockey Turf, an international all weather synthetic surface was opened in Levin in June 1999 after 5 years of fundraising by the Horowhenua Sports Turf Trust and Horowhenua Hockey Association. The Turf Complex became debt free in 2003.

A turf re surface was completed in 2010 at a cost of \$580k with the life of the carpet expected to be 10-12 years. Upgrading of the lighting was completed in 2018 at a cost of \$124303. \$30k was provided by the HDC from the Turf replacement fund towards the cost of the upgrade. In 2019 the practice turf was resurfaced at a cost of \$38513.

The Turf Trust have always had a maintenance person who keeps the Turf Complex up to a high standard.

The Turf Trust have targeted the following projects to be completed within in the next 3 years:-

Replacement of Team & Umpire Dugouts – quotes received Applying for grant funding at present Target for completion – March 2021	\$55k
Replacement of Upstairs Deck with more permanent material & terrazzo flooring surface - estimated Awaiting quotes – target for completion 2021	\$70k
Turf Replacement – estimated Target for completion 2022	\$350
Total Upgrade Maintenance \$475k.	

Supported By:



Growth Dashboard

November 2020



Horowhenua
2040 Vision

Overview of Horowhenua District

Horowhenua has benefited from Wellington commuters spending more time working from home and spending more locally. Spending in the September quarter was 6.3% up from the same quarter in 2019. For the year to September 2020 spending growth was in positive territory compared with a decline of 2.7% at the national level.

Our economy is faring better than many parts of the country, confirmed by the slower growth of Jobseeker Support recipients. The number of recipients in our district increased by 14% over the year to September 2020 compared with 27% nationwide. In the month of September 2020, there were 1,935 Jobseeker Support recipients and a further 29 COVID-19 Income Relief Payment recipients in the district. A year earlier there were 1,644 Job Seeker Support recipients.

The housing market is red hot with the average house value for the 12 months to September increasing to \$432,851, up 17% compared to the previous 12 months. More than 250 houses were sold in the September quarter which is the highest level since 2016.

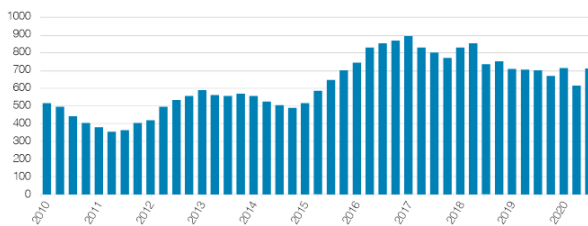
Although the number of residential building consents issued in Horowhenua dropped below 50 in the September quarter (compared to a quarterly average of about 70 over the past three years) it is expected the number to rise again due to rocketing house values. Non-residential building consents are running at a level nearly double the 10-year average.

Agriculture and food processing sectors are a key source of strength in the district. The district's dairy farmers are expected to reap \$120m this coming season, down slightly from \$127m last season.

There are clear signs Horowhenua's economy is bouncing back after the lockdown induced slump in the June 2020 quarter. Growth in consumer spending provides further evidence of economic recovery. Domestic travel, new cars and home improvements have lifted confidence that the economy will emerge from COVID-19 less battered than other parts of the country.

House Sales

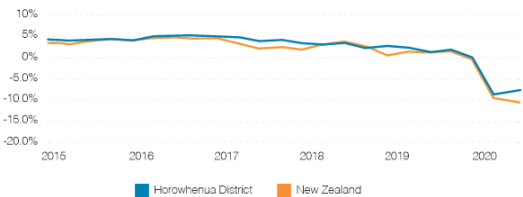
Annual level, Horowhenua District



House sales in Horowhenua District in the year to September 2020 increased by 1.3% compared with the previous year. Horowhenua outperformed relative to New Zealand, where sales increased by 1.1%. A total of 712 houses were sold in Horowhenua District in the 12 months ended September 2020. This compares with the ten year average of 640.

Traffic Volume Growth

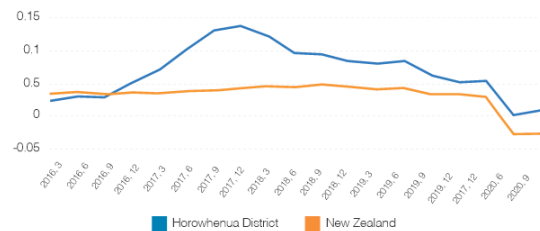
Annual Average % change (Horowhenua District)



Traffic flows in Horowhenua District decreased by -8.2% over the year to September 2020. This compares with a decrease of -10.5% in New Zealand.

Consumer Spending (\$m)

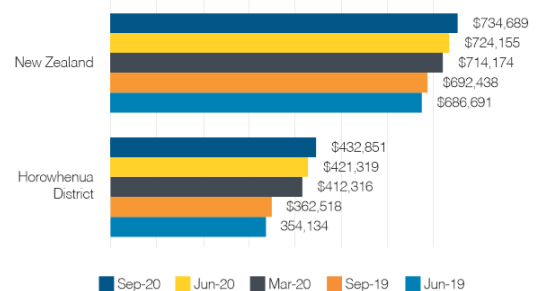
Annual Average % change (Horowhenua District)



Electronic card consumer spending in Horowhenua District, as measured by Marketview, increased by 0.9% over the year to September 2020 compared to the previous year. This compares with an decrease of -2.7% in New Zealand

Average Current House Value

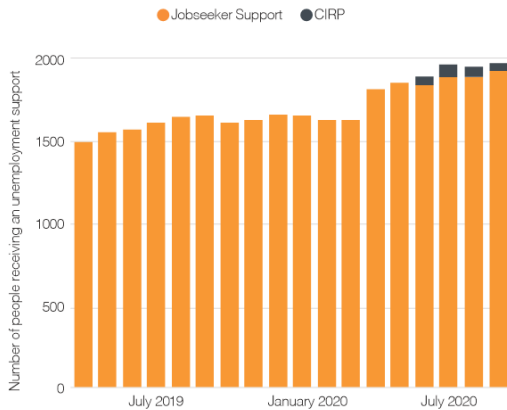
Average for 12 months to September 2020



The average current house value in Horowhenua District was up 17.4% in September 2020 compared with a year earlier. Horowhenua outperformed relative to New Zealand, where prices increased by 8.0%.



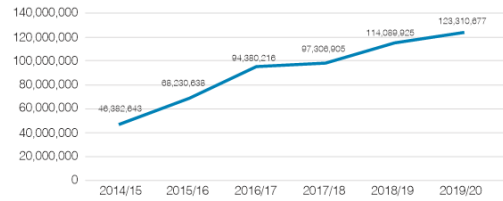
Jobseeker Support and COVID-19 Income Relief Payment (CIRP) recipients



The monthly count of Jobseeker Support recipients, combined with the number of COVID-19 Income Relief Payment (CIRP) recipients.

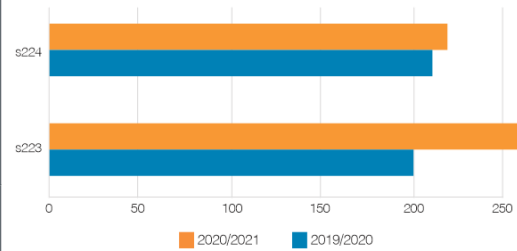
Building Consent Issued (\$)

Horowhenua District
Financial year to June 2020



New lots created (s224) vs New lots approved (s223)

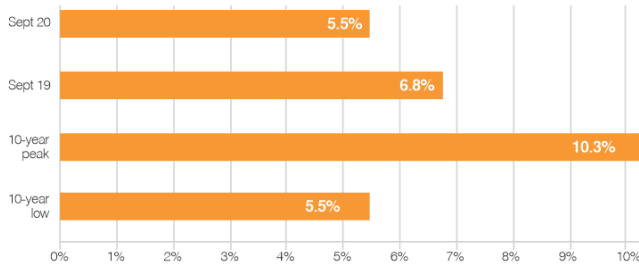
Horowhenua District



Between 1 July and 31 October 2020, s224 certificates were issued creating 219 new lots, compared to 183 new lots for the full 2019/20 financial year.

Unemployment rate

Annual Average, Horowhenua District



The annual average unemployment rate in Horowhenua District was 5.5% in September 2020, down from 6.8% a year earlier. Over the last ten years the unemployment rate reached a peak of 10.3% in December 2012.

Permanent Migration to District

Horowhenua District

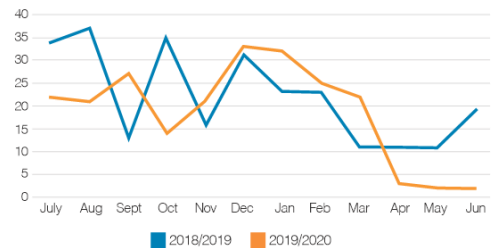


Chart	Data Source	Timeframe
Average Current House Value	Infometrics - http://www.infometrics.co.nz/	Sep 19 - Sep 20
Unemployment rate	Infometrics - http://www.infometrics.co.nz/	Sep 19 - Sep 20
Consumer Spending	Infometrics - http://www.infometrics.co.nz/	Sep 19 - Sep 20
Traffic Volume Growth	Infometrics - http://www.infometrics.co.nz/	Sep 19 - Sep 20
House Sales	Infometrics - https://www.infometrics.co.nz/	Sep 19 - Sep 20
Building Consents Issued (\$)	HDC Reporting	1 July - 30 June 2020
New lots created (s224) vs New lots approved (s223)	HDC Reporting	1 July 2019 - 30 June 2020 1 July 2020 - 31 October 2020
Population - Permanent migration to District	Sense Partners - Socio-economic Projections - July 2017	1 July 2019 - 30 June 2020
Jobseeker Support & CIRP	Ministry of Social Development	Year end September 2020



File No.: 20/535

Road Stop and Exchange on Foxton Beach Road

1. Purpose

To seek Council approval to stop a portion of legal road adjacent to Foxton Beach Road, Foxton Beach and exchange land with the adjacent landowner.

2. Executive Summary

Council has upgraded a portion of the Shared Pathway connection between the townships of Foxton and Foxton Beach. Part of this pathway has been constructed on private land, with the landowner's consent. Council Officers seek to rectify this by taking the land as road (by agreement) near to the intersection of Foxton Beach Road and Palmer Road, and to exchange that land for two portions of land with the adjoining landowner to legalise (as road) the newly constructed Shared Pathway.

3. Recommendation

- 3.1 That Report 20/535 Road Stop and Exchange on Foxton Beach Road be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act 2002 ("LGA 2002").
- 3.3 That 0.1502 hectares (more or less) of unformed legal road shown as Section 2 on Survey Office Plan 548836 ("SO 548836") is not required for public works.
- 3.4 That the Horowhenua District Council stops that portion of road shown as Section 2 SO 548836 pursuant to the provisions of the Public Works Act 1981 ("PWA").
- 3.5 That pursuant to section 40(2)(a) of the PWA Council considers offer-back is not required as it would be impracticable, unreasonable or unfair to do so.
- 3.6 That following stopping of Section 2 SO 548836 as road, Council exchanges the land with the adjoining landowner (being the owner of the land contained in Record of Title WN28D/804) for those parcels of land shown as Sections 1 and 3 on SO 548836 to be taken as road.
- 3.7 That in the event LINZ (on behalf of the Minister of Lands) declines to grant consent to the stopping of Section 2 SO 548836 pursuant to section 116 of the PWA, Council stops that portion of road shown as Section 2 SO 548836 subject to the provisions of the Local Government Act 1974 ("LGA 1974").
- 3.8 That in the event LINZ (on behalf of the Minister of Lands) declines to grant consent to the stopping of Section 2 SO 548836 pursuant to section 116 of the PWA and pursuant to section 342(1)(a) of the LGA 74, Council purchases those parcels of land shown as Sections 1 and 3 SO 548836 from the landowner to be taken as road in accordance with market valuation prepared by TA Valuation and dated 15 September 2020, but disregarding the \$10,000.00 adjustment for the value of Council-owned improvements.

4. Background / Previous Council Decisions

- 4.1 Council's 2018-2038 Long Term Plan provides for Council to undertake Capital Expenditure on Shared Pathways. This expenditure has been, and continues to be, utilised to upgrade existing pathways into shared pedestrian/cyclist/mobility friendly pathways and to create new pathways where these have not existed previously.

- 4.2 A portion of the Foxton Beach Road Shared Pathway has seen an upgrade between the townships of Foxton and Foxton Beach. This has been constructed on private land, with the landowner's consent. Council Officers seek to rectify this by taking the land as road (by agreement). The land proposed to be taken is shown as Sections 1 and 3 on SO Plan 548836 (appended).
- 4.3 An historic irregularity in the road corridor exists in this area where a 0.1502Ha (more or less) portion of land is road reserve (shown as Section 2 on SO Plan 548836) but sits outside the physical carriageway and road reserve required for said carriageway. In the agreement with the adjacent landowner it was agreed that this land would be exchanged for the land to be taken discussed in the above paragraph.

5. Discussion

- 5.1 Council may stop roads in accordance with the provisions of the Public Works Act 1981 (PWA) or the Local Government Act 1974 (LGA 74).

Stop the Road under the PWA

- 5.2 To stop the road under the PWA Part 8 Section 116 and 117, Council will require the Minister of Lands consent (through LINZ). Council would not be required to undertake the public notification process contained in the LGA 74. The precis of the process is as follows:
- That the Minister may, by notice in the Gazette, declare any road or part of a road to be stopped.
 - The land comprising any road that has been stopped may be vested or otherwise disposed of in exchange for any land required for any other road or otherwise disposed of to the owner of any adjoining land.
- 5.3 The Minister of Lands (through LINZ) may decide that public consultation is required and direct Council to follow the process under the LGA 74. The portion of road to be stopped has been fenced off from public access for many years. It provides no access to adjoining waterways or public land. It is adjoined on all sides by a single freehold title of land (WN28D/804). Accordingly, it is considered unlikely that there will be any objections to the road stopping and Officers recommend use of the PWA to stop the road shown as Section 2 on SO 548836.

PWA Offer Back Assessment

- 5.4 An extensive search of the historic titles in relation to WN28D/804 and surrounding lands has been undertaken. Difficulties have arisen when searching for historic titles referenced on Record of Title WN214/39. Of the Title Deeds referenced on WN214/39, only one predecessor title has been located in LINZ's database; this is WN22/2; searches for those Title Deeds with folios 556, 558-576 have yielded no results.
- 5.5 WN214/39 was issued on 11 January 1913 and shows the portion of road proposed to be stopped as road.
- 5.6 WN22/2 was issued on or about 1 September 1880 and does not show the portion of road to be stopped as road.
- 5.7 Given the above difficulties and having regard to the land having been acquired by the Crown or a former territorial authority over one hundred years ago, it is considered that offer-back is not required as it would be impracticable, unreasonable or unfair to do so (s 40(2)(a) PWA).

Stop the Road under the LGA 74

- 5.8 To stop the road under the LGA 74, Council would be required to obtain the Minister of Lands consent - through Land Information New Zealand (LINZ) - as the road is situated in a rural area. Should that consent be forthcoming, Council would then be required to follow the process set out in Schedule 10 of the LGA 74 (appended). This would require public

notification and the public would have the ability to object to the road stopping. Should objections be received Council could accept them or refer the matter to the Environment Court.

- 5.9 It is noted that LINZ prefers in the first instance that Council's utilise the provisions of the LGA 74 to stop a road given the public notice provisions but recognises there may be times where public notice is unnecessary.

6. Options

Stop the road under the PWA (Recommended Option)

Stop the road under the PWA and exchange sections with the adjoining landowner. This is the most straightforward and cost effective option.

However, the Minister of Lands may decide that public consultation is required and direct Council stop the road under the LGA 74.

Stop the road under the LGA 74

Stop the road under the LGA 74 and exchange sections with the adjoining landowner. This option would only be incurred at the direction of the Minister of Lands. Council would then be required to follow the process set out in Schedule 10 of the LGA 74 (appended).

Do nothing

Council could choose to not follow through on agreement with the adjacent landowner and continue to retain public assets on private land.

This could lead to the current or future owner legally restricting access to the Shared Pathway that exists on their land. This would also carry a reputational risk to Council if reneging on the agreement was made public. Legal costs would then be incurred to rectify the situation, which would include financial negotiations with the adjacent landowner.

6.1 Cost

The land parcels have been valued by an independent registered valuer, a copy of that report is appended. To avoid confusion, please note the following:

- Area 1 in the Valuer's Report refers to Section 1 SO 548836;
- Area 2 in the Valuer's Report refers to Section 3 SO 548836; and
- Area 3 in the Valuer's Report refers to Section 2 SO 548836.

In relation to page 9 of the Valuer's Report and the value of seal in Areas 1 & 2 (Sections 1 & 3). This seal has been installed at Council's cost with the permission of the landowner with a view to Council acquiring those Areas. Accordingly, it is considered appropriate not to include the value of the seal with the land value.

This being the case, the value of the land to be taken is valued at \$3,500.00 plus GST (if any) with the land to be given valued at \$7,000.00 plus GST (if any).

Given the relatively minimal difference in valuations and the adjoining landowners willingness to co-operate with Council (including permitting Council to form the Shared Pathway on his land prior to transfer), Officers recommend Section 2 SO 548836 is exchanged with the adjoining landowner for Sections 1 and 3 SO 548836 with no additional consideration sought from the adjoining landowner.

Option	Cost
Recommended Option Stop the road under the PWA and exchange sections with the adjoining	Legal fees only, estimated at approximated \$5,000. Actual time and costs will be charged. Surveyor's fees have already been

landowner	paid
Stop the road under the LGA 74 and exchange sections with the adjoining landowner	Legal fees and internal costs for consultation. Costs have yet to be determined as not the recommended option. This is likely to be the most expensive option
Do nothing. Council to not follow through on agreement with adjacent landowner and continue to retain public assets on private land	Nothing initially. Potential for legal costs to arise in the future if current or a subsequent owner decides to legally restrict access to the public

6.1.1 Rate Impact

There will be no Rate impacts arising.

6.2 Community Wellbeing

There are no negative impacts on Community Wellbeing arising.

6.3 Consenting Issues

There are no Consents required or consenting issues arising.

6.4 LTP Integration

Budget expenditure is included within the LTP under the Cycling Facilities budget.

There are no Special Consultative Processes required, unless stopping is undertaken under the LGA 74, as triggered by the Minister of Lands consent (through LINZ), in which case the Consultative Process is set out in Schedule 10 of the LGA 74 (appended).

7. Consultation

There was no consultation required to be undertaken.

8. Legal Considerations

Funding expenditure is available within an existing budget of the Cycling Facilities budget, to provide for all legal costs arising.

CS Law has been engaged to undertake all conveyancing on this matter.

9. Financial Considerations

There is no financial impact.

10. Iwi Considerations

There are no Iwi considerations.

11. Climate Change Considerations

There is no Climate Change impact.

12. Environmental Considerations

There are no Environmental considerations.

13. Health & Safety Considerations

There is no Health & Safety impact.

14. Other Considerations

There are no other considerations.

15. Next Steps

Should Council pass the recommended resolutions, Council Officers will proceed under the PWA with the stopping of Section 2 SO 548836 as road, legalisation of the shared pathway land by taking of Sections 1 and 3 SO 548836 and transfer of Section 2 SO 548836 to the adjoining landowner. It is expected that this work would be completed within the 2020/21 financial year.

16. Supporting Information

<p>Strategic Fit/Strategic Outcome</p> <p>Council's 2018-2038 Long Term Plan provides for Council to undertake Capital Expenditure on Shared Pathways, so there is good strategic alignment with Council goals. The Strategic Fit is also supported by the Horowhenua Integrated Transport Strategy which states: <i>The Council will invest in developing the District's shared pathway network to open up more transport corridors for active journeys that supports improved accessibility and resilience.</i></p>
<p>Decision Making</p> <p>The decision does not depart from the LTP. No decisions are considered significant.</p>
<p>Consistency with Existing Policy</p> <p>This is consistent with the Horowhenua Integrated Transport Strategy as noted in Strategic Fit above.</p>
<p>Funding</p> <p>Funding expenditure is available within the existing Cycling Facilities budget to provide for all legal costs arising.</p>

Risk Area	Risk Identified	Consequence	Likelihood	Risk Assessment (Low to Extreme)	Managed how
Risks have only been quantified for the recommended option.					
Strategic	None identified				
Financial	Potential cost increases due to additional legal or surveyors fees	Minor	Unlikely	Low	Managed by routine procedures
Service	None identified				

Delivery					
Legal	Minister of Lands may direct Council to utilise the LGA 74 process	Very Minor	Extremely unlikely	Low	Managed by routine procedures
Reputational	None identified				


Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

17. Appendices

No.	Title	Page
A	Valuation by TA Valuations - 15 September 2020(2)	79
B	Title Plan - SO 548836	91
C	LGA 1974 Schedule 10	94

Author(s)	Carolyn Copeland Roading Projects Team Leader	
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Approved by	Kevin Peel Group Manager - Infrastructure Operations	
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P O Box 5239, Palmerston North
& 10 Queenwood Road, Levin

John 0800 36 37 38
Nick 0800 53 54 55

Email-john@tavaluation.co.nz

GST N°: 71-332-403

TAVvaluation Ltd

Our Ref. 15092001

15th September 2020

The Manager
CS Law

Attention: Sam Wood

Dear Sir - Madam

**MARKET VALUE: THREE SMALL SITES
FOXTON BEACH ROAD, FOXTON.**




FOXTON BEACH ROAD, FOXTON.

After instruction from our client, and in accordance with these recent instructions, we inspected the above property on the 15th September 2020 on an overcast day in order to assess a market value for potential land exchange purposes.

TYPE OF PROPERTY

This is three small areas of land, one of approximately 1500 m², one of approximately 705 m² and one of approximately 53 m² located at the intersection of Foxton Beach Road and Palmer Road at Foxton.

EXECUTIVE SUMMARY

Property Address	FOXTON BEACH ROAD, FOXTON
Assessed Values plus GST (if any)	Area 1 & 2 total \$13,500 plus GST (if any) Area 3 \$7,000 plus GST (if any)
Property Description	<i>The subject property comprises three small areas of land, one of approximately 1500 m², one of approximately 705 m² and one of approximately 53 m² located at the intersection of Foxton Beach Road and Palmer Road at Foxton.</i>
Instructing Party	<i>Sam Wood (CS Law)</i>
Purpose of Report	<i>As per instructions we have been asked to provide a market valuation for land exchange purposes</i>
Date of Inspection	<i>15th September 2020</i>
Date of Valuation	<i>15th September 2020</i>
Interest Valued	<i>Freehold land and improvements, household chattels.</i>
Key Assumptions	<i>These assumptions are based on sales transactions that have occurred in Horowhenua. It is based on the information from our sources being correct. We refer you to our report for a full description.</i>
Factors Influencing Value	<i>Location, contour, property's quality of improvements, and the property market conditions.</i>
Special Assumptions	<i>The land is being taken under the Public Works Act</i>
Specific Risks	<i>We highly recommend that lenders consider the uncertainty Covid-19 has caused in their lending decisions as current sales data does not yet show this uncertainty</i>
Extent of Inspection	<i>The registered valuer has made a full visual internal and external inspection. We did not get onto the roof or in the sub floor or ceiling.</i>
Supervisors Signature John Timmer-Arends	

STATEMENT OF VALUATION POLICIES

TA Valuation can confirm that the Valuer carrying out this report is competent in the valuation of residential, lifestyle, commercial and industrial property with 25 years experience within the industry and in a position to provide an independent and unbiased valuation and that they have no material connection with the subject of the valuation or the party commissioning the report.

TA Valuation Ltd provides this valuation and all valuation services solely for the use of the client. TA Valuation Ltd does not, and shall not, assume any responsibility to any person or legal entity, other than the client for any reason whatsoever, including breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of, or arising out of, the provision of this valuation or valuation services. Any person or organisation, other than the client, who uses or relies on this valuation, does so at their own risk.

This valuation has been completed for the specific purpose stated in this report. No responsibility is accepted in the event that this report, photos, or other private information is used for any other purpose.

TA Valuation certifies that this valuation complies with the standards set in the International Valuation Standards effective 31st January 2020, and that we have complied with the requirement for continuing professional education as set down by the NZIV and the PINZ.

We certify that the Registered Valuer holds a current practising certificate and is ANZIV & SPINZ qualified and has been awarded Membership of the Royal Institute of Chartered Surveyors.

We certify TA Valuation Ltd holds professional indemnity insurance to the sum of \$1,000,000 which covers the Registered Valuer signing this report.

Sources, Extents and Non-Disclosure of Information

In preparing this valuation and report I have relied upon the following sources of information:

- RPNZ Website – for comparable sales information
- REINZ Website – for comparable sales information
- Other Valuation and Real Estate Firms – for comparable sales information
- Horowhenua District Council for planning and rating information
- Internet websites for comparable valuation data
- Harbour City Searches – for Certificate of title information
- Tumonz Software for Land Information

Unless otherwise stated all information in relation to this valuation has been provided by our client or gained from our inspection.

OVERVIEW

The subject properties comprises three separate areas of Land.

Areas 1 and two are currently used as road and footpath but are actually form part of a larger privately owned title. They belong to the landowner of this larger block.

Area 3 currently belongs to the Horowhenua District Council but is currently fenced within a paddock area as though it were part of the larger title above.

It is proposed that Areas 1 and 2 are taken by the council and become part of the road, and Area 3 is given to the landowner in exchange.

This is effectively a land exchange legalising what is currently actually in use.

PROPERTY REPORT

Legal Description

The three subject sites are as follows

Area 1 and Area two are part of a larger allotment known as Part Lot 9 on Deposited Plan 2590. It has an area of 37.6289 hectares.

Area 3 currently vests as road.

Tenure	Fee Simple
Owner	Area 1 & 2 Horowhenua District Council Area 3 [REDACTED]
Land Areas	Area 1 53 m ² more or less Area 2 705 m ² more or less Area 3 1513 m ² more or less
Local Authority	Horowhenua District Council
Zoning	Area 3 is Rural under the Horowhenua District Plan. (Operative Date 1 July 2015) – The current use is a permitted activity within this zone. Areas 1 and 2 are road.

Site, Service and Environmental Hazards

As Valuers we are not experts in these matters. We highly recommend that all our clients make suitable investigations and specifically that they request a Land Information Memorandum. We also recommend that they request from the Council all information in relation to the site regarding Hazardous Activities Industry List (HAIL).

This valuation is carried out on the basis that our client has made such investigations and not informed us of any issues identified regarding the property.

5

Statutory Valuation Not separately assessed

Rates Not separately assessed

Land and locality

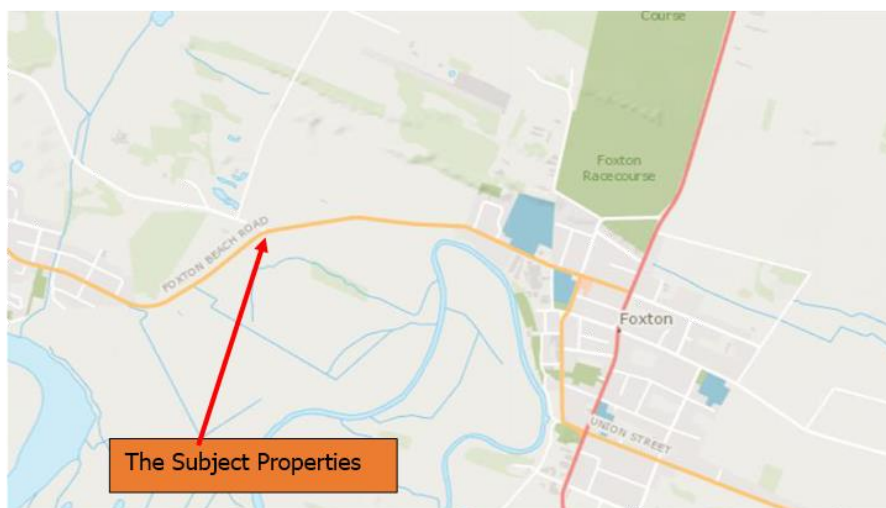
The subject sites are as follows:

Area 1: This is a small triangular allotment of approximately 53 m² located on the southern side of Foxton Beach Road opposite its intersection with Palmer Road between Foxton and Foxton Beach.

Area 2: This is a small triangular allotment of approximately 705 m² located on the southern side of Foxton Beach Road opposite its intersection with Palmer Road between Foxton and Foxton Beach.

Area 3: This is a larger triangular allotment of approximately 1513 m² located on the southern side of Foxton Beach Road opposite its intersection with Palmer Road between Foxton and Foxton Beach.

Land contour is predominantly flat and lies at road level.



Location Map

The vendor (Or the vendors agent) has not informed us of any contamination associated with this property in relation to the Hazardous Activities and Industries List (HAIL).

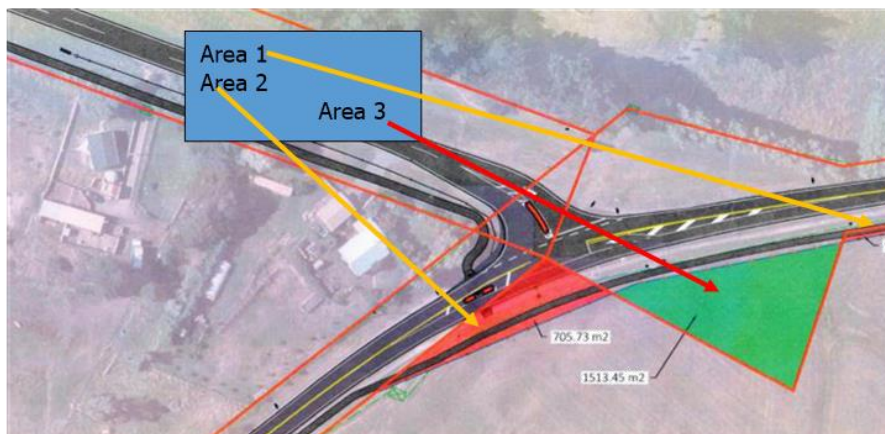
Foxton Beach Road is an established rural road running from Foxton to Foxton Beach and it has a paved carriageway without kerbing or channelling.

In terms of the local property market the location is considered average.



Surrounding development comprises mainly permanent dwellings on lifestyle sites and agricultural land uses.

Shops, schools, and other of Foxton's commercial, cultural, and recreational facilities are mostly within reasonable proximity to the subject.



AERIAL VIEW
(Photo property Guru)

NB: The subject property boundary pegs were not located at the time of inspection and I advise I have not undertaken a survey of the site. We assume all improvements lie within the title boundaries unless stated otherwise.

Our client or the vendor's agent has not informed us of any environmental risks associated with the property and we have not made investigations into matters such as sewerage, dirty water, drug contamination or other contamination or other control facilities on the property and whether these comply with current regulations.

IMPROVEMENT DETAILS

There is some seal on Areas 1 and 2.

Area three has some post and wire fencing.



Area 2



Area 1



Area 3

This report does not purport to be a building, site engineering, or boundary survey, and no responsibility is taken for the omission of building or other defects, which may not be apparent without such surveys.

It is an assumption of this report that all improvements, additions or work that required consent from the Local Council has been fully consented. TA Valuation Limited reserves the right to alter or amend this valuation and report if this proves not to be the case.

VALUATION METHODOLOGY

Valuations for the taking of land under the public works act are done on a value lost basis with valuations done on the land before the taking and after the taking. The difference in these values is the value of the land taken.

In this instance however the size of the parent block, 37.6289 hectares, is so large, and the size of the two areas being taken, 705 m² and 53 m², is so small that there would not be any effective difference in the before and after values.

However, there is still a loss of land and it must have some value and be compensated for.

We have therefore calculated a rate per m² for the land using sales of rural land and applied this on a pro rata basis.

We have done this for both the land being taken, and the land offered in exchange.

We have then added a value for the seal etc on the land being taken.

MARKET COMMENT

When small areas of land are taken in this manner, they are bought by the local authority or Transit. They are forced purchases. There is no trading on the open market between willing buyers and sellers under this scenario and so there is no rear market.

Market conditions therefore do not apply in these cases.

SALES

The following sales have been considered in reaching our valuation.

State Highway 1 Manakau. Sold August 2014 for \$15,000

This is a vacant 3,563 m² area of land surplus to requirements after Transit had widened the road at Manakau. It was directly in front of the Quarter Acre Restaurant and could not be built on. There were only two realistic buyers, being the neighbouring land owners. It sold to the Restaurant Owners. Then site is large enough however to put a sheep on. The sale equates to \$4.20 per m². This allotment had its own title.

Wall Road Foxton. Sold June 2020 for \$925,000

This is a vacant block of 40.4686 hectares. \$2.20 per m². Location inferior to the subject.

414 Hickford Road Foxton. Sold May 2020 for \$2,580,000

This is a vacant block of 100.2861 hectares. \$2.57 per m². A much larger land area than the subject parent title.

81 Hickford Road Foxton. Sold June 2020 for \$1,390,000

This is a vacant block of 32.1803 hectares in two allotments. \$4.31 per m². A similar land area to the subject parent title.

62 Hickford Road Foxton. Sold June 2020 for \$880,000

This is a vacant block of 21.1194 hectares. \$4.16 per m². A similar land area to the subject parent title.

MARKET VALUE DEFINITION

Market value is the estimated amount for which an asset or liability should exchange on the date of the valuation between a willing buyer and a willing seller in an arms length transaction; after proper marketing and where the parties had each acted knowledgeably, prudently, and without compulsion.

NB: This may differ from the maximum amount obtainable or the amount actually paid for a particular property.

VALUATION

The subject property comprises three small areas of land, one of approximately 1500 m², one of approximately 705 m² and one of approximately 53 m² located at the intersection of Foxton Beach Road and Palmers Road at Foxton.

Land Value Area 3. 1,513 m ² @\$4.50	\$6,808
Land Value Area 2. 705 m ² @ \$4.00	\$3,172
Land Value Area 1. 53 m ² @ \$4.00	\$238

There is also the value of the seal in areas 1 and 2 to consider. While they were installed by the council at council cost, they are on land not owned by council and belong to the land owner. We calculate the value of the seal and concrete at \$10,000.

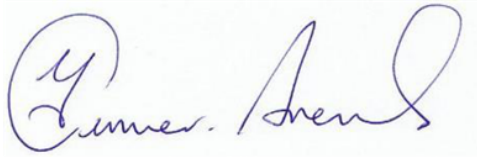
Total Value of Land being taken is therefore	\$13,410
Say	\$13,500
Total Value of land given in exchange	\$6,808
Say	\$7,000
A difference in value of	\$6,500

CONCLUSION

The subject property comprises a three small areas of land, one of approximately 1500 m², one of approximately 705 m² and one of approximately 53 m² located at the intersection of Foxton Beach Road and Palmers Road at Foxton.

Should you have any questions regarding this report, do not hesitate to contact the writer.

Yours Faithfully
TA Valuation Ltd

A handwritten signature in blue ink, appearing to read 'J Timmer-Arends', is written over a light blue rectangular background.

J Timmer-Arends BBS (VPM) ANZIV SPINZ
Member Royal Institute of Chartered Surveyors.
Registered Valuer



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



Identifier **WN28D/804**
Land Registration District **Wellington**
Date Issued 20 October 1988

Prior References
WN18B/372

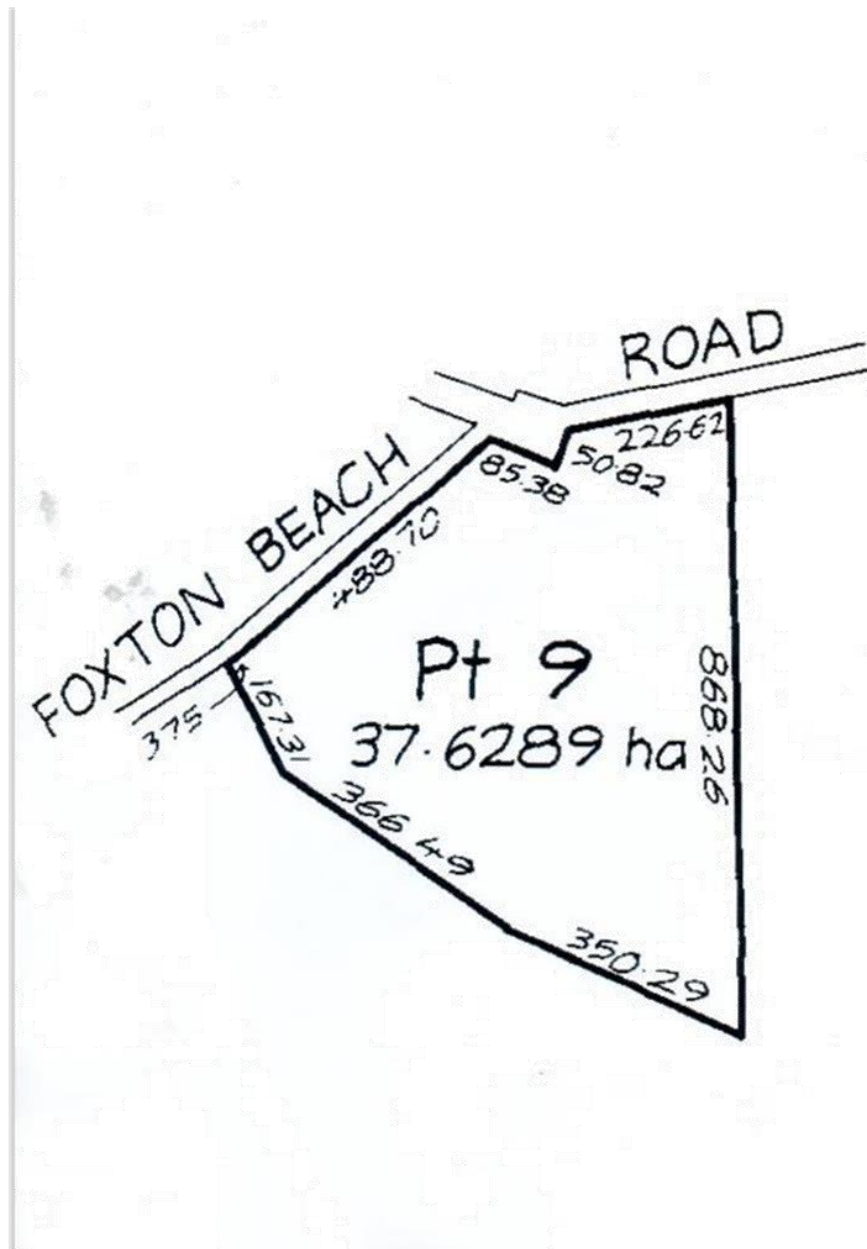
Estate Fee Simple
Area 37,6289 hectares more or less
Legal Description Part Lot 9 Deposited Plan 2590

Registered Owners

Interests

Transaction Id 61099980
Client Reference swood005

Search Copy Dated 23/07/20 11:35 am, Page 1 of 1
Register Only





Title Plan - SO 548836

Survey Number SO 548836
Surveyor Reference 201913 HDC Foxton Beach.nzt
Surveyor Victoria Joanne Loughlin
Survey Firm Drover Surveys
Surveyor Declaration I Victoria Joanne Loughlin, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 10 Jun 2020 11:40 AM

Survey Details

Dataset Description	Plan of Sections 1-4	Survey Class	Class B
Status	Approved as to Survey	Survey Approval Date	11/06/2020
Land District	Wellington	Deposit Date	
Submitted Date	10/06/2020		

Territorial Authorities

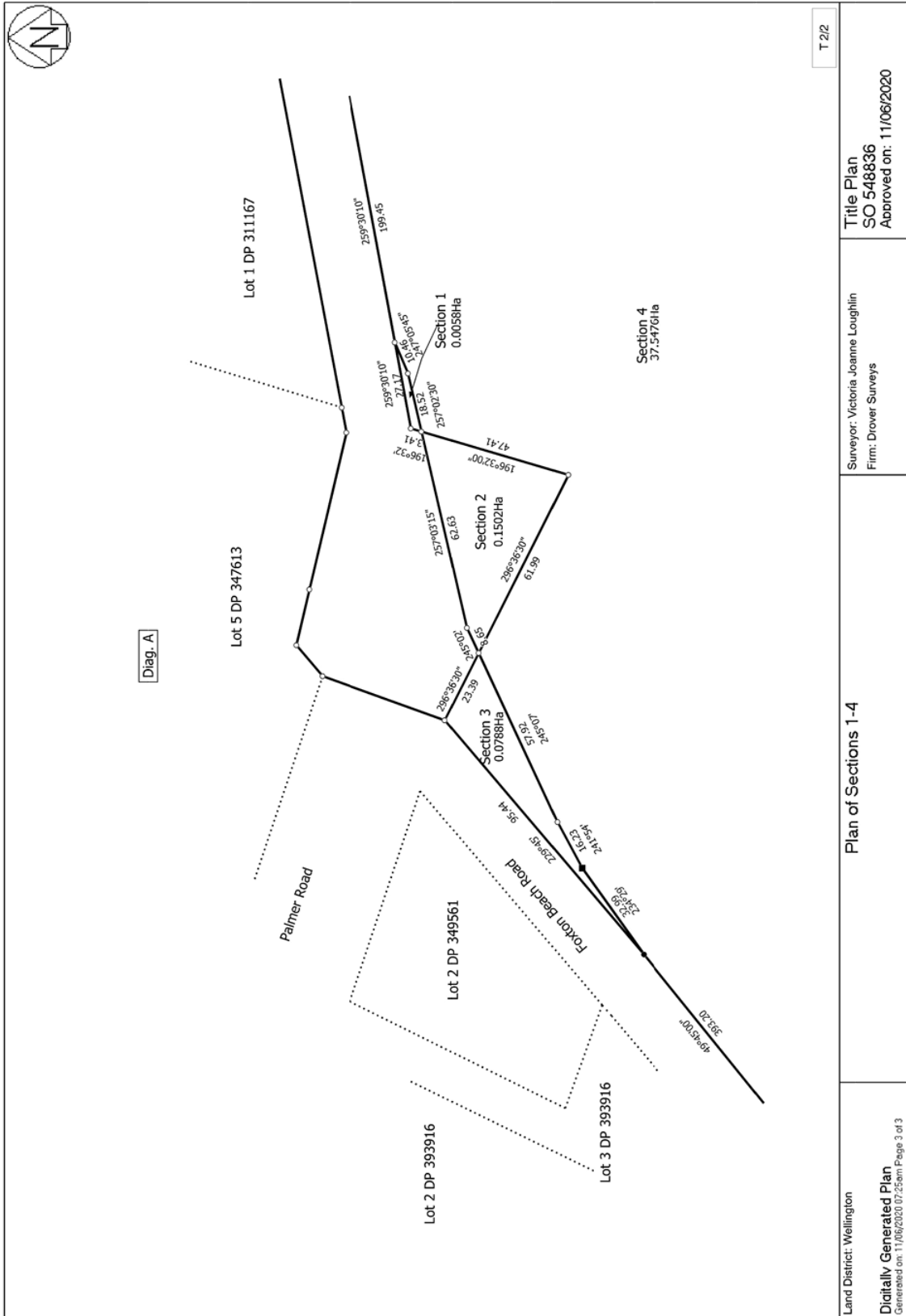
Horowhenua District

Comprised In

RT WN28D/804

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Section 1 Survey Office Plan 548836	Legalisation	0.0058 Ha	
Section 2 Survey Office Plan 548836	Legalisation	0.1502 Ha	
Section 3 Survey Office Plan 548836	Legalisation	0.0788 Ha	
Section 4 Survey Office Plan 548836	Fee Simple Title Road	37.5476 Ha	
Total Area		<u>37.7824 Ha</u>	



T 2/2

Land District: Wellington	Surveyor: Victoria Joanne Loughlin Firm: Drover Surveys	Title Plan SO 548836 Approved on: 11/06/2020
Plan of Sections 1-4		
Digitally Generated Plan Generated on: 11/06/2020 07:25am Page 3 of 3		



New Zealand Legislation
Local Government Act 1974

- Warning: Some amendments have not yet been incorporated
- with search matches not highlighted

Schedule 10
Conditions as to stopping of roads and the temporary prohibition of traffic on roads

ss 319(h), 342

Schedule 10: inserted, on 1 April 1979, by [section 3\(1\)](#) of the Local Government Amendment Act 1978 (1978 No 43).

Stopping of roads

- 1 The council shall prepare a plan of the road proposed to be stopped, together with an explanation as to why the road is to be stopped and the purpose or purposes to which the stopped road will be put, and a survey made and a plan prepared of any new road proposed to be made in lieu thereof, showing the lands through which it is proposed to pass, and the owners and occupiers of those lands so far as known, and shall lodge the plan in the office of the Chief Surveyor of the land district in which the road is situated. The plan shall separately show any area of esplanade reserve which will become vested in the council under [section 345\(3\)](#).

Schedule 10 clause 1: amended, on 1 October 1991, by [section 362](#) of the Resource Management Act 1991 (1991 No 69).

- 2 On receipt of the Chief Surveyor's notice of approval and plan number the council shall open the plan for public inspection at the office of the council, and the council shall at least twice, at intervals of not less than 7 days, give public notice of the proposals and of the place where the plan may be inspected, and shall in the notice call upon persons objecting to the proposals to lodge their objections in writing at the office of the council on or before a date to be specified in the notice, being not earlier than 40 days after the date of the first publication thereof. The council shall also forthwith after that first publication serve a notice in the same form on the occupiers of all land adjoining the road proposed to be stopped or any new road proposed to be made in lieu thereof, and, in the case of any such land of which the occupier is not also the owner, on the owner of the land also, so far as they can be ascertained.
- 3 A notice of the proposed stoppage shall, during the period between the first publication of the notice and the expiration of the last day for lodging objections as aforesaid, be kept fixed in a conspicuous place at each end of the road proposed to be stopped:
provided that the council shall not be deemed to have failed to comply with the provisions of this clause in any case where any such notice is removed without the authority of the council, but in any such case the council shall, as soon as conveniently may be after being informed of the unauthorised removal of the notice, cause a new notice complying with the provisions of this clause to be affixed in place of the notice so removed and to be kept so affixed for the period aforesaid.
- 4 If no objections are received within the time limited as aforesaid, the council may by public notice declare that the road is stopped; and the road shall, subject to the council's compliance with [clause 9](#), thereafter cease to be a road.
- 5 If objections are received as aforesaid, the council shall, after the expiration of the period within which an objection must be lodged, unless it decides to allow the objections, send the objections together with the plans aforesaid, and a full description of the proposed alterations to the Environment Court.

- 11/24/2020 Local Government Act 1974 No 66 (as at 22 October 2019), Public Act Schedule 10 Conditions as to stopping of roads and the tem...
Schedule 10 clause 5: amended, on 2 September 1996, pursuant to [section 6\(2\)\(a\)](#) of the Resource Management Amendment Act 1996 (1996 No 160).
- 6 The Environment Court shall consider the district plan, the plan of the road proposed to be stopped, the council's explanation under [clause 1](#), and any objection made thereto by any person, and confirm, modify, or reverse the decision of the council which shall be final and conclusive on all questions.
Schedule 10 clause 6: replaced, on 1 October 1991, by [section 362](#) of the Resource Management Act 1991 (1991 No 69).
Schedule 10 clause 6: amended, on 2 September 1996, pursuant to [section 6\(2\)\(a\)](#) of the Resource Management Amendment Act 1996 (1996 No 160).
- 7 If the Environment Court reverses the decision of the council, no proceedings shall be entertained by the Environment Court for stopping the road for 2 years thereafter.
Schedule 10 clause 7: amended, on 2 September 1996, pursuant to [section 6\(2\)\(a\)](#) of the Resource Management Amendment Act 1996 (1996 No 160).
- 8 If the Environment Court confirms the decision of the council, the council may declare by public notice that the road is stopped; and the road shall, subject to the council's compliance with [clause 9](#), thereafter cease to be a road.
Schedule 10 clause 8: amended, on 2 September 1996, pursuant to [section 6\(2\)\(a\)](#) of the Resource Management Amendment Act 1996 (1996 No 160).
- 9 Two copies of that notice and of the plans hereinbefore referred to shall be transmitted by the council for record in the office of the Chief Surveyor of the land district in which the road is situated, and no notice of the stoppage of the road shall take effect until that record is made.
- 10 The Chief Surveyor shall allocate a new description of the land comprising the stopped road, and shall forward to the Registrar-General of Land or the Registrar of Deeds, as the case may require, a copy of that description and a copy of the notice and the plans transmitted to him by the council, and the Registrar shall amend his records accordingly.
Schedule 10 clause 10: amended, on 12 November 2018, by [section 250](#) of the Land Transfer Act 2017 (2017 No 30).

Temporary prohibition of traffic

- 11 The council may, subject to such conditions as it thinks fit (including the imposition of a reasonable bond), and after consultation with the Police and the New Zealand Transport Agency, close any road or part of a road to all traffic or any specified type of traffic (including pedestrian traffic)—
- (a) while the road, or any drain, water race, pipe, or apparatus under, upon, or over the road is being constructed or repaired; or
 - (b) where, in order to resolve problems associated with traffic operations on a road network, experimental diversions of traffic are required; or
 - (c) during a period when public disorder exists or is anticipated; or
 - (d) when for any reason it is considered desirable that traffic should be temporarily diverted to other roads; or
 - (e) for a period or periods not exceeding in the aggregate 31 days in any year for any exhibition, fair, show, market, concert, film-making, race or other sporting event, or public function:
- provided that no road may be closed for any purpose specified in paragraph (e) if that closure would, in the opinion of the council, be likely to impede traffic unreasonably.
Schedule 10 clause 11: replaced, on 14 August 1986, by [section 14\(1\)](#) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).
Schedule 10 clause 11: amended, on 26 March 2015, by [section 5](#) of the Local Government Act 1974 Amendment Act 2015 (2015 No 20).
- 11A The council shall give public notice of its intention to consider closing any road or part of a road under [clause 11\(e\)](#); and shall give public notice of any decision to close any road or part of a road under that provision.
Schedule 10 clause 11A: inserted, on 14 August 1986, by [section 14\(1\)](#) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).
- 11B Where any road or part of a road is closed under [clause 11\(e\)](#), the council or, with the consent of the council, the promoter of any activity for the purpose of which the road has been closed may impose charges for the entry of persons and vehicles to the area of closed road, any structure erected on the road, or any structure or area under the control of the council or the promoter on adjoining land.
Schedule 10 clause 11B: inserted, on 14 August 1986, by [section 14\(1\)](#) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).
- 11C Where any road or part of a road is closed under [clause 11\(e\)](#), the road or part of a road shall be deemed for the purposes of—
- (a) *[Repealed]*
 - (b) the [Traffic Regulations 1976](#).

File No.: 20/541

Levin Domain - HKRFU Ground Lease

1. Purpose

Horowhenua Kapiti Rugby Football Union (HKRFU) has requested a lease from Council to install a new 350m² building at the Levin Domain. This report seeks a decision from Council on granting the lease.

2. Executive Summary

- 2.1 HKRFU wish to construct a new administration building, clubroom, community space and corporate box within Levin Domain adjacent to the Aquatic Centre. On that basis, they are requesting a 20-year lease with Council for their preferred site with a twenty (20) year Right of Renewal (forty (40) years in total).
- 2.2 A Memorandum of Understanding and lease documents have been drawn up for an area of land approximately 350m² within the locality of HKRFU's preferred location.
- 2.3 Council's leasing policy requires that leases over five (5) years be approved by Council. This lease is for 20 years plus 20 years being 40 years in total.

3. Recommendation

- 3.1 That Report 20/541 Levin Domain - HKRFU Ground Lease be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.
- 3.3 That the Horowhenua District Council does/does not grant a lease of twenty (20) years, with a right of renewal for a further twenty (20) years – forty (40) years in total.

4. Background / Previous Council Decisions

- 4.1 HDC owns the Levin Domain (Section 24 Levin Suburban) adjacent to the Levin Town Centre. The land is gazetted under the Reserves Act 1977 as a "reserve for recreational purposes".
- 4.2 HKFRU has a long-standing relationship with Horowhenua District Council, and have been in discussions with Council officers over a considerable number of years regarding options to develop and establish a permanent presence in the Horowhenua. Part of that approach is to establish the administration hub and clubrooms building.
- 4.3 The Community Leases Policy provides the rationale and framework for new leases. One of the conditions of the aforementioned Policy is the requirement that applications for community leases in excess of five years will be referred to Council for a resolution.

5. Discussion

- 5.1 At a meeting with HKRFU on Tuesday 11 August 2020, the CEO requested Officers to draw up a Lease and Memorandum of Understanding (MoU) regarding the matter for presentation to Council. The Lease and Memorandum of Understanding are provided as attachments to this report.

5.2 There are a number of matters outstanding that may/may not have an impact on Council's decision whether to grant a lease to HKRFU at the location. These are listed below:

Transforming Taitoko – Levin Domain, whilst not specifically included in the Transforming Taitoko agenda, could have a significant role to play in the Town Centre aesthetic and experience. The granting of the lease would tie-up a small proportion of the Domain for an extended period of time.

The ongoing use of the proposed HKRFU building, particularly as an administration block, may not be compatible with the longer term plans for the Domain under the Transforming Taitoko Strategy.

Levin Aquatic Centre Upgrade (LAC) – Council is considering a potential upgrade of the Levin Aquatic Centre. The proposed upgrade includes the area identified by HKRFU as its preferred site for the new build. This matter is discussed in the MoU which recognises the pre-eminence of the LAC over the proposed HKRFU build.

Clause 5 requires the new building to be “*compatible in terms of connectivity, sustainability, style, and design with the proposed upgrade to the LAC*”. Or failing that, Clause 6 requires the HKRFU to –

- 1) Relocate into a redeveloped LAC on site at the Levin Domain;
- 2) Relocate into a redeveloped Grandstand on site at the Levin Domain;
- 3) Relocate to a separate suitable location identified and owned by HDC not necessarily on the Levin Domain;
- 4) Relocate to an entirely different location not necessarily in the ownership of HDC.

It is understood that discussions between LAC Management and HKRFU Management are ongoing in relation to ensuring that the proposed new-build can be integrated into a reconfigured upgrade of the LAC.

Levin Domain Grandstand – The Levin Domain Grandstand under the Building (Earthquake-prone Buildings) Amendment Act 2016 will need strengthening, demolishing, or rebuilding prior to 1 July 2031 to meet the cut-off dates inherent in the legislation. Council may want to consider the need to strengthen/demolish/reconfigure the grandstand in the context of the request by HKRFU to establish an administration block and clubrooms on the Levin Domain.

6. Options

HKRFU has indicated they wish to establish a new building on the Levin Domain for the purpose of an administration block, clubrooms and Corporate Box.

HKRFU has further been clear that its highly preferred location is to establish the new building on the Levin Domain adjacent to the Levin Aquatic Centre.

HKRFU has not indicated an interest in any site other than its preferred site on the Levin Domain.

There is only one option presented and that is the preferred option of HKRFU, which is to establish its new building on the Levin Domain adjacent to the Levin Aquatic Centre as indicated on the First Schedule of the attached Lease document.

6.1 Cost

There are minimal costs involved in progressing a new lease with HKRFU. Both parties are responsible for their own costs regarding the preparation of the lease.

6.1.1 Rate Impact

There will be no rates impacts arising.

6.2 Community Wellbeing

To allow the lease application to be considered under the Community Leasing Policy, applicants are required to demonstrate the contribution the project will make to Council's Community Outcomes.

HKRFU, as an Incorporated Society, has provided supporting documentation that demonstrated the contributions that their activities make to Council's Community Outcomes.

6.3 Consenting Issues

There are no consents required or issues arising from the decision to determine the lease term. The MOU and lease agreement adequately document the requirements relating to consents required for the building.

6.4 LTP Integration

There is no LTP programme related to the determination of the lease term with HKRFU. There are no Special Consultative Processes required.

7. Consultation

There was no consultation required to be undertaken.

8. Legal Considerations

The Levin Domain is gazetted Reserve for recreational purposes under the Reserves Act 1977.

The lease and associated term of the lease align with the provisions of the aforementioned Act.

9. Financial Considerations

There is no financial impact related to the determination of the lease term.

10. Iwi Considerations

There are no Iwi considerations related to the determination of the lease term.

11. Climate Change Considerations

There is no climate change impact arising from the determination of the lease term.

12. Environmental Considerations

There are no environmental considerations related to the determination of the lease term.

13. Health & Safety Considerations

There is no health & safety impact arising from the determination of the lease term.

14. Other Considerations

There are no other considerations

15. Next Steps

Should the Council resolve to authorise the Chief Executive to enter into a new lease with HKRFU for twenty (20) years, plus a right of renewal for an additional twenty (20) years,

being a forty (40) year total term, next steps would be the formal execution of the lease by both parties.

It is anticipated that this can be actioned promptly once the resolution has been achieved.

16. Supporting Information



<p>Strategic Fit/Strategic Outcome</p> <p>The Levin Domain is a sports ground delivering a number of services to the community through Council's infrastructure Sports Portfolio.</p>
<p>Decision Making</p> <p>A Council decision is required to process the lease.</p>
<p>Consistency with Existing Policy</p> <p>Options provided for consideration in this report are consistent with existing strategic policy and the Long Term Plan.</p>
<p>Funding</p> <p>No funding is required to progress the lease.</p>

Risk Area	Risk Identified	Consequence	Likelihood	Risk Assessment (Low to Extreme)	Managed how
Strategic	Yes	High	High	High	Long term options to be considered following Council's decision
Financial	No				
Service Delivery	No				
Legal	No				
Reputational	No				

<p><u>Confirmation of statutory compliance</u></p> <p>In accordance with section 76 of the Local Government Act 2002, this report is approved as:</p> <ol style="list-style-type: none"> containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and, is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

17. Appendices

No.	Title	Page
A	MoU - HDC and HKRFU - 2020	102
B	Levin Domain Lease - HDC & HKRFU 2020	107

Author(s)	Ann Clark Parks & Property Lead South	
	Arthur Nelson Parks and Property Manager	

Approved by	Kevin Peel Group Manager - Infrastructure Operations	
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DATED

xxx 2020

BETWEEN

HOROWHENUA DISTRICT COUNCIL
(HDC)

AND

HOROWHENUA-KAPITI RUGBY FOOTBALL UNION
(HKRFU)

**MEMORANDUM OF UNDERSTANDING IN RELATION TO
PROPOSED HKRFU ADMINISTRATION BLOCK AT LEVIN DOMAIN**

PARTIES

1. **HOROWHENUA DISTRICT COUNCIL** being a territorial authority under the Local Government Act 2002 (“HDC”)
2. **HOROWHENUA KAPITI RUGBY FOOTBALL UNION (“HKRFU”)** being an Incorporated Society with an interest in managing and promoting Rugby Football in the Kapiti and Horowhenua Area.

BACKGROUND

- A. HDC provides a Sportsfield, Lighting and Grandstand on the Levin Domain (“the Domain”), on Queen Street (Section 24 Levin Suburban) adjacent to the Levin Town Centre for the purpose of playing sports. HKRFU is a significant user of the site in managing its annual playing schedule.
- B. HKRFU has expressed its intention to move its administrative function to the Levin Domain and has requested a Lease be provided by HDC (“Lessor”) to HKRFU (“Lessee”) to facilitate the erection of a new Administration Block, Club, and Community Rooms. HKRFU intend to fund and project manage the construction of the new Administration Block
- C. HDC has agreed to provide a lease to HKRFU to facilitate the requested Administration Block, Club and Community Rooms.
- D. HDC has advised HKRFU that it has an intention to redevelop the Levin Aquatic Centre (“LAC”) at some point in the mid to long-term and that the redevelopment of the site is likely to extend onto the Levin Domain whereupon HKRFU wish to establish its Administration Block, Club and Community Rooms.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE

1. That the Domain provides for a range of recreational activities including Councils aquatics function together with a series of other recreational opportunities including tennis and squash.
2. That the Domain is the pre-eminent location for HDC’s aquatics function and that construction of the new LAC will likely eventuate within the initial 10-year lease term awarded to HKRFU.
3. That the Domain is a significant anchor facility within the Levin Town Centre and as such is likely to be impacted by ongoing strategic developments including:
 - 1) Upgrade of the LAC;
 - 2) Seismic strengthening of the Levin Domain Grandstand;
 - 3) Council’s Destination Management Agenda;

- 4) The Transforming Taitoko Agenda;
 - 5) Other strategic and developmental projects and strategies.
4. That where possible, subject to confidentiality agreements and Council processes HKRFU will be consulted with (at the earliest convenience), where developments impact on its service/programme.
 5. That given the likelihood that the Domain will be subject to further development, HKRFU is required to ensure its Administration Block, Club and Community Rooms is compatible in terms of connectivity, sustainability, style, and design with the proposed upgrade to the LAC. For which purpose HKRFU will be provided with the current Concept Plan and Drawings subject to confidentiality.
 6. Alternatively, where HKRFU chooses not to ensure its Administration Block, Club and Community Rooms is compatible in terms of connectivity, sustainability, style, and design with the proposed upgrade to the LAC, and HDC has stated by written notice it is developing the LAC, HKRFU may be required to:
 - 1) Relocate into a redeveloped LAC on site at the Levin Domain;
 - 2) Relocate into a redeveloped Grandstand on site at the Levin Domain;
 - 3) Relocate to a separate suitable location identified and owned by HDC not necessarily on the Levin Domain;
 - 4) Relocate to an entirely different location not necessarily in the ownership of HDC.

In all such instances HKRFU will be required to negotiate and fund any and all costs of relocation itself, unless specifically allowed for by HDC as part of a development programme.
 7. The Parties agree and accept that the Levin Domain Sportsground whereupon the Administration Block is to be located may be used at any time for Council run or Private events, eg Matariki, concerts, sports tournaments not related to HKRFU, and/or used by other clubs and organisations including cycling, Brass Band, and football, athletics and other sports.
 8. Such events and/or use may cause noise or disruption not conducive to the running of an administration/office service for HKRFU. The Parties agree in such situations that HKRFU will have no recourse to legal action to block, discourage, delay or otherwise obstruct the authorised legal use of the Levin Domain where such use has been mandated by HDC.
 9. HKRFU agrees that it will not, either directly or indirectly, object to, oppose, or impede any application by HDC for the grant, renewal, variation or continuation of any consent, easement or other instrument necessary to give effect to its rights under this MoU.

10. The parties agree paragraphs 4-9 shall be binding and legally enforceable and HKRFU shall not be entitled to contest in any court of New Zealand or international law the provisions made therein.
11. The parties acknowledge they have entered into this Memorandum of Understanding (“**MoU**”) in the spirit of cooperation and good faith and will continue to work together to ensure its success. The parties will raise any issues in a timely manner and will work together to resolve any differences.
12. The parties acknowledge HDC is subject to the Local Government Official Information and Meetings Act 1987 and each consents to the other releasing this MoU pursuant to the provisions of that Act if necessary.
13. This MoU shall continue in full force for the full term of the lease and throughout any extension period agreed.

SIGNED AS A MEMORANDUM OF UNDERSTANDING

SIGNED for and on behalf of the said)
HOROWHENUA DISTRICT COUNCIL) _____
by its authorised signatory) Signature
)
) Kevin Shane PEEL
) PRINT Full Name
)
) GM Infrastructure Operations
) PRINT Title
)

SIGNED for and on behalf of the said)
HOROWHENUA KAPITI RUGBY) _____
FOOTBALL UNION by its authorised) Signature
signatory)
)
) _____
) PRINT Full Name
)
) _____
) PRINT Title

DATED _____ 2016

BETWEEN

**THE HOROWHENUA DISTRICT
COUNCIL**

Lessor

AND

**HOROWHENUA KAPITI RUGBY
FOOTBALL UNION INCORPORATED**

Lessee

DEED OF LEASE

Levin Domain

(10) years from xxx at the annual rental of \$805.91 plus GST payable annually in advance on the first day of xxx in each year subject to the following covenants, conditions and restrictions.

THE LESSOR AND LESSEE COVENANT AND AGREE AS FOLLOWS:

1. **THE** Lessor shall lease the land to the Lessee for a term of ten (10) years from the first day of xxx.
2. **THE** Lessee shall pay to the Lessor the annual rental of \$805.91 plus GST payable by an annual payment in advance on the first day of xxx in each year such rent to be duly and punctually paid to the Lessor at Levin free from all deductions. Where the Lessee is in breach of this provision the Lessor may charge a default interest rate of 10%
3. **THE** Lessor and Lessee contemplate that during the term of this lease the annual rent shall be reviewed each three (3) years commencing with the first review on the first day of xxx as set down in policy by HDC.
4. **THE** Lessee shall duly and punctually pay and discharge all rates, taxes and assessments now levied or payable and at any time during the said term levied or become payable together with Goods & Services Tax thereon in respect of the said land, the annual rates charge for sewerage being invoiced to the Lessee separate to the annual rental, along with water by meter being charged separately. Where any outgoing is not separately assessed or levied in respect of the land then the Lessee shall pay such proportion based on the area leased by the Lessee.
5. **THE** Lessee shall use the land and the Administration Block erected thereon solely for the purpose of a facility for the administration of rugby, and to provide club and community rooms:
 - a. **THE** Lessee is required to make substantial expenditure to enable the land to be used for the purposes of the Lessee. It is a specific requirement of the Lessor that the Lessee not start any work on the land until the Lessee has secured and has available to it for drawing upon as the need arises, sufficient unencumbered funds to enable the full scope of the site development works to be completed in a reasonable period of time. The Lessee nor any person or organisation acting for it shall take possession of the land until the Lessee has proved to the full satisfaction of the Lessor that the Lessee has sufficient unencumbered funds to complete the construction of the proposed administration block and community rooms.

b. **THE** Lessee shall provide to the Lessor such documentary evidence as the Lessor considers is reasonably necessary to enable the Lessor to confidently grant the right of possession of the land as stated above.

6. **THE** Lessee shall not undertake any building works as defined by the Building Act 2004 or any subsequent amendment(s) without the prior written approval of the Lessor, and all plans for the building works need to be lodged in advance and agreed with the Lessor prior to commencing works.
7. **THE** Lessee is required to gain all resource and or building consents necessary at its cost to initiate and complete the works.
8. **THE** Lessee will conduct all operations in a proper and efficient manner and maintain the standard and upkeep of the land and administration block and community rooms to the satisfaction of the Lessor. The Lessee will also comply strictly with all Acts, Regulations and Bylaws now or in the future, as such are applicable to the Lessees activities and occupation of the land, with particular reference to the control of noise which may emanate from the activities within the Administration Block which could create a disturbance for neighbouring residents.
9. **THE** Lessee will ensure all activities relating to the administration and management of the HKRFU are completed within the "Working Day". The Working Day is between 6.00am and 7.00pm.
10. **THE** Lessee will be required on the completion of any Working Day to adequately secure and lock-up the Office and Levin Domain Sportsfield so as to prevent any unauthorised access.
11. **THE** Lessee shall not assign, sublet, transfer, mortgage or part with possession of the land or any part or parts thereof (including any improvements on the land) provided that the Lessee may with the prior written consent of the Lessor sublet the Administration Block to approved sports bodies or organisations for specific sporting or community activities.
12. **THE** Lessee shall not erect or allowed to be displayed any advertising sign or advertising matter of any description on any part of the exterior of the Administration Block. The Lessee may, with the prior written consent of the Lessor, display sponsorship signage.
13. **THE** Lessee shall not do or cause or suffer or permit to be done in, or around the land or to the foliage thereon anything which may prejudice the Lessor in its tenure or control of the

land, or render the Lessor liable to any action, claim, demand or proceedings whatsoever and the Lessee does indemnify the Lessor from any loss or damage arising out of any such action, claim, demand or proceedings aforesaid. Nothing in this lease shall be construed as guaranteeing that the Lessor warrants that the land is suitable for the purposes of the Lessee.

14. **THE** Lessee shall insure and keep insured within the meanings ascribed to those words and in the Fourth Schedule of the Land Transfer Act 1952, all improvements to be on the land, and shall deposit with the Lessor every such policy of insurance, and produce to it the receipt of the annual or other premiums payable on account thereof, and all monies received pursuant to any such insurance shall be expended in or towards the repair, reinstatement and re-erection of improvements on the land.
15. **THE** Lessee shall make available and at no cost to the Lessor, details of actual and projected income and expenditure from all sources and such other financial and operational details including Auditor's reports as may reasonably be requested by the Lessor from time to time.
16. **THE** Lessee shall make ongoing financial provision for the maintenance including cleaning and waste disposal, and periodic renovation of the Administration Block to be erected on the land, so as to be able to meet both planned and unplanned/reactive maintenance requirements as they occur.
17. **NEITHER** the Lessee nor any of its invitees, spectators, guests and users, using the land and Administration Block shall have the right to park or drive any motor vehicle of any description on any part of Levin Domain except on those parts of Levin Domain laid out and made available from time to time by the Lessor as the administering authority of the Park, for the parking and driving of motor vehicles.
18. **THE** Lessee acknowledges that the Lessor will not be required to make or allow for any parking spaces within or adjacent to the Levin Domain for the purpose of parking any vehicles whether staff, assigns, visitors, guests, agents, contractors, or sub-contractors that may have business to visit the administration block and community rooms for any purpose whatsoever.
19. **IN** the event that the construction of the proposed Administration Block on the land requires or results in the disturbance of the Lessor's services such as water, power, gas or other services laid through part of the land, the Lessee shall at its own cost in all things and at the

sole option of the Lessor, relocate and/or reinstate the services. The Lessee shall bear all responsibility and costs for the connection of any services to the Administration Block that the Lessee requires.

20. **THE** Lessee shall allow other users access to the land and provided they are associated with a sports club or similar organisation, or are members of the community given leave to use the premises, and if the Lessor is of the opinion at any time that the land is not being used, or not being sufficiently used for the purpose specified herein making such enquiries as it sees fit and giving the Lessee the opportunity of explaining its usage, if the Lessor is satisfied on reasonable grounds that the land is not being used or not being sufficiently used for any purpose specified herein, it may terminate this lease on such terms as it decides and in particular it is further agreed and declared that:

- a. *The Lessor shall not do or suffer any matter or thing upon the land which may be or become a nuisance or annoyance to the owners or occupiers of adjoining, neighbouring land, premises or buildings.*
- b. *The Lessee must ensure it meets the requirements of the Health and Safety at Work Act in terms of its operations, and those of the Lessor.*
- c. *The Lessor, its officers, agents, servants, workmen or assigns shall be entitled to enter the Administration Block and Community Rooms at all reasonable times during daylight hours after giving to the Lessee not less than twenty-four (24) hours prior notice to view the state of repair and condition of the land and the Lessee's improvements thereon, **AND TO GIVE NOTICE** to the Lessee of all defects and repairs which are the responsibility of the Lessee, and the Lessee shall carry out such repairs within fourteen (14) days of such notice, to the full and reasonable satisfaction of the Lessor. Should the Lessee fail to complete such works within the prescribed fourteen days the Lessor may undertake the repairs on behalf of the Lessee and charge the full cost back to the Lessee at the Lessee's cost.*
- d. *If the Lessee makes default in payment of the rent herein reserved on the days on which it shall fall due, or in case of a breach by the Lessee of any of the terms and conditions herein expressed or implied being continued for fourteen (14) days after written notice stating the nature of such breach has been given by the Lessor to the Lessee, it shall be lawful but not obligatory for the Lessor forthwith and without making any demand or giving any notice, to re-enter the land whereupon the term of*

years hereby created shall cease and determine, but without releasing the Lessee from any liability for any previous breach of its obligations hereunder.

- e. The Lessee shall keep the land clean and clear of rubbish or unsightly or inflammable accumulations at all times and keep the land tidy to the satisfaction of the Lessor.*
- f. The Lessee is required to maintain the area free from all weed species and pests as required under HDC's pest management plans.*
- g. The Lessee is required to ensure all stormwater and drainage ditches are maintained to facilitate effective dispersal of ground water and flooding.*

21. **NOTWITHSTANDING** the above the Lessor may give six-months, notice to the Lessor in writing to vacate, uplift and relocate the Administration Block within an agreed time-scale to facilitate a development as defined in Clause 3 of the accompanying MoU. This clause will not be exercised maliciously or arbitrarily, and every effort will be made to seek a position agreed by both parties. The Lessor's option under this clause will be exercised solely in respect of the developments alluded to above. Where agreement is not achievable, HDC will be the sole arbiter.

22. **THE** public shall be entitled to reasonable access to the land and shall not be deemed to be trespassers while on or in the land, subject to the following:-

- a. The Lessee may prescribe, as to not more than 40 days in any year as it thinks fit, that the public shall not be entitled to have admission to the land or to any part or parts thereof which are set apart for a particular purpose or purposes unless on payment of a reasonable fee or charge, such prescription to be agreed with the Lessor;*
- b. The Lessee may have or may grant to any person, body, voluntary organisation, or society (whether incorporated or not) the exclusive use of the Administration Block or any part thereof on any one (1) or more of the days provided for in clause 17(a), but not for more than six (6) consecutive days at any time, with authority to demand a reasonable fee or charge for admission from that person, body, voluntary organisation, or society;*
- c. The Lessee may, at all times, charge the public a reasonable fee for the use of facilities within the Administration Block; and*

d. The Lessee shall at least three (3) months before the commencement of each lease year (excepting the first least year when the Lessee shall within one (1) month of the commencement of the lease) notify in writing to the Lessor the admission fee or fees it proposes to impose for the coming lease year. If in the sole opinion of the Lessor the proposed fee or fees or any part thereof are unreasonably high or may unfairly disadvantage any particular sector of the community, then the Lessor shall have the right to impose a fee as it considers reasonable. The Lessor shall not, by virtue of it exercising the rights of veto and imposition expressed and implied herein, be liable for make up to the Lessee any actual or predicted shortfall in the Lessees operating budget.

23. **THAT** the Lessee may at its discretion make the whole or part of the land and Administration Block available from time to time, at reasonable or nil charges, to such other voluntary and educational organisations using Levin Domain for activities associated with outdoor sporting activities or in special circumstance, for recreational or community activities not directly associated with outdoor recreation.
24. **THAT** these terms and conditions are intended to take effect as a lease pursuant to the Reserves Act 1977, the Regulations made thereunder applicable to such a lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
25. **THAT** the Lessee paying the rental and observing all and singular the agreements and conditions on the part of the Lessee herein expressed and implied, shall quietly hold and enjoy the land during the continuance of the lease without interruption by the Lessor or any person claiming under it. Such provisions subject to events organised and managed by HDC, its assigns and agents, and Private Events licensed by HDC, or use of the Levin Domain by other organisations and groups so allowed.
26. **THE** Lessee agrees and covenants it shall have no recourse to legal means to dissuade, discourage, or debar legitimate and legal access to the Levin Domain as outlined above in Clause 25, where HDC has agreed to such use.
27. **THAT** the Lessor shall not be liable or responsible in respect of any injury that may be sustained by any person, or damage to the Lessees, its visitors, guests , agents, servants or workmen's property at any time on the land caused by fire, theft, water or otherwise.

28. **THAT** the Lessee shall indemnify the Lessor against all or any claim, injury, loss or damage which may arise during the construction, erection or operation of any authorised works on the land, including permitted alterations, maintenance or additions thereto and shall further indemnify the Lessor and the Crown acting by and through the Minister of Conservation, against any and all claim, injury, loss or damage which may arise during the said term.
29. **THAT** the Lessor shall be at liberty upon giving to the Lessee not less than fourteen (14) days' notice in writing to enter upon the land for the purposes of carrying out surveys, investigations or setting up permanently or temporarily, structures or installations for the purpose of a public work or for the benefit of the public. In the event of such entry and works causing proven loss or damage to the Lessee the rent shall abate in fair and reasonable proportion to the extent to which the land shall for the time being be untenable and unfit for occupation.
30. **THAT** if and whenever the improvements or any one of them forming the whole or part of the land shall be destroyed by fire, earthquake, tempest, aircraft or inevitable accident or so materially damaged as to be wholly untenable or unfit for occupation either party may, within twenty eight (28) days after such destruction or damage, terminate this lease by notice in writing delivered or posted to the other, but without discharging the Lessee from liability for rent due up to the date of such destruction or damage, or for any previous breach of any agreement or conditions herein expressed or implied.
31. **THAT** if neither party hereto elects to terminate this agreement as provided at clause 30 above, the Lessee shall notify the Lessor within six (6) weeks from the happening of such destruction or damage, whether the Lessee intends to restore or reinstate the improvements on the land.
32. **THAT** if the Lessee elects to restore or reinstate the said improvements pursuant to clause 25:
- a. *The rent in respect of the land shall abate and stop to be payable as from the date of such destruction or damage, until the damage shall be made good; and*
 - b. *The parties shall agree upon a period of reconstruction of the improvements; and*
 - c. *Unless such restoration or reinstatement shall be completed within such period as shall be agreed upon between the parties, the Lessor shall have the right forthwith*

to terminate this lease by notice in writing but without prejudice to the rights of either party hereto in respect of any matter or thing arising prior to such termination; and

d. If the Lessee elects not to restore or reinstate the said improvements this lease shall be deemed to have been terminated as from the date of destruction or damage.

33. **THAT** if the said improvements shall be damaged by fire, earthquake, tempest, aircraft or inevitable accident, but not so as to render the land wholly untenable or unfit for use and occupation, the Lessee may reinstate the same and during the course of such reinstatement, the rent hereby reserved shall abate in fair and reasonable proportion to the extent to which the said improvements shall for the time being be untenable and unfit for use and occupation.

34. **THAT** if any dispute shall arise as to whether the land and any improvements thereon or any part thereof is tenantable or fit for use and occupation or as to the period of reconstruction or as to the amount or period of abatement of rent, the same shall be referred to an arbitrator to be agreed upon between the parties and failing such agreement to two arbitrators, one to be appointed by the Lessor and one to be appointed by the Lessee, failing the agreement of the two arbitrators by an umpire to be appointed by them and for the purpose of such arbitration these presents shall be determined to be a submission to arbitration within the meaning of the Arbitration Act 1996.

35. **IN** any case where it shall be necessary to give any notice for the purpose of terminating this lease or any other power or authority which may be exercised hereunder by the Lessor, it shall be sufficient if such notice be given or power exercised, as the case may be, by or on behalf of the Lessor or any person authorised by it for that purpose.

36. **ANY** costs incurred by or on behalf of the Lessor in the recovery of rent owed by the Lessee or in the enforcing of any notice duly served on the Lessee by the Lessor and the Lessor's agents, including commissions and agents fees and legal fees, shall be payable in full by the Lessee and recoverable as rent.

37. **THE** Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:

- a. the same breach on any later occasion; or*
- b. any other obligation in this lease.*

38. **ANY** notice required by this lease may be served upon the Lessor by being left at its Civic Administration Building, 126 Oxford Street, Levin, and may be served upon the Lessee by being given to or left at or sent addressed to the Lessee through the ordinary post or left at or affixed to the land or any structures or improvements thereon and any notice so served shall be deemed to be given to every person claiming any interest in the land.
39. **IF** the Lessee has given written notice to the Lessor to renew the lease at least three (3) calendar months before the end of the current term then the Lessor will grant a new lease on the same terms and conditions for a further ten (10) years calculated from the expiration of the ten (10) year term immediately prior, subject to the following:
- a. *The Lessee is not in breach of this lease at the date of giving notice;*
 - b. *In the opinion of the Lessor there is sufficient need for the sports, games or recreational activities specified within this lease;*
 - c. *In the opinion of the Lessor that in the public interest the leased area or any part thereof is not required for other purposes;*
 - d. *The Lessor is satisfied with the use then being made of the leased area and in the opinion of the Lessor likely to be made of the leased area;*
 - e. *The calculation of the next Rent Review date shall continue from the date of the last Rent Review;*
 - f. *This right to renew may be exercised by the Lessee once; and*
 - g. *The parties intend to utilise the right to renew the lease as an opportunity to raise any concerns, issues or proposed variations to the lease but acknowledge that this does not place any obligations on either party to agree to a variation of the lease.*
40. **THE** Administration Block shall remain the exclusive property of the Lessee and the Lessor shall not be called upon or be liable to pay on the expiration or sooner determination of this lease any compensation for any improvements or buildings affected or erected by the Lessee on the said land, but the Lessee will be entitled to remove any such buildings or improvements within a specified time of six (6) months if so desired, subject to reinstating the previously leased area to the same standard as at the start of the lease.

41. **THE** Lessee hereby accepts the lease of the land in its existing condition to be held by it as tenant and subject to the conditions, restrictions and agreements set forth herein.
42. **THE** expressions “the Lessor” and “the Lessee” shall where not inconsistent with the context hereto, extend to and include the executors and administrators and successors of the Lessor and Lessee respectively and the assigns of the Lessor and the permitted assigns of the Lessee respectively and the singular shall include the plural and the masculine shall include the feminine and where any party is an Incorporated Society or Registered Charitable Trust shall include such. Notwithstanding the above any assignment to the executors, administrators, and successors of the Lessee that departs from the context under which this lease is granted will be exclusively at the discretion of HDC.
43. **THE** powers, rights and authorities vested in the Lessor by these presents shall be exercised on its behalf by the Chief Executive Officer or such other officer as may from time to time be so authorised.
44. **EACH** party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Lessee shall pay the Lessor's reasonable costs incurred in considering any request by the Tenant for the Lessor's consent to any matter contemplated by this lease, and the Lessor's legal costs (as between lawyer and client) of and incidental to the enforcement of the Lessor's rights remedies and powers under this lease.
45. **THE** Lessee must comply with the Rules of the Horowhenua District Council at all times. The current rules are annexed as the Second Schedule. Where any of the Rules of the Horowhenua District Council are inconsistent with the above terms of this lease, the Rules of the Horowhenua District Council shall be paramount. The Horowhenua District Council reserves the right to change the Rules of the Horowhenua District Council in its absolute discretion without giving prior notice to the Lessee. The Lessee acknowledges that it will be bound by any subsequent changes to the Rules of the Horowhenua District Council.
46. **THE** Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Premises.

IN WITNESS WHEREOF THIS DEED HAS BEEN EXECUTED AT LEVIN THIS

..... DAY OF 2020

SIGNED by)
)
)
)
 _____)
 Full Name) *Elected Councillor*
)
)
 _____)
 Full Name)
)
 in the presence of:) *Elected Councillor*
) *For and on behalf of*
Horowhenua District Council

Witness Signature

Name

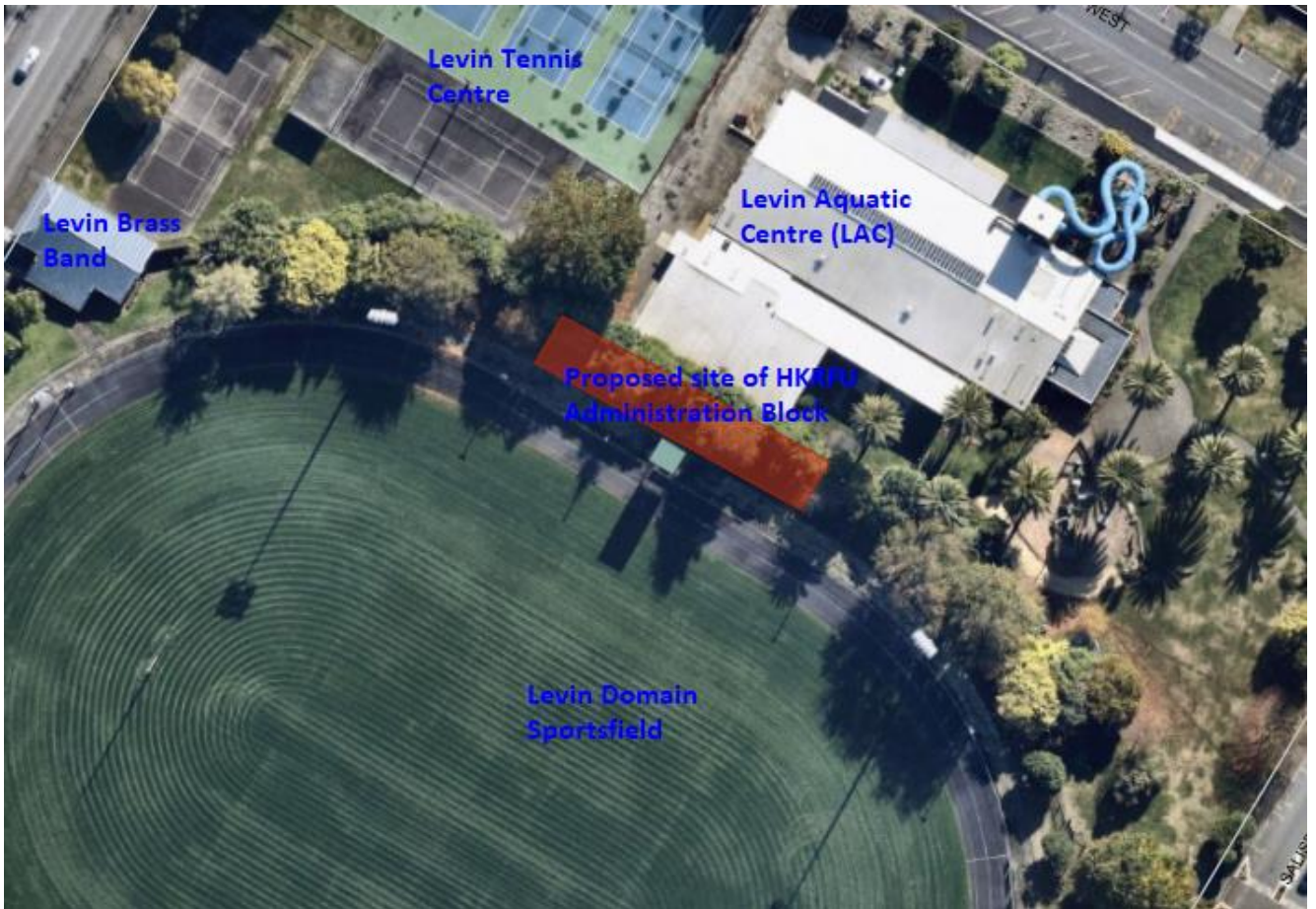
Address

Occupation

EXECUTED as a Deed by affixing)
 the common seal of **HOROWHENUA**)
KAPITI RUGBY FOOTBALL UNION)
INCORPORATED in the presence of:)

Chairman of the Board

Executive Officer / Board Member (*delete as applicable*)





RULES OF THE HOROWHENUA DISTRICT COUNCIL

Preamble

These rules are made for the safety, care, operation and cleanliness of the Horowhenua District and Council's property; and for the preservation of good order, safety and comfort of visitors, neighbours and Council staff.

1. Interpretation

"Common area(s)" includes areas that are open to the public.

"Council" means the Horowhenua District Council and its agents.

"Council land" means any land, real property, structure or building owned or leased (whether in full, or in part) by the Council, including buildings owned by the Lessee.

"Premises" includes any leased or occupied land, building(s) or structure(s).

"Rules" means the Rules of the Horowhenua District Council - Use of Council Land.

"Tenant" means any person(s) or organisation(s) who lease, use or occupy Council land for any period of time whether by Deed to Lease, Licence to Occupy, Permit, Verbal Agreement or otherwise and includes their employees and agents.

"Normal trading hours" means 9:00 am to 6:00 pm Monday to Friday; and 10:00 am to 4:00 pm Saturday; and excludes public holidays.

2. Application

Any agreements, whether written or otherwise, which relate to the use and occupation of Council land and refer to these rules or the 'Rules of the Horowhenua District Council' are subject to these rules. Where an agreement is inconsistent with these rules these rules shall apply unless expressly stated to the contrary that these rules do not apply, subject to clause 3 "Variation".

3. Variation

The Council reserves the right to vary these rules at any time in its absolute discretion without prior consultation with or notification to the Tenant.

The Tenant will adhere to any variations to these rules from the date of variation, unless their agreement/lease expressly provides to the contrary.

4. Obstruction

The Tenant will not obstruct or permit the obstruction of any part of the common areas or any chattels, appurtenances or conveniences of Council. Without limiting the generality or enforceability of the above obligation, the Tenant acknowledges that the Council will be entitled to remove and store at the Tenant's risk and expense any item(s) left or placed by or on behalf of the Tenant in the common areas.

5. Protection of Light

The Tenant will not cover or obstruct any lights or other means of lighting and illumination in the common area(s).

6. Waste Management

The Tenant will not throw, drop or permit to be thrown or dropped any rubbish or other article or substance from or out of Council land.

The Tenant will actively support any waste management strategy of the Council including, but not limited to sustainability, recycling, and organic waste management.

7. Security

The Tenant will use its best endeavours to protect the premises from theft, vandalism and robbery and will keep all doors, windows, and other openings closed and securely fastened when the premises are not in use. If the premises are not secured in the above manner then the Tenant authorises the Council to secure the premises in such manner as the Council determines is necessary in the circumstances, at the cost of the Tenant.

The tenant must comply with the Council's reasonable directions and requirements in relation to the security of the exclusive and common areas.

8. Keys and Access Cards

If the Council has provided any keys or access cards to the Tenant then the Tenant will not permit them to come into the possession or control of any person(s) or organisation(s) other than the Tenant, its employees, or agents and will return the keys or access cards to the Council on the expiration or termination of the agreement/lease.

Lost keys or access cards will be replaced by the Council at the cost of the Tenant.

The Tenant will provide to the Council an afterhours contact number.

9. Rubbish

No rubbish is to be burned on the premises, including in the common area(s).

10. Soliciting

The Tenant **must not** solicit business in the common area(s) nor distribute leaflets, pamphlets or other advertising material on any vehicles parked in the common area(s).

The Tenant **must not** use audio visual equipment, amplifiers or loud hailers in the common area(s) without the prior written consent of the Council's Parks and Leisure Manager.

11. Closing of Premises and Building

The Tenant will observe and comply with any reasonable closing of the Premises, building(s), or common area(s) by the Council.

The Tenant will observe and comply with any direction prohibiting the Tenant from entering or remaining on the premises (or part thereof) at such hours as the Council may reasonably determine and at all other times at which the premises or common area(s) are required to be closed by operation of law.

12. Restrictions on Use of Common Areas

The Tenant's right to use the common area(s) will always be subject to the control of the Council and to the provisions for the making of rules. In particular, but without limitation, the Tenant will observe all restrictions imposed by the Council from time-to-time to:

- (a) Either prohibit or restrict parking by Tenants or employees of Tenants or their agents and (in the case of restriction) to designate an area which may be reserved for parking by Tenants, their employees and agents. No previous allowing of such parking will prevent the Council from imposing a total prohibition;
- (b) (Where parking is allowed) require the Tenant to provide a full list of the registration numbers of all vehicles of the Tenant, its employees, agents and contractors;
- (c) Close any part of the common area(s) to the extent that they may be required by law to prevent such common area(s) becoming dedicated or to prevent any rights accruing to any person or the public other than to the benefit of the Council; and
- (d) Close for such time as may be necessary such part of any parking area as may be required to be repaired or surfaced and to vary the location and extent of any parking area.

13. Liquor

The Tenant will not at any time permit the sale of intoxicating liquor within the premises unless it is in accordance with all licensing laws and the permitted business use.

If intoxicating liquor is consumed within the premises, the Tenant will ensure that all laws governing the consumption of intoxicating liquor are fully complied with by the Tenant and people under the control of the Tenant.

14. Eviction

The Council reserves the right to exclude or evict from the premises any person who, in the opinion of the Council:

- (a) Is under the influence of intoxicating liquor or drugs including, legal synthetic drugs; or
 - (b) Willfully does any act in violation of these Rules; or
 - (c) Is a nuisance to other people; or
 - (d) Acts in threatening manner toward any other person
- within or on the premises.

15. Pests and Disease Control

The Tenant will take all reasonable steps to keep the premises free of rodents, insects, reptiles and pests. This includes, but is not limited to, engaging a Pest Controller to lay traps and poison.

If the Tenant does not comply with this rule, the Council will be entitled to engage a Pest Controller and charge all costs to the Tenant and collect the costs in the same manner as rent in arrears.

The Tenant will promptly bring to the attention of the Council the presence of any notifiable diseases.

Where the Tenant believes an exotic disease or pest is, or has been, present on the premises, the Tenant will notify the Ministry of Agriculture and Fisheries Exotic Disease and Pest Hotline (0800 809 966 - as at February 2014).

16. Cleaning of Tenant's Area

The Tenant is responsible for the cleaning of the Tenant's own premises.

The Tenant will keep the premises in a good state of preservation and cleanliness and will not allow accumulations of dirt, rubbish or useless property in or about the premises, including any common area(s).

In the event that the Tenant does not keep the premises in a good state of preservation and cleanliness and this will, in the opinion of the Council, reflect poorly on the Council or the District, the Council may engage a professional cleaning service to clean the premises, at the sole cost of the Tenant. The Council will not be responsible to the Tenant for any loss or damage to the property of the Tenant caused by such cleaning services.

17. Signage

The Tenant will not at any time allow any sign to be displayed that refers to any closing down of the organisation or expiration or termination of the agreement/lease.

The Tenant will not display show cards, price tickets, or similar that are not professionally presented.

18. Aerials

The Tenant will not erect or affix to any building or structure on the premises, any radio or television mast, or telecommunications antenna unless the Council has first consented in writing. In the event that the Council gives such consent and subsequently considers that the rights or interests of other Tenants are being adversely affected, then such consent may be modified or withdrawn on the giving of 14 days' notice.

19. Sound Reproduction Apparatus

The Tenant may operate any musical instrument, compact disk, digital audio file, cassette tape or record player, radio, television set, amplifier or other sound reproduction apparatus within the premises in a manner that does not interfere with the Council, its Tenants, its customers or its neighbours.

20. Occupation of Premises

In no event will the Tenant allow any person to sleep or reside on or in the premises.

21. Animals and Pets

Except in accordance with the permitted business use, no animals, insects, birds or pets will be kept in or about the premises.

22. Statements

The Tenant will not issue statements, verbal or written, to the media in respect of the Council.

23. Interference with Machinery

The Tenant will not interfere with or attempt to control any machinery owned or leased by the Council.

File No.: 20/555

Adoption of Foxton Beach/Te Wharangi Community Plan

1. Purpose

To present the Foxton Beach/Te Wharangi Community Plan for Council adoption.

2. Executive Summary

- 2.1 Council is working to develop community plans for the settlements throughout the district to gain an increased understanding of local communities, identify aspirations and priorities, while improving the relationship between Council and the community. The development of community plans is supportive of the Horowhenua 2040 Strategy and is a method intended to support community wellbeing and resilience.
- 2.2 The Foxton Beach/Te Wharangi Community Plan was led by the Foxton Beach Progressive Association with support from officers and developed based on feedback from the community. The plan sets out the vision, values, priorities and actions for the community. The Plan has been in development since early 2019. The Foxton Beach/Te Wharangi Community Plan is now being presented to Council for adoption. The development of the Plan is the first step of an ongoing journey.

3. Recommendation

- 3.1 That Report 20/555 Adoption of Foxton Beach/Te Wharangi Community Plan be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.
- 3.3 That Horowhenua District Council adopts the Foxton Beach/Te Wharangi Community Plan.
- 3.4 That Council considers provision of funding for actions identified in the Foxton Beach/Te Wharangi Community Plan as part of the development of its Long Term Plan 2021-2041.

4. Background / Previous Council Decisions

- 4.1 The development of community plans throughout the district is aligned with the Horowhenua 2040 Strategy (H2040) and Council's Community Outcomes. Through the development of H2040, Council has gained an increased understanding of the issues and challenges affecting its communities and their aspirations for the future. Core aspects of the H2040 Strategy are to protect and enhance community wellbeing, empowering communities and increase community resilience.
- 4.2 Community Plans assist in understanding the needs, values and aspirations of specific communities, and deliver planning and actions from the bottom-up. Community Plans are being developed for each of the district's communities. Council adopted the Waitārere Beach Community Plan earlier this year and recently the Ōhau and Manakau Community Plans. Community plans are currently being prepared for Foxton Beach and Levin. Each plan identifies a vision, priorities and actions for the community it relates to. The development of this Community Plan has been different to the other Community Plans in that this process has been lead and driven by the Community. This approach is consistent with the approach that Council is striving for, with the second version of the adopted Community Plans where Council takes less of a leading role and the next version of the plan is driven and lead by those communities. It has been a credit to the Foxton Beach Progressive Association that

they have had the capability and capacity to successfully lead the development of this Community Plan.

- 4.3 For Council, community plans help provide an understanding of community priorities, inputs into Council's planning processes (e.g. Long Term Plan, Reserve Management Plans), support community-led initiatives and strengthen the relationships between Council and its communities throughout the district.

5. Discussion

The Foxton Beach/Te Wharangi Community Plan has been in development since early 2019. The Foxton Plan was led by the Foxton Beach Progressive Association with support from officers and developed based on feedback from the community. The Plan sets out what is important to the community it relates to and the areas the Council and community should work together on for the future.

- 5.2 The Plan provides background information on the purpose and development of the Plan, history of the area and a snapshot of statistical information. It outlines the community's vision, values, priority areas and actions. It is expected that the document will evolve and the actions will be updated over time as the community needs and context change.

Foxton Beach/Te Wharangi Community Plan Discussion:

- 5.3 Development of the Foxton Beach/Te Wharangi Community Plan started in early 2019. The initial round of engagement was an information gathering exercise with the community encouraged to put forward their ideas. An engagement exercise was done with the children of Foxton Beach School where roughly 120 students participated answering a range of questions, numerous community sessions and meetings led by the Foxton Beach Progressive Association, Facebook posts and a survey was undertaken. This information was used to start drafting the Community Plan. Drafting of this plan was further refined and additional meetings held with the community. During the entire process Ngāti Raukawa has been kept up to date with the creation of the plan and provided with opportunities to feedback or suggest any changes to the plan as it was developed.
- 5.4 All feedback has been used to finalise the Foxton Beach/Te Wharangi Community Plan for adoption.
- 5.5 The vision for the Foxton Beach community is:
- To retain and enhance our laid-back and beachy way of living.
 - To enhance and protect our unique natural environmental features.
 - To ensure positive community outcomes are planned and provided for through managed growth and change.
- 5.6 The vision was developed based on the common themes and comments from the community. The vision shows the importance of the natural environment, the value of a beachy way of living and growing on the welcoming by nature tag line. Protecting and enhancing this will help to retain what makes Foxton Beach.
- 5.7 The outcomes for the Foxton Beach community are:

Environment: *Our unique natural environment is protected, enhanced and understood.*

Neighbourhoods & Community Wellbeing: *Safe, balanced, affordable, diverse, liveable and environmentally sustainable neighbourhoods - which retain Foxton Beach's laid-back style of living, and encourage socially active and resilient residents.*

Recreation & Open Space: *Sufficient and useable reserve and open space amenities, which encourage active and fulfilled residents and visitors.*

***Economic Resilience:** Vibrant events, viable businesses and needed services - which strengthen social, cultural and financial resilience.*

5.6 The important principles and theme identified are;

- Residents highly value their natural environment, and appreciate their interconnections with Foxton.
- Iwi and Hapu aspirations are important to planning for Foxton Beach.
- Infrastructural, community and economic development must match growth.
- Actions will link with regional and district strategies for growth, wellbeing, destination, and climate-change response; and with Foxton Futures and Proudly Foxton plans.
- Holben Reserve and growth area developments will lead changes and improvements across Foxton Beach.

6. Options

Option 1 – Adopt the Foxton Beach/Te Wharangi Community Plan.

Option 2 – Delay adopting the Foxton Beach/Te Wharangi Community Plan and provide direction to officers on required changes.

The Officer recommendation is Option 1. The Foxton Beach/Te Wharangi Community Plan has been developed based on feedback from the community. The draft plan has been through public engagement processes, which showed community support for the documents. Adoption of the Community Plan now would enable it to be considered as part of the Long Term Plan development.

6.1 Cost

There are no direct costs resulting from adopting the Foxton Beach/Te Wharangi Community Plan. Projects identified in the Plan will be considered for inclusion as part of the Long Term Plan 2021-2041. The inclusion of a project in the Community Plan does not automatically signify that Council will fund it.

6.1.1 Rate Impact

There is no direct impact on rates resulting from adopting the Foxton Beach/Te Wharangi Community Plan.

6.2 Community Wellbeing

The Foxton Beach/Te Wharangi Community Plan supports community wellbeing. It outlines the community's visions and aspirations for the future. The Plan shows what is important to the community, so that both Council and the community can work to support their wellbeing.

6.3 Consenting Issues

There are no consenting issues arising from the adoption of the Foxton Beach/Te Wharangi Community Plan.

6.4 LTP Integration

The Foxton Beach/Te Wharangi Community Plan will help to inform Council's planning for the Long Term Plan 2021-2041.

7. Consultation

Significant consultation has occurred with the community over the two years mentioned above.

8. Legal Considerations

There are no legal requirements affecting this decision. The Community Plan is a non-statutory document.

9. Financial Considerations

There are no financial considerations directly resulting from the adoption of the Foxton Beach/Te Wharangi Community Plan. Specific considerations relating to the implementation of this plan will be made as part of the Annual Plan and Long Term Plan processes.

10. Iwi Considerations

Local iwi, Ngāti Raukawa, were continually updated throughout the process and provided with opportunities to feedback or suggest any changes to the plan as it was developed.

11. Climate Change Considerations

There are no specific climate change considerations associated with the adoption of the Foxton Beach/Te Wharangi Community Plan.

12. Environmental Considerations

There are no specific environmental considerations associated with the adoption of the Foxton Beach/Te Wharangi Community Plan.

13. Health & Safety Considerations

There are no Health & Safety considerations arising from adopting the Foxton Beach/Te Wharangi Community Plan.

14. Other Considerations

There are no other considerations for Council related to the adoption of the Foxton Beach/Te Wharangi Community Plan.

15. Next Steps

- 15.1 The development of the Foxton Beach/Te Wharangi Community Plan is the first step in an ongoing process. The community planning process has resulted in Council having an enhanced understanding of this community, its priorities, concerns and aspirations.
- 15.2 Following the adoption of the Foxton Beach/Te Wharangi Community Plan, officers will continue working alongside the local community in the implementation of the identified projects. There is funding currently budgeted for a community-led project of \$5,000 for each of these communities intended to kick start the implementation of the Community Plan and encourage the community to further mobilise behind the initiative chosen. Council Officers will work alongside the community to identify and implement this project.
- 15.3 Projects identified in the Plans will also be considered by Officers and Elected Members when developing the Long Term Plan 2021-2041.
- 15.4 It is intended that the Community Plans will be reviewed and updated. The timing of the review should synchronise with the Long Term Plan cycle so the Community Plan can inform the development of the Long Term Plan.

16. Supporting Information


<p>Strategic Fit/Strategic Outcome</p> <p>The Foxton Beach/Te Wharangi Community Plan is consistent with Council's district vision and community outcomes. The vision and community outcomes are incorporated into the Plan.</p>
<p>Decision Making</p> <p>Council is being requested to adopt the Foxton Beach/Te Wharangi Community Plan. This decision is not considered to be significant.</p>
<p>Consistency with Existing Policy</p> <p>The Foxton Beach/Te Wharangi Community Plan outlines the vision of the local community. It is consistent with Council's vision and community outcomes.</p>
<p>Funding</p> <p>Funding for projects in the Foxton Beach/Te Wharangi Community Plan is not covered by the Annual Plan 2019/2020 and 2020/2021 but will be considered through the development of the Long Term Plan 2021-41.</p>


Risk Area	Risk Identified	Consequence	Likelihood	Risk Assessment (Low to Extreme)	Managed how
Strategic					
Financial					
Service Delivery					
Legal					
Reputational	The community may get the impression that if a project is in the Community Plan it will automatically be funded.	Minor	Unlikely	Low	The Community Plan has been drafted to be clear about whether funding currently exists for projects.

<p><u>Confirmation of statutory compliance</u></p> <p>In accordance with section 76 of the Local Government Act 2002, this report is approved as:</p> <ol style="list-style-type: none"> containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and, is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

17. Appendices

No.	Title	Page
A	Foxton Beach/Te Wharangi Community Plan (<i>Under Separate Cover</i>)	

Author(s)	Ashley Huria Projects Coordinator – Customer & Strategy	
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Approved by	David McCorkindale Group Manager - Customer & Strategy	
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File No.: 20/543

Long Term Plan 2021 - 2041: Inclusion of funding for the development of Community Plans and reestablishment of the Heritage Incentive Fund

1. Purpose

To provide the background information required for Elected Members to confirm the funding arrangements in the draft Long Term Plan budgets for Community Plans and the Heritage Incentive Fund.

2. Executive Summary

- 2.1 This report provides an overview of the community plans programme and Heritage Incentive Fund to enable Council to make a decision on funding to include in the draft LTP 2021-2041 budgets. These two items were identified through Council briefings as warranting further discussion at a Council meeting to confirm how the LTP responds to them.
- 2.2 Community plans have been developed so far for Waitāreere Beach, Manakau, Ōhau and Foxton Beach. The plans for Waitāreere Beach, Manakau and Ōhau were led by Council Officers, while the Foxton Beach plan was led by the community through the Foxton Beach Progressive Association. There are still plans to develop for Levin, Mangaore, Shannon, Tokomaru, Waikawa Beach and Hokio Beach. There are many benefits of developing community plans, however, there is limited internal capacity to complete these plans. Council is asked whether it should continue developing community plans, and if so, whether they should be completed with internal resources or external resources.
- 2.3 The Heritage Incentive Fund was established in 2018, following community consultation, with the aim of supporting owners of heritage buildings to conserve, restore and enhance the significant heritage values of their property. This approach recognised the public good heritage provides. In light of COVID-19, the Fund was disestablished for the Annual Plan 2020/21 to be reconsidered during the development of the LTP 2021-2041. Council is asked whether it should re-establish the Heritage Incentive Fund, and if so, how much funding should be allocated.

3. Recommendation

- 3.1 That Report 20/543 Long Term Plan 2021 - 2041: Inclusion of funding for the development of Community Plans and reestablishment of the Heritage Incentive Fund be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.
- 3.3 That the Horowhenua District Council resolves:
- (i) to include the Community Plan programme in the draft Long Term Plan 2021-41 budget for consultation in 2021;
 - (ii) to complete, with internal resources, the Community Plans for Mangaore and Levin by December 2021;
 - (iii) the remaining community plans to be completed, with internal resourcing, at the rate of one plan developed per year;

- (iv) provision funding to be budgeted to enable the reviews of the existing community plans to be undertaken every three years.
- 3.4 That Council resolves to re-introduce the Heritage Incentive Fund and include \$25,000 per year for the first three (3) years in the draft Long Term Plan 2021-41 budget for consultation in 2021.

4. Background / Previous Council Decisions

Community Plans

- 4.1 Council started the process of developing community plans for each of its communities in 2019. The purpose of the community plans is to identify the priorities and aspirations from each community to support the community in achieving wellbeing. The community plans identify a vision for the community, key themes and actions that are important for now and the future.
- 4.2 With the exception of Foxton Beach, the community plans completed to date have been undertaken internally by Council officers, therefore have relatively low direct operational costs, but the requirement for internal officer capacity.
- 4.3 The current status of community plans is outlined below:
- **Complete:** Waitāreere Beach, Manakau and Ōhau and Foxton Beach.
 - **In progress:** Mangaore, Levin.
 - **Not started:** Waikawa Beach, Hokio Beach, Shannon, Tokomaru.
- Note: For Foxton, the Foxton Futures project provides a similar role to a community plan.*

Heritage Incentive Fund

- 4.4 In 2017, Council consulted with the community about the possibility of establishing a Heritage Incentive Fund as part of the development of the Annual Plan 2017/2018. As a result, Council decided to allocate \$50,000 per annum for the Heritage Incentive Fund with a review scheduled for 2020/2021.
- 4.5 The Fund of \$50,000 per annum was divided into two parts being: \$30,000 for the Heritage Fund (a discretionary amount available for allocation each year); and \$20,000 for the waiver or reimbursement of resource consent fees.

The previous criteria were as follows:

Heritage Fund

- 4.6 For projects or works that conserve, restore or enhance the heritage value or character of a property listed in Schedule 2 of the District Plan or within the Heritage/Character Overlay Areas in Foxton and Shannon. The fund covers things like conservation and restoration work, strengthening of earthquake prone buildings, emergency building work, specialist advice, conservation plans (these plans guide how the historic feature is cared for and managed); and relocation of a heritage building may also be considered.

Waiver/reimbursement of consent fees:

- 4.7 Council processing fees (relating to the heritage component only) for resource consents that were required because of the heritage listing in the District Plan.

The previous uptake of the fund was as follows:

Heritage Fund

- 4.8 Nine applications were received during the 2018/2019 funding round. In total, applicants applied for \$64,905, with the full \$30,000 being allocated and split between seven applicants.

The properties were a mix of residential and commercial/public buildings and the work ranged from emergency building work to restoration/conservation.

- 4.9 Six applications were received during the 2019/2020 funding round totaling \$163,301, with the full \$30,000 being allocated and split between four applicants. These properties were a mix of residential and commercial/public buildings and the work ranged from specialist advice, emergency building work and conservation/restoration.

Waiver/reimbursement of consent fees:

- 4.10 In 2018/2019 and 2019/2020, \$20,000 was set aside in the Heritage Incentive Fund for waiver/reimbursement of resource consent fees. One application was received during 2019/2020 funding round this was granted and they received a \$733.50 reimbursement.
- 4.11 No other applications have been received. This means that \$20,000 in year 2018/2019 was not allocated and \$19,266.50 in year 2019/2020 was not allocated.

Decision to discontinue the Heritage Incentives

- 4.12 The fund was reviewed, and in light of the COVID19 pandemic, at their June 2020 meeting, elected members resolved to discontinue the Heritage Incentive Fund for the 2020/2021 financial year, but identified that the continuation of the fund should be reconsidered as part of preparing the LTP 2021–2041.

5. Discussion

Community Plans

- 5.1 Council Officers have observed a number of benefits of the development of community plans;
- Assisting bringing community members together.
 - Hearing from people in the community we wouldn't usually hear from.
 - Gaining an insight and understanding of what is important to the community.
 - Strengthened relationships with the community.
- 5.2 The completed community plans were led internally by members of the Strategic Planning team. This team leads a range of projects, including the Long Term Plan, Master Plans, District Plan Changes and Strategic Growth Planning work. Currently this team does not have capacity to lead the development of further community plans. The other team with the skills required to lead the development of community plans is the Community Development Team. This team is also challenged for capacity due to existing priorities.
- 5.3 Internal resourcing of these projects provides a number of advantages, as there are cost savings, strengthened relationships and provides for an increased level of consistency between the plans. However, limited resources internally mean they will be slower to be completed.
- 5.4 An alternative option is to complete the remaining community plans using an external consultant. The benefit of this option is that the remaining plans could be completed faster, and allow Officers to work on other priority projects. However, this option is more costly, the opportunity for relationship building is diminished, and there is a greater risk of misalignment with the existing plans. It is estimated the cost of outsourcing each community plan would be approximately \$40,000. The total Community Plan budget for 2020/21 is \$40,000.
- 5.5. It was intended that the existing Community Plans are reviewed ahead of the next Long Term Plan. While it is hoped that the second generation Community Plans are predominantly lead by the community, there will still be support required to be provided by officers.

Heritage Incentive Fund

- 5.6 Having Heritage Incentives supports and encourages the preservation of buildings with heritage value in Horowhenua. The Heritage Fund had a high level of interest from heritage property owners and it is anticipated that this interest would continue, especially as the timeframes associated with the earthquake prone building requirements draw closer. The Earthquake prone building legislation will place increased pressure on building owners to either strengthen or demolish their buildings.
- 5.7 Based on the review of the Heritage Incentive Fund, a number of changes in criteria would be recommended:
- The reimbursement/waiver of resource consent fees has been under used. Therefore, it is recommended that a greater proportion of the available funds be used for the Heritage Fund and/or the unallocated money from reimbursement/waiver of resource consent fees is reallocated before the end of the financial year to the Heritage Fund to allow additional local heritage building owners the ability to restore and maintain their buildings.
 - The current criteria of the Heritage Fund is narrow when it comes to specialist advice and what that entails and encompasses; it would be beneficial to expand that criteria to be called professional services and itemise what specialist advice/professional services are covered by the fund.
- 5.8 It is not necessary to confirm the criteria that would apply as part of this decision. The decision being sought is whether to include the Heritage Fund in the LTP 2021–2041. The criteria can be workshoped with Council to reflect the appropriate settings.

6. Options

Community Plans

Option 1

Community plans for Mangaore and Levin that are currently underway are completed with internal resourcing. No further community plans are developed.

Option 2

The community plans programme is put on hold and to be reconsidered as part of the Annual Plan 2022/23. This includes stopping the development of the Mangaore Community plan and Levin Community Plan, which will be put on hold.

Option 3

Community plans for Mangaore and Levin are completed with internal resourcing. Two community plans are developed each year with external resourcing, with Shannon and Tokomaru being completed in 2021/22 and Waikawa Beach and Hokio Beach in 2022/23.

Option 4:

Community plans for Mangaore and Levin are completed with internal resourcing by December 2021. The remaining community plans are completed with internal resourcing at the rate of one plan developed per year.

Officer's preferred option is Option 4 with provision made in the budget to enable the existing Community Plans to be reviewed three yearly.

Heritage Incentive Fund

Option 1

Council allocates \$50,000 per annum for the Heritage Incentive Fund for three years. A review of the fund in three years' time would be recommended to again review the uptake and effectiveness.

Option 2

Council allocates \$25,000 per annum for the Heritage Incentive Fund for three years, with the majority of the fund being made available as a discretionary fund, and a small amount of \$2,000-\$3,000 being set aside to waiver/reimburse resource consent fees.

Option 3

Council decides not to re-establish the Heritage Incentive Fund that would support the heritage values and character in the district.

Officers' preferred option is Option 2.

6.1 Cost

Community Plans

Option	Cost
Option 1: Community plans for Mangaore and Levin are completed with internal resourcing. Would include some costs associated with developing the plans and community projects. No further community plans are developed.	\$12,000 for 2021/22
Option 2: The community plans programme is put on hold and to be reconsidered as part of the Annual Plan 2022/23. This includes stopping the development of the Mangaore Community plan and Levin Community Plan, which will be put on hold.	No additional costs.
Option 3: Community plans for Mangaore and Levin are completed with internal resourcing. Would include some costs associated with developing the plans and community projects. Two community plans are developed each year with external resourcing, with Shannon and Tokomaru being completed in 2021/22 and Waikawa Beach and Hokio Beach in 2022/23.	\$92,000 for 2021/22 and \$80,000 for 2022/23.
Option 4: Community plans for Mangaore and Levin are completed with internal resourcing by December 2021. The remaining community plans are completed with internal resourcing at the rate of one plan developed per year. Would include some costs associated with developing the plans and community projects.	\$12,000 for 2021/22 and then \$6,000 per year.

The costs above do not include any provision for the review of Community Plans once they have been adopted. To enable each plan to be reviewed at least every three years,

provision should be made for \$5,000 per plan, this is based on the respective communities taking a leading role the review.

Heritage incentive Fund

Option	Cost
Option 1: \$50,000 Fund for the next 3 years.	\$50,000 per year for three years
Option 2: \$25,000 Fund for the next 3 years.	\$25,000 per year for three years
Option 3: Do not re-establish the Heritage Incentive Fund	\$0.00

6.1.1 Rate Impact

Community Plans

The costs associated with the development of the Community Plans are operating expenses and are funded through the General Rate. This work is loan funded with the loan servicing costs being the portion covered by rates.

Heritage Incentive Fund

The Heritage Incentive Fund is part of a targeted rate, which is district wide based on SUIPs. In 2019/2020 it cost \$4.05 per SUIP, out of a total rate of \$256 per SUIP based on 2019/2020 year.

6.2 Community Wellbeing

Community Plans

The development of community plans can contribute to community wellbeing. As they create a shared vision and action plan, the development of the plans can help to bring a community together. Understanding priorities of the community can also contribute to wellbeing as the projects that are important for the community can be prioritised.

Heritage Incentive Fund

The heritage of Horowhenua District contributes to community identity and pride. It offers residents a meaningful connection with the district's past. Council's Art, Culture and Heritage Plan and Heritage Strategy that sits within the Community Wellbeing Framework, identifies the importance and role that heritage can have for supporting, thriving and vibrant communities.

6.3 Consenting Issues

There are no consenting issues resulting from this decision.

6.4 LTP Integration

The decision Council makes will be reflected in the draft budgets for the Long Term Plan 2021-2041 that will be subject to community consultation in 2021.

7. Consultation

There is no consultation required to be undertaken to make a decision on the community plan programme or re-establishment of the Heritage Incentive Fund. The consultation associated with the Long Term Plan 2021-2041, will provide the opportunity for the public to make submissions on what has been reflected in the supporting information for the Long Term Plan 2021-2041

8. Legal Considerations

There are no legal considerations associated with this decision.

9. Financial Considerations

The financial considerations are identified in section 6.

10. Iwi Considerations

There are no Iwi considerations.

11. Climate Change Considerations

There are no climate change considerations.

12. Environmental Considerations

There are no environmental considerations.

13. Health & Safety Considerations

There are no Health & Safety considerations.

14. Other Considerations

There are no other considerations.

15. Next Steps

The decision Council makes will be incorporated into the draft budgets for the Long Term Plan that will be subject to community consultation in 2021.

16. Supporting Information

Strategic Fit/Strategic Outcome Both community plans and the Heritage Incentive Fund supports Council's community outcomes.
Decision Making Any decision by elected members that requires funding will be incorporated into the budgets in the LTP that will be consulted on in March/April 2020.
Consistency with Existing Policy H2040 Community Well-being Framework Community Outcomes Heritage Strategy Arts, Heritage and Culture Strategy
Funding Funding of the community plans and heritage incentives are operational costs.


Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

17. Appendices

There are no appendices for this report

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