



Notice is hereby given that a meeting of the Waihopai Toetoe Community Board will be held on:

**Date:** Tuesday, 27 February 2024  
**Time:** 7pm  
**Venue:** Memorial Hall Wyndham  
44 Balaclava Street  
Wyndham

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## Waihopai Toetoe Community Board Agenda OPEN

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### MEMBERSHIP

<b>Chairperson</b>	Pam Yorke
<b>Deputy chairperson</b>	Denise Fodie
<b>Members</b>	Emily Butters
	Fiona McCabe
	John McIntyre
	George Stevenson
	Andrea Straith
	Councilor Julie Keast

### IN ATTENDANCE

<b>Committee advisor</b>	Fiona Dunlop
<b>Community partnership leader</b>	Karen Purdue

Contact telephone: 0800 732 732  
Postal address: PO Box 903, Invercargill 9840  
Email: [emailsdc@southlanddc.govt.nz](mailto:emailsdc@southlanddc.govt.nz)  
Website: [www.southlanddc.govt.nz](http://www.southlanddc.govt.nz)

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[www.southlanddc.govt.nz](http://www.southlanddc.govt.nz)



## Health and safety – emergency procedures

**Toilets** – The location of the toilets will be advised at the meeting.

**Evacuation** – Should there be an evacuation for any reason please exit via the exits indicated at the venue.

**Earthquake** – Drop, cover and hold applies in this situation and, if necessary, once the shaking has stopped we will evacuate the building to a safe location.

**Phones** – Please turn your mobile devices to silent mode.

**Recording** - These proceedings may be recorded for the purpose of live video, both live streaming and downloading. By remaining in this meeting, you are consenting to being filmed for viewing by the public.

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## Community board terms of reference

<b>TYPE OF COMMITTEE</b>	Community board (board)
<b>RESPONSIBLE TO</b>	Boards are responsible to Council  Each board will also have relationships with Council committees (these committees are outlined in the delegations manual).
<b>SUBCOMMITTEES</b>	Some subcommittees will report to community boards – these are outlined in section 8.5 of the delegations manual.
<b>MEMBERSHIP</b>	Oreti and Waihopai Toetoe boards have seven members elected by the local authority triennial elections plus a member appointed by Council. All other boards have six members plus a member appointed by Council.  The chairperson is elected by the board. Councillors who are not appointed to boards can only remain for the public section of the board meeting. They cannot stay for the public excluded section unless the board agrees.
<b>FREQUENCY OF MEETINGS</b>	Every second month, but up to 12 ordinary meetings a year with the approval of the chief executive.
<b>QUORUM</b>	Not less than four members
<b>THE ROLE OF COMMUNITY BOARDS</b>	<p><b>Governance</b></p> <p>Elected members are responsible for providing leadership, setting direction and for overseeing performance (at a high level).</p> <p>The chief executive and staff are responsible for management activities including the allocation of resources, overseeing the day to day operations of the community board, providing policy advice and implementing governance decisions.</p> <p><b>Roles outlined in the Local Government Act 2002</b></p> <ul style="list-style-type: none"> <li>• appoint a chairperson and deputy chairperson</li> <li>• represent, and act as an advocate for, the interests of its community</li> <li>• consider and report on all matters referred to it by the territorial authority, or any matter of interest or concern to the board</li> <li>• maintain an overview of services provided by the territorial authority within the community</li> <li>• prepare an annual submission to the territorial authority for expenditure within the community</li> <li>• communicate with community organisations and special interest groups within the community</li> <li>• undertake any other responsibilities that are delegated to it by the territorial authority.</li> </ul>

## **Additional roles of boards**

### **Community wellbeing**

- a) promote the social, economic, environmental and cultural well-being of local communities
- b) monitor the overall well-being of local communities.

### **Community leadership**

- a) to provide leadership to local communities on the strategic issues and opportunities that they face
- b) identify key issues and opportunities that will affect the future of the board's community and work with Council staff and other local representatives to facilitate multi-agency collaborative opportunities
- c) promote a shared vision for the board's community and develop and promote ways to work with others to achieve positive outcomes
- d) provide a local community perspective on Council's long term plan key performance indicators and levels of service as detailed in the long term plan, and on local expenditure, rating impacts and priorities
- e) develop and manage community board plans including keeping these up to date and relevant to community needs and aspirations.

### **Engagement and relationships**

- a) to develop relationships and communicate with key community organisations, special interest groups, residents and businesses within the community.

### **Advocacy**

- a) as part of the long term plan or annual plan process, prepare a submission to Council on the proposed levels of service, income and expenditure within the community of interest
- b) as part of the long term plan or annual plan process, outline the relative priorities for the delivery of District services and levels of service within the board area (Council sets the levels of service for **District Activities**<sup>(i)</sup> if a board seeks a higher level of service, they need to recommend that to Council, and the higher level of service will need to be funded in an appropriate way (locally).

### **Local activities**

#### For local activities<sup>(ii)</sup>

- a) recommend to Council levels of service<sup>(iii)</sup> and budgets for local activities, having regard to Council budgets in the long term plan or annual plan process
- b) recommend to Council rates, user charges and fees to fund local activities

	<ul style="list-style-type: none"> <li>c) recommend to Council or a relevant committee the approval of project definitions or business cases and procurement plans for capital expenditure over \$300,000</li> <li>d) recommend to Council or a relevant committee unbudgeted capital expenditure</li> <li>e) monitor the services Council delivers its communities and assess the extent these services meet community needs or the expected level of service</li> <li>f) support the development of local management plans where required by statute or in support of the district plan, or other plans (reserves, harbours, or other community facilities).</li> </ul> <p>These plans should then be recommended to Council. There are times when local management plans<sup>(iv)</sup> should not be developed:</p> <p>Environmental management and spatial planning</p> <ul style="list-style-type: none"> <li>a) provide comment on resource consent applications referred to the community board for comment</li> <li>b) to make recommendations to Council about bylaws and about enforcing bylaws within the community, having regard to the need to maintain consistency across the District</li> <li>c) provide advice to Council and its committees on any matter of interest or concern to the community board in relation to the sale of alcohol, where statutory ability exists to seek such feedback</li> <li>d) provide input into regulatory activities not otherwise specified above, where process allows</li> <li>e) recommend to Council initiating an appeal to the environment court on decisions relating to resource consent applications that the board has made submissions on</li> <li>f) provide support to the development of community plans for a civil defence emergency and the recovery afterwards.</li> </ul>
<p><b>DELEGATIONS</b></p>	<p>In exercising the delegated powers, boards will operate within:</p> <ul style="list-style-type: none"> <li>a) policies, plans, standards or guidelines that have been established and approved by Council</li> <li>b) the needs of the local communities</li> <li>c) the approved budgets for the activity.</li> </ul> <p>Boards shall have the following delegated powers and be accountable to Council for the exercising of these powers<sup>(v)</sup>.</p> <p>Community wellbeing</p> <ul style="list-style-type: none"> <li>a) develop local strategies to improve areas of wellbeing (where a need has been identified)</li> <li>b) to develop local community outcomes that reflect the desired goals for their community or place.</li> </ul>

	<p>Community board plans</p> <p>a) Regularly review and update the community board plan to keep the plan relevant.</p> <p>Decisions on locally funded assets and services</p> <p>a) accept donations of a local asset (e.g. a gas barbeque, park bench, etc) with a value of less than \$30,000</p> <p>b) approve project definitions or business cases for approved budgeted capital expenditure up to \$300,000.</p> <p>Unbudgeted expenditure</p> <p>a) approve unbudgeted operating expenditure for local activities of up to \$20,000</p> <p>b) approve up to a \$20,000 increase in the projected cost of a budgeted capital works project/item that is included in the annual plan or long term plan</p> <p>c) authority to delegate to the chief executive, when approving a project definition or business case, over-expenditure of up to \$10,000 for capital expenditure against the budget detailed in the annual plan or long term plan.</p> <p>Leases and licenses</p> <p>In relation to all leases and licences of land and buildings for local activities within their own area, and subject to any relevant legislation and/or policy requirement, on behalf of Council;</p> <p>a) accept the highest tenders for rentals more than \$10,000</p> <p>b) approve the preferential allocation<sup>(vi)</sup> of leases and licenses where the rental is \$10,000 or more per annum.</p> <p>Community assistance</p> <p>a) establish a system for prioritising allocations, based on criteria provided by Council</p> <p>b) grant funds from the Community Partnership Fund</p> <p>c) allocate bequests or grants generated locally, consistent with the terms of the bequest or grant fund.</p> <p>Northern Southland development fund</p> <p>a) the Northern board can make decisions regarding funding applications to the Northern Southland development fund.</p>
<p><b>LIMITS TO DELEGATIONS</b></p>	<p>Boards have no financial or decision-making delegations other than those specifically delegated by Council.</p> <p>Boards shall only expend funding on purposes for which that funding was originally raised and in accordance with the budgets approved by Council through its long term plan or annual plan.</p>

	<p>In accordance with the provisions of section 39(2) of Schedule 7 of the Local Government Act 2022 the board may not incur expenditure in excess of the approved budget.</p> <p>Matters that are not delegated</p> <p>Council has not delegated to boards the power to:</p> <ul style="list-style-type: none"> <li>a) make a rate or bylaw</li> <li>b) acquire, hold or dispose of property</li> <li>c) direct, appoint, suspend or remove staff</li> <li>d) engage or enter into contracts and agreements and financial commitments</li> <li>e) institute an action for recovery of any amount</li> <li>f) issue and police building consents, notices, authorisations and requirements under acts, statutes, regulations, bylaws and the like;</li> <li>g) institute legal proceedings other than the delegation to recommend to Council the initiating of an appeal to the environment court on decisions in respect to resource consent applications on which the board has made submissions.</li> </ul>
<b>CONTACT WITH MEDIA</b>	<p>The board chairperson is the authorised spokesperson for the board in all matters where the board has authority or a particular interest.</p> <p>Board members, including the chairperson, do not have delegated authority to speak to the media or outside agencies on behalf of Council on matters outside of the board's delegations.</p> <p>The leadership team member will manage the formal communications between the board and its constituents and for the board in the exercise of its business. Correspondence with central government, other local government agencies or official agencies will only take place through Council staff and will be undertaken under the name of Council.</p>
<b>REPORTING</b>	<p>Boards are unincorporated statutory bodies which are elected to represent the communities they serve.</p> <p>Copies of board meeting minutes are retained by Council.</p>

- (i) **District activities include:**
- a) community leadership at a district level (including district community grants)
  - b) wastewater
  - c) waste services
  - d) water supply
  - e) district open spaces (parks and reserves)
  - f) roading
  - g) district community services (library services, cemeteries, community housing and heritage/culture)
  - h) district community facilities (public toilets, library buildings, offices and amenity buildings)

- i) environmental services (building services, resource management, environmental health, animal services, emergency management)
  - j) stormwater
  - k) corporate support services
- (ii) **Local activities include:**
- a) community leadership at a local board level (including local community grants)
  - b) local community facilities (halls and other amenity buildings within Council's overarching policy for community facilities)
  - c) water facilities (boat ramps, wharves, jetties and harbour facilities)
  - d) local open spaces (parks and reserves, playgrounds and streetscapes)
  - e) parking limits, footpaths and streetlights
  - f) Te Anau/Manapouri Airport (Fiordland board)
  - g) Stewart Island Electricity Supply Authority (SIESA) (Stewart Island/Rakiura board)
  - h) for the above two local activities only
  - i) recommend levels of service and annual budget to Council or a relevant committee
  - j) monitor the performance and delivery of the service
  - k) naming reserves, structures and commemorative places
  - l) authority to decide upon requests from the community, regarding names of reserves, the placement of structures and commemorative places.
  - m) naming roads
  - n) authority to decide on the naming for public roads, private roads and rights of way
  - o) assisting the chief executive by providing comment (through the board chairperson) to consider and determine temporary road closures applications where there are objections to the proposed road closure.
- (iii) Levels of service is a term in asset management referring to the quality of a given service. Defining and measuring levels of service is a key activity in developing infrastructure asset management plans. Levels of service may be tied to physical performance of assets or be defined by customer expectation and satisfaction.
- (iv) Local management plans should not be developed where powers:
- a) have been delegated to Council staff
  - b) would have significance beyond the board's area or otherwise involves a matter of national importance (Section 6 Resource Management Act 1991)
  - c) involve the alienation of any part of a proposed or existing esplanade reserve by way of width reduction, easement, lease or otherwise.
- (v) Local Government Act 2002, s.53
- (vi) A preferential allocation is when there is a preference that a lease or license is given to a particular person or group, rather than having an open process. For example, a neighbouring land owner or a community group that use a building may be asked if they want to lease the land/building, rather than giving the wider public the opportunity to tender or apply.
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**1 Apologies**

At the close of the agenda no apologies had been received.

**2 Leave of absence**

At the close of the agenda no requests for leave of absence had been received.

**3 Conflict of interest**

Community board members are reminded of the need to be vigilant to stand aside from decision-making when a conflict arises between their role as a member and any private or other external interest they might have.

**4 Extraordinary/urgent items**

To consider, and if thought fit, to pass a resolution to permit the community board 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.

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“Where an item is not on the agenda for a meeting,-

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

**5 Confirmation of minutes**

5.1 Meeting minutes of Waihopai Toetoe Community Board, 12 December 2023

**6 Public participation**

Notification to speak is required by 12noon at least one clear day before the meeting. Further information is available at [www.southlanddc.govt.nz](http://www.southlanddc.govt.nz) or by phoning 0800 732 732.



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## Waihopai Toetoe Community Board

### OPEN MINUTES

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Minutes of a meeting of Waihopai Toetoe Community Board held in the Memorial Hall Wyndham, 44 Balaclava Street, Wyndham on Tuesday, 12 December 2023 at 7pm. (7pm – 8.44pm)

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#### PRESENT

<b>Chairperson</b>	Pam Yorke
<b>Deputy chairperson</b>	Denise Fodie (7.32pm – 8.44pm)
<b>Members</b>	Emily Butters
	Fiona McCabe
	John McIntyre
	Andrea Straith
	Councillor Julie Keast

#### APOLOGIES

Denise Fodie (lateness)  
George Stevenson

#### IN ATTENDANCE

<b>Committee advisor</b>	Fiona Dunlop
<b>Community partnership leader</b>	Karen Purdue

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**1 Apologies**

There were apologies for absence from George Stevenson and lateness from Denise Fodie.

Moved Chairperson Yorke, seconded Cr Keast **and resolved:**

**That the Waihopai Toetoe community board accept the apology.**

**2 Leave of absence**

There were no requests for leave of absence.

**3 Conflict of interest**

There were no conflicts of interest declared.

**4 Extraordinary/urgent items**

There were no extraordinary/urgent items.

**5 Confirmation of minutes**

**Resolution**

Moved Cr Keast, seconded Chairperson Yorke **and resolved:**

**That the Waihopai Toetoe Community Board confirms the minutes of the meeting held on 24 October 2023 as a true and correct record of that meeting.**

**6 Public participation**

Gay Munro addressed the Board regarding funding being included in the annual plan for the replacement of the roadside fence at the Gorge Road domain and an update on the Heritage Society's progress with the jubilee gates project.

**Reports**

**7.1 Wyndham Recreation Reserve leases and licences**

**Record No: R/23/10/49883**

Property advisor - Sara-Jane Milne was in attendance for this item.

The purpose of the report was for the Board to consider the proposed rentals for the leases and licences that are to be reviewed on the Wyndham Recreation Reserve which can then be applied to the Edendale Recreation Reserve and Tokanui Rugby.

(During discussion Denise Fodie joined the meeting at 7.32pm.)

**Moved chair Yorke, seconded Emily Butters the motion, being recommendations a to c:**

That Waihopai Toetoe Community Board:

- a) Receives the report titled "Wyndham Recreation Reserve leases and licences".
- b) Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.
- c) Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.

**The motion was PUT and declared CARRIED.**

**Moved chair Yorke, seconded Andrea Straith, the motion, being recommendation d with amendments (as indicated):**

That Waihopai Toetoe Community Board:

- d) Recommends to the Property Services Manager that the following proposed Recreation Reserve lease rentals for Wyndham, Edendale and Tokanui are implemented with changes as indicated below:

Lessee	Proposed rent (excl GST)
Menzies Netball	\$360.00
Menzies Rugby	\$360.00
Wyndham Rugby	\$400.00
Wyndham Bowling	\$145.00
Wyndham Golf	<del>\$750.00</del> \$500.00
Wyndham Racecourse	\$2,700.00
Wildlife Reserve - Diprose	<del>\$500.00</del> \$360.00
Recreation Reserve - Diprose	<del>\$500.00</del> \$300.00
Edendale Tennis Club	\$145.00
Edendale Vintage Machinery Club	\$400.00
Edendale Bowling Club	\$145.00
Edendale Rugby Club	\$400.00
Tokanui Rugby	\$200.00

**The motion was PUT and declared CARRIED.**

**Final resolution:**

**That Waihopai Toetoe Community Board:**

- a) **Receives the report titled “Wyndham Recreation Reserve leases and licences”.**
- b) **Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.**
- c) **Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.**
- d) **Recommends to the Property Services Manager that the following proposed Recreation Reserve lease rentals for Wyndham, Edendale and Tokanui are implemented with changes as indicated below:**

<b>Lessee</b>	<b>Proposed rent (excl GST)</b>
Menzies Netball	\$360.00
Menzies Rugby	\$360.00
Wyndham Rugby	\$400.00
Wyndham Bowling	\$145.00
Wyndham Golf	<b>\$750.00</b>
Wyndham Racecourse	\$2,700.00
Wildlife Reserve - Diprose	<b>\$500.00</b>
Recreation Reserve - Diprose	<b>\$500.00</b>
Edendale Tennis Club	\$145.00
Edendale Vintage Machinery Club	\$400.00
Edendale Bowling Club	\$145.00
Edendale Rugby Club	\$400.00
Tokanui Rugby	\$200.00

**7.2 Unbudgeted expenditure for disposal of Fortrose hall**

**Record No: R/23/12/57941**

Community partnership leader - Karen Purdue was in attendance for this item.

The purpose of the report was for the board to consider whether or not to approve unbudgeted expenditure of \$16,283 plus GST to contribute to the disposal of the Fortrose hall building.

Council at its meeting on 22 February 2022 resolved that the Fortrose hall be closed as it was surplus to requirements and be disposed of for demolition and removal.

On 22 August 2022, the acting chief executive under delegated authority approved the disposal to be by public tender with the outcome of that process being separately reported to decide whether to accept or decline any offer.

Following discussion on the matter it was that the funding of the unbudgeted expenditure of up to \$16,283 plus GST be made up by \$10,537 from the Fortrose Hall Reserve and \$5,746 from the Fortrose Domain Board.

**Moved Andrea Straith, seconded Emily Butters, the motion being, recommendations a to c, new d (as indicated), e and new f (as indicated):**

That the Waihopai Toetoe Community Board:

- a) Receives the report titled "Unbudgeted expenditure for disposal of Fortrose hall".
- b) Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.
- c) Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.

New d) Approves unbudgeted expenditure of up to \$16,283 plus GST (made up by \$10,537 from the Fortrose Hall Reserve and \$5,746 from the Fortrose Domain Board) as a contribution towards the demolition costs for the Fortrose hall.

~~d) Approves unbudgeted expenditure of up to \$16,283 plus GST as a contribution towards the demolition costs for the Fortrose hall.~~

- e) Note the funding of the expenditure to be from the Fortrose hall reserve but subject to the local contribution towards this funding being received by Council and that a contract for the hall demolition being entered into.

New f) agree to the seeking of the correct name for the Fortrose Domain Board prior to the release of funds.

**The motion was put and declared CARRIED.**

**Fiona McCabe and John McIntyre requested that their dissenting votes be recorded.**

**Final resolution:**

**That the Waihopai Toetoe Community Board:**

- a) **Receives the report titled "Unbudgeted expenditure for disposal of Fortrose hall".**
- b) **Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.**

- c) **Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.**
- d) **Approves unbudgeted expenditure of up to \$16,283 plus GST (made up by \$10,537 from the Fortrose Hall Reserve and \$5,746 from the Fortrose Domain Board) as a contribution towards the demolition costs for the Fortrose hall.**
- e) **Note the funding of the expenditure to be from the Fortrose hall reserve but subject to the local contribution towards this funding being received by Council and that a contract for the hall demolition being entered into.**
- f) **agree to the seeking of the correct name for the Fortrose Domain Board prior to the release of funds.**

### 7.3 Chairperson's report

**Record No: R/23/11/56568**

Chair Yorke took the board through her report and highlighted:

- The recent tour of the Waihopai Toetoe ward by the Mayor and Councillors
- Community Board engagement at the Wyndham street market (24 November 2023) and the Wyndham A & P show (2 December 2023)
- The Kamahi reserve toilets have had their plastic coating wrap installed which was designed by the pupils of Edendale school
- Input into the 2024/2034 Long Term Plan
- The commencement of the Salford Street, Edendale roadworks to upgrade the old State Highway One prior to handing over to Southland District Council
- Receipt of a letter from a concern community member regarding the content of the Board report in the Wyndham Messenger following the October 2023 meeting.

#### **Resolution**

Moved Chairperson Yorke, seconded Emily Butters **and resolved:**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled "Chairperson's report".**

### 7.4 Councillor update

**Record No: R/23/12/57326**

Councillor Keast took the board through the report which highlighted items that council considered at meetings in October and November 2023.

**Resolution**

Moved Cr Keast, seconded Andrea Straith **and resolved:**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled “Councillor update”.**

**7.5 Community board reporting**

**Record No: R/23/12/57712**

Community partnership leader - Karen Purdue was in attendance for this item.

Mrs Purdue took the through the community leadership, operational information and updates in the Boards area.

**Resolution**

Moved Deputy Chairperson Fodie, seconded Fiona McCabe **and resolved:**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled “Community board reporting” dated 7 December 2023.**

**7.6 Next meeting**

**Record No: R/23/11/56561**

Committee advisor - Fiona Dunlop was in attendance for this item.

**Resolution**

Moved Fiona McCabe, seconded John McIntyre **and resolved:**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled “Next meeting”.**
- b) **confirms that the next meeting of the Board is at 7pm on Tuesday 27 February 2024 to be held in the Memorial Hall Wyndham, 44 Balaclava Street, Wyndham.**

The meeting concluded at 8.44pm.

CONFIRMED AS A TRUE AND CORRECT RECORD AT A MEETING OF THE WAIHOPAI TOETOE COMMUNITY BOARD HELD ON TUESDAY 12 DECEMBER 2023.

**DATE:**.....

**CHAIRPERSON:**.....

## Waikawa Community Hall transfer of ownership of building

Record no: R/24/1/2514

Author: Sara-Jane Milne, Property advisor

Approved by: Sam Marshall, Group manager customer and community wellbeing

Decision

Recommendation

Information

### Purpose

- 1 For the Waihopai Toetoe Community Board to consider and if agreed recommend to Council the transfer of the ownership of the Waikawa Community Hall to the Waikawa Community Hall Charitable Trust.

### Executive summary

- 2 The Waikawa Community Hall is situated at 11 Larne Street, Waikawa on the Waikawa Recreation Reserve and is owned, maintained and managed by Council.
- 3 The Waikawa Community Hall Charitable Trust (WCHCT) wish to take over ownership, maintenance and management of the Waikawa Community Hall. This matter was discussed at a community meeting on the 28<sup>th</sup> of June 2023 and was met with support.
- 4 If ownership of the Waikawa Community Hall is transferred a condition of the transfer will be that the WCHCT enter into a Deed of Lease with Council for the land on which the hall is situated. The Lease will be entered into and dated in conjunction with the transfer of the hall building.
- 5 The Waikawa Community Hall has recently undergone renovations which were funded through a loan. This loan is being recovered through a local Waikawa community centre rate. If the WCHCT take over the ownership of the Waikawa Community Hall this rate will continue until the loan is repaid. This will be a separate agreement as part of the hall transfer process.
- 6 Conditions of the lease will be standard, however it will also include clauses specifying the lessee's responsibilities for the water and sewage connections between the hall and the public toilets, which are situated on the Recreation Reserve.

## Recommendation

### That the Waihopai Toetoe Community Board:

- a) **receives the report titled “Waikawa Community Hall transfer of ownership of building”.**
- b) **determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.**
- c) **determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.**
- d) **Agrees to recommend to Council;**
  - **to transfer ownership of the Waikawa Community Hall building to the Waikawa Community Hall Charitable Trust,**
  - **that a Deed of Lease for the land be entered into,**
  - **that a separate agreement be also entered into in regards to the continuance of the hall rate until such time as the current loan is repaid.**

## Background

- 7 The Waikawa Community Hall Charitable Trust (WCHCT) approached Council staff seeking approval to take over the ownership of the Waikawa Community Hall following a community meeting that sought and received local community support.
- 8 The Waikawa Community Hall building is Council owned. The hall is situated on Council controlled Waikawa Recreation Reserve land with the building insurance paid for by Council. If ownership of the hall is transferred, insurance is to be held and paid by the WCHCT.
- 9 The Waikawa Community Hall is owned and operated by Council with any hire or use of the hall dealt with by a member of the local community on Council’s behalf. The WCHCT is prepared to take over the day to day running of the hall along with the ownership, this has been consulted on with Council’s Community Facilities team.
- 10 The Waikawa Community Hall has recently undergone renovations which were funded through a loan. This loan is being recovered through a local Waikawa community centre rating charge.
- 11 A draft deed of lease for the land on which the hall sits has been sent to the WCHCT for review and comment. If the hall transfer is approved the Trust have been advised that a deed of lease will need to be entered into in conjunction with the transfer of hall building.
- 12 It is proposed that the Community Board recommend to Council that they approve the transfer of the Waikawa Community Hall building to the WCHCT, so that the Trust becomes responsible for all aspects of the building ownership, maintenance and management in the future.

- 13 This transfer of ownership will result in Council not being liable for insurance and maintenance going forward, as these obligations will transfer to the WCHCT. The Trust will also benefit from the ability to apply for funding to maintain the building.

### **Issues**

- 14 There is still a loan being recovered through a local Waikawa community centre rating charge. The continuance of this loan recovery needs to be agreed upon and an agreement entered into with the WCHCT in conjunction with the hall ownership transfer and deed of lease. Of note the transfer agreement, deed of lease and the agreement in regards to the loan repayment will all need to be signed at the same time. This means the terms for all three must be agreed upon.

### **Factors to consider**

#### **Legal and statutory requirements**

- 15 Two legal requirements exist. One is the issue of a lease to the WCHCT which needs to follow the requirements of the Reserves Act 1977. The other relates to the proposed transfer of ownership of the Waikawa Community Hall from Council to the WCHCT. Both of these will need to be appropriately agreed upon and documented.
- 16 The Reserves Act 1977 requirement is that upon expiration or sooner determination of the lease no compensation is payable by the lessor for the lessee's improvements. Therefore the lease will state that ownership of the building will revert back to Council should the lease be surrendered or be terminated for any reason.

#### **Community views**

- 17 A public meeting was held in June 2023 to discuss the proposed transfer of the ownership of the Waikawa Community Hall to the new legal entity, now formally known as the WCHCT. It was voted on and those in attendance voted in favour of the transfer.
- 18 The recommendation of the Community Board will also be taken as the view of the community and will be taken to Council.

#### **Costs and funding**

- 19 If the proposed transfer is undertaken Council will have no ongoing financial obligations for the building as it will be held under ownership by the WCHCT.
- 20 The book value of the hall building is included in Council's fixed asset register, as at 30 June 2023 this was valued at \$23,844.41. The transfer of this asset to the Trust will result in a book loss on transfer for Council of \$23,844.41, however this may vary depending on when settlement occurs.
- 21 As the land that the hall is situated on is a Recreation Reserve, rates are not charged on the land however if the proposed transfer is approved any future service charges requested by the Trust will be paid for by the WCHCT.
- 22 The Council's legal costs associated with the transfer of the hall building will be paid for using the Waikawa/Niagara Hall Reserve funds. As at 30 June 2024 the balance is forecasted to be \$2,222.00. The WCHCT will be responsible for covering their own legal fees associated with the transfer of the hall building.

**Policy implications**

- 23 None identified. The building transfer is required to be approved by Council. The lease will be issued by staff under delegated authority.
- 24 The proposed lease is only for the footprint of the hall. The remaining areas of the reserve can still be used as open spaces for casual recreation and overnight freedom camping, as referred to in the 2002 Southland District Council Reserve Management Plan.

**Analysis**

**Options considered**

- 25 The options are to recommend the transfer of the building to the Waikawa Community Hall Charitable Trust or to not approve the transfer.

**Analysis of Options**

**Option 1 – Recommend transfer of the building ownership**

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none"><li>• The community board will be acknowledging the community’s request for ownership</li><li>• Will remove any future Council liabilities for this building including maintenance and management</li><li>• Will allow the Trust to apply for grants/funding for maintenance as the building will be owned by them</li><li>• The loan repayment will still be recovered through a local community centre rate</li></ul>	<ul style="list-style-type: none"><li>• Building may not be maintained, however this will be managed through the conditions of the lease</li><li>• Council will not receive any future hire income from the hall</li></ul>

**Option 2 – Do not recommend transfer of the building ownership**

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none"><li>• No advantages identified</li></ul>	<ul style="list-style-type: none"><li>• Council will retain ownership of the building and will be liable for all future costs relating to ownership</li></ul>

**Assessment of significance**

- 26 Not considered significant

**Recommended option**

- 27 Option 1 – recommend transfer of the building ownership to the Waikawa Community Hall Charitable Trust.

**Next steps**

- 28 If the transfer of ownership is recommended a report will be presented to Council seeking their approval for the transfer.

**Attachments**

- A Waikawa Recreation Reserve aerial maps
- B Draft Deed of Lease of reserve 2024 - Waikawa Hall - 11 Larne Street, Waikawa

Waikawa Recreation Reserve – 11 Larne Street



Outlined Lease area and aerial view of Waikawa Community Hall





## Deed of lease of reserve

Waikawa Hall

DRAFT

Southland District Council  
Te Rohe Pōtae o Murihiku

PO Box 903  
15 Forth Street  
Invercargill 9840

☎ 0800 732 732  
@ sdc@southlanddc.govt.nz  
🏠 southlanddc.govt.nz

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**Document Revision**

DRAFT

## Deed of lease of reserve

Deed agreement dated ..... 2023

**PARTIES** Southland District Council a local authority under the provisions of the Local Government Act 2002 (**Lessor**)  
Waikawa Hall Committee Charitable Trust (**Lessee**)

### Background

- A. The Lessor has vested in it, the recreation reserve of which the Premises (as defined in the Schedule) forms part.
- B. Pursuant to the Reserves Act 1977 and any other enabling legislation the Lessor is empowered to administer, manage and control the reserve.
- C. The Lessor has agreed to lease the Premises to the Lessee on the Terms set out in the Schedule.
- D. The lease is made pursuant to the Reserves Act 1977.
- E. The Lessor has transferred ownership of the hall (building) to the Lessee. This Deed of Lease records this transfer and the right of the building to remain on the Lessors land.

**To be transferred from SDC following approval of the Community Board and Council.**

### This deed records

#### 1. Grant of lease

- 1.1 The Lessor leases to the Lessee and the Lessee accepts a lease of the Premises for the Term from the Commencement Date and at the Rent (subject to review) as defined in the Schedule.

#### 2. Payment of Rent

- 2.1 The Lessee will pay the Rent payable by equal payments in advance on the Rent Payment Dates as more particularly specified in the Schedule. All Rent shall be paid without any deductions by direct payment to the Lessor or as the Lessor directs.

#### 3. Rent Review

- 3.1 The Rent may be reviewed by the Lessor in the following manner.
  - (a) The Rent will be reviewed on the Review Dates.
  - (b) The Rent will be assessed at each Rent Review Date in accordance with the policy of the Lessor as at the Review Date for the determination of rentals for leases of reserves of the type the Premises forms part.
  - (c) The Lessee will pay the reviewed Rent from the Review Date on the basis recorded in clause 2.

#### 4. Rates and Outgoings

- 4.1 The Lessee will pay the following Outgoings as they become due.
  - (a) All rates and other charges levied or assessed in respect of the Premises by any territorial or other local government authority.
  - (b) All charges or levies for water, gas, electricity, telephones and other utilities or services supplied to or used on the Premises.

- (c) All insurance premiums and valuation fees payable in respect of all insurances effected pursuant to this lease and any insurance excess in relation to any claim under such insurance.
  - (d) All rubbish collection and sanitation charges or levies in respect of the Premises.
  - (e) All Goods and Services Tax payable in respect of the Rent and other payments due under this lease.
- 4.2 The Outgoings will be apportioned between the Lessor and the Lessee in respect of the periods current at the Commencement Date and end of the Term.
- 5. Default in payments**
- 5.1 If the Lessee defaults in payment of the Rent, Outgoings, or any other moneys payable under this lease, the Lessee must pay the outstanding amount on demand together with Default Interest from the date payment was due to the date of recovery by the Lessor.
- 6. Legal costs**
- 6.1 Each party will meet their own legal costs relating to this lease and any further legal cost relating to any variation or renewal or any deed recording a Rent Review.
- 6.2 The Lessee will meet the Lessor's legal costs of and incidental to the enforcement or attempted enforcements of the Lessor's rights, remedies and powers under this lease.
- 7. Buildings and maintenance**
- 7.1 The Lessee will not erect or alter any building or structure on the Premises nor excavate the Premises without the prior written consent of the Lessor (as landowner). Before requesting such consent, the Lessee will submit to the Lessor for its approval complete working plans and specifications together with a copy to be retained by the Lessor. The Lessee will not proceed until such plans and specifications have been approved by the Lessor.
- 7.2 The Lessee, in constructing or altering any building that has received prior approval by the Lessor under clause 7.1, will comply with the provisions of all Acts, bylaws and regulations and lawful requisitions of any proper authority having power with respect to the use of the Premises and with any conditions imposed by the Lessor or otherwise arising pursuant to the operative district plan.
- 7.3 The Lessee will comply with the provisions of the Building Act 2004 as the owner of the Building in Terms of that Act.
- 7.4 The Lessee will ensure copies of any document under the Building Act 2004 provided are displayed in the buildings on the Premises as required under that Act.
- 7.5 The Lessee will not plant any trees or shrubs on the Premises or remove any trees or shrubs from the Premises without the prior written approval of the Lessor.
- 7.6 The Lessee will at its cost in a proper and workmanlike manner and in accordance with the reasonable requirements of the Lessor.
- (a) Keep the Premises (including any buildings and structures on the Premises, fences and gates) in a clean and tidy condition and in good and substantial repair.
  - (b) Keep the Premises clear of all noxious weeds, plants and shrubs and will comply with the provisions of the Biosecurity Act 1993 and any rules, regulations and bylaws dealing with noxious weeds and growths.

- (c) Repair all glass breakages and breakage or damage to all light fittings and power points and keep the electrical system of the Premises (including any building and structures on the Premises) in good operating condition.
  - (d) Paint and re-paint any building and structures on the Premises as and when the same reasonably require painting.
  - (e) Make good any damage caused to or any defect in the interior or the exterior of any buildings and structures on the Premises.
  - (f) Keep and maintain any paved, sealed or surfaced areas in the same order, repair and condition as they were in at the commencement of this lease.
  - (g) Keep any grounds, gardens, lawns, yards or surfaced areas in a tidy condition.
  - (h) Keep and maintain all open parts of the storm and or wastewater drainage system contained in the Premises or connected thereto including downpipes and guttering clear and unobstructed.
  - (i) Keep the Premises clear of vermin.
- 7.7 The Lessee will regularly remove all rubbish and keep rubbish bins or containers in a tidy and sanitary condition.
- 7.8 The Lessee will give the Lessor immediate notice of any damage to or defect in the Premises or any pipes or fittings used in connection with water, electrical, gas or drainage services to the Premises.
- 7.9 The Lessee will not require the Lessor to contribute towards the cost of the erection or maintenance of any fence dividing the Premises from the balance of the land of which the Premises forms part or any adjoining land owned by the Lessor or the removal of such fences at the end of the Term.
- 7.10 The Lessee shall allow the Lessor to lay any drain pipes through any part of the Premises without payment and for that purpose to allow officers, servants and contractors of the Lessor on reasonable notice to enter on the Premises with or without vehicles and machinery.
- 7.11 The Lessee shall not by any act or omission damage or disrupt the Lessor's services on or under the Premises.
- 7.12 In the event of any breach of this clause the Lessor may without prior notice enter the Premises and take such remedial action as it deems appropriate and recover the cost of doing so from the Lessee. Entry under this provision will not determine the lease.
- 8. Insurance**
- 8.1 The Lessee will at its cost insure and keep insured throughout the Term (and any Further Terms if granted) all of the Lessee's buildings, structures, fittings and fixtures on the Premises against loss or damage by fire for the full replacement value. The Lessee shall provide evidence of such insurance upon receiving a request from the Lessor.
- 8.2 If insurance cover required under clause 8.1 becomes unavailable during the term of the lease or any renewal other than because the Lessee's act or omission, the Lessee will not be in breach while cover is unavailable, provided the Lessee uses all reasonable endeavours on an ongoing basis to obtain cover and where available obtains the closest comparable cover in the meantime. The Lessee will advise the Lessor in writing whenever cover becomes unavailable and provide reasons as to the unavailability.

**9. Inspection**

- 9.1 The Lessee will permit the Lessor, its officers, employees and agents to enter the Premises at all reasonable times upon the Lessor providing reasonable prior notice to view the state of repair.
- 9.2 If the Lessor gives notice of any defect, damage or default the Lessee will as soon as reasonably practicable properly repair or remedy the defect, damage or default.
- 9.3 If the Lessee fails to comply with its obligations under clause 9.2, the Lessor may at its option take such steps, expend such money and do such other things as it considers necessary to make good such defect, damage or default. Any money expended by the Lessor (together with Default Interest from the time of payment by the Lessor until the Lessee reimburses the Lessor) will be recoverable from the Lessee.

**10. Use of Premises**

- 10.1 The Lessee will not use or permit the use of the Premises for any purpose other than the Permitted Use.
- 10.2 The Lessee will not carry on or permit to be carried on upon the Premises any noisy or offensive trade or business or permit anything in or about the Premises which is or may become a nuisance or annoyance to either the Lessor or the owners or occupiers of land in the vicinity of the Premises.
- 10.3 The Lessee will comply with the provisions of all Acts, bylaws and regulations and the lawful requisition of any authority having jurisdiction over the Premises.
- 10.4 The Lessee shall not carry out any activity on the Premises that may damage or destroy any natural, scenic, historic, cultural, archaeological, biological, geological or other natural or scientific features or indigenous flora and fauna.
- 10.5 The Lessee will indemnify the Lessor against all costs, claims, damages, expenses, actions and proceedings which may arise out of any breach by the Lessee of this clause.

**11. Renewal**

- 11.1 Where a Further Term is recorded in this Schedule, the Lessee will only be entitled to a renewal for the Further Term provided the Lessor has first confirmed to the Lessee by the date that is four months prior to the relevant Expiry Date that:
- (a) The Lessee is not in breach of any Term or condition of this lease.
  - (b) There is a sufficient need for the Permitted Use.
- 11.2 Provided the preconditions in clause 11.1 have been met, the Lessee will be entitled to a renewal of this lease for a Further Term at a rental from the Renewal Date to be determined by the Lessor as on a review under clause 3 but otherwise on the same Terms and conditions contained in this lease but excluding this right of renewal. The Lessee shall give the Lessor written notice to renew the lease for a Further Term at least three calendar months prior to the expiry of the relevant Term.

**12. Signs**

- 12.1 The Lessee will not erect or display or permit the erection or display of any signs, advertising matter or electoral hoardings on the Premises without the prior consent of the Lessor.

**13. Transfer**

- 13.1 The Lessee will not assign, transfer, sublet or otherwise part with the possession or occupation of the Premises or any part of the Premises without the Lessor's prior written consent which shall be at the Lessor's sole discretion.

**14. Registration**

- 14.1 The Lessee will not call for registration of this lease.

**15. Damage or Destruction**

- 15.1 Damage or Destruction of Lessee's buildings: If any of the Lessee's buildings on the Premises or any part of them at any time during the lease are destroyed or damaged then all moneys received by the Lessee in respect of the insurance shall be expended by the Lessee with all reasonable speed in either:
- (a) Repairing and reinstating any of the Lessee's partially destroyed or damaged buildings, and until the completion of the repairs or reinstatement a fair proportion of the Rent and Outgoings shall cease to be payable as from the date of damage.
  - (b) Erecting a new building to replace any of the Lessee's buildings that are completely destroyed, and until the completion of the new building a fair proportion of the Rent and Outgoings shall cease to be payable as from the date of damage.
  - (c) Clearing the Premises of all remains and rubbish in the event that the Lessee receives insufficient insurance funds to erect a new building and is unable to do so or any necessary permit or consent shall not be obtainable. In this event the Lessee will return the Premises to the Lessor in its original condition and the lease will immediately terminate, and a fair proportion of the Rent and Outgoings shall cease to be payable as from the date of damage.

**16. Termination**

- 16.1 If at any time the Lessor is of the opinion that the Premises are not being used or not being sufficiently used for the purpose specified in this lease, the Lessor, after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Premises leased, and if satisfied that the Premises leased is not being used or is not being sufficiently used for the purpose specified in this lease, may terminate the lease on such Terms as the Lessor approves.
- 16.2 In the event of the Lessee wishing to surrender this lease during the currency of the term such surrender may be accepted by the Lessor on such condition as the Lessor may deem appropriate, including a condition that the Lessee shall be required to bear and pay any local body rates and other outgoings payable under the Lease from the date of the acceptance of the surrender until the date at which the Lease would have expired had the surrender not been accepted or the end of the rating period or other period, whichever is sooner and that the ownership of the building will revert back to the Lessor.
- 16.3 In the event of the Lessee going into recess, liquidation or being wound up for any reason whatsoever (other than for the purposes or reorganising its operations) all improvements or otherwise of the Lessee situated on the land shall revert and vest in the Lessor without compensation being payable to the Lessee for the improvements or otherwise.
- In the circumstance of the Lessee ceasing to exist the community will continue to be rated for the hall until the loans are repaid. (To be covered in a separate agreement)**

**17. Re-entry**

## 17.1 If:

- (a) The Rent or any part of it is in arrears and unpaid for 20 working days following a Rent Payment Date and the Lessee has failed to remedy the breach within 10 working days after being served notice pursuant to section 245 of the Property Law Act 2007 (PLA).
- (b) In case of breach of the Terms of the lease by the Lessee (including without limitation a breach of the Permitted Use) which the Lessee has failed to remedy within the notice period specified in a notice under section 246 of the PLA.
- (c) In the event the Lessee makes or enters into or endeavours to make or enter into any composition, assignment, compromise or other arrangement with or for the benefit of the Lessee's creditors.
- (d) In the event of the insolvency, bankruptcy, liquidation of the Lessee or the Lessee goes into recess is wound up for any reason other than for its reconstruction.
- (e) The Lessee suffers distress or execution to issue against the Lessee's property goods or effects under any judgment against the Lessee for a sum in excess of \$5,000.

Then the Lessor may cancel the lease by re-entering the Premises without giving prior notice (or further notice as the case may be) and the lease will terminate without prejudice to the rights of either party against the other.

- 17.2 On re-entry the Lessor may remove from the Premises any improvements in the apparent possession of the Lessee and place them outside the Premises and the Lessor will not be answerable for any loss resulting from the exercise of the power of re-entry.

**18. Indemnity**

- 18.1 The Lessor will not be liable for any loss or damage caused or arising out of the use of the Premises by the Lessee. The Lessee will throughout the Term (and any Further Terms if granted) indemnify the Lessor against all actions, claims, suits and demands arising out of the use of the Premises or anything done or omitted to be done on the Premises by the Lessee its members, invitees, agents or employees.
- 18.2 Without limiting the Lessee's liability under this clause, the Lessee will maintain throughout the Term a public liability insurance policy (in the joint names of the Lessor and the Lessee for their respective interests) against any damage, loss or injury for which the Lessee is liable to indemnify the Lessor. Such public liability insurance will be effected with an insurer on Terms approved by the Lessor (which approval will not be unreasonably or arbitrarily withheld) and for at least \$2 million in respect of any one claim or series of claims arising out of the same occurrence. The Lessee will on demand produce the policy to the Lessor and the receipt for payment of the current premium.

**19. Control**

- 19.1 The Lessee will allow any members of the public free and unhindered access to the Premises at all times without payment of any fee and any such person entering or remaining on the Premises shall not be deemed to be a trespasser while that person conducts and behaves themselves in an orderly and seemly manner provided however that the right of public access shall not be deemed to authorise any such member of the public to enter into the Lessee's buildings without the express consent of the Lessee.

- 19.2 The Lessee may fix such fees and charges and may make such rules for the management, control and use of the Premises and for the conduct of persons using the Premises as may be lawful proper and necessary.
- 20. Compensation**
- 20.1 The Lessor will not be liable to pay compensation for any improvements effected or buildings erected by the Lessee on the Premises.
- 21. Statute**
- 21.1 Where the Land Transfer Act 2017 and the Property Law Act 2007 or any amendment of those Acts is inconsistent with or contradictory to any provision in this lease, that provision will be negated or modified to the extent of such inconsistency as permitted by law.
- 22. Consents**
- 22.1 All consents or approvals required to be given by the Lessor under this lease will be in writing and, except where otherwise stated, will not be unreasonably or arbitrarily withheld provided that any conditions relating to such consents or approvals have been duly complied with.
- 23. Provisions remain in force**
- 23.1 Termination of this lease will not affect the operation of any clauses in this lease which are expressed or implied to have effect after its termination.
- 23.2 Nothing in the above provisions affects any other legal or equitable rights of the Lessor.
- 24. Notices**
- 24.1 Any notice or other communication (notice) given under this lease must be in writing.
- 24.2 A notice may be served personally or sent to any of the relevant party's Communication Points listed in this lease.
- 24.3 In the case of a notice under sections 245 or 246 of the PLA, notice will be served in the manner prescribed by section 353 of the PLA. In all other cases, unless otherwise required by sections 352 to 361 of the PLA, notice will be served:
- (a) In the manner authorised by sections 354 to 361 of the PLA.
  - (b) By personal delivery, or by posting by registered or ordinary mail, or by email.
- 24.4 Notices are deemed served at the following times:
- (a) When given personally, on delivery.
  - (b) When sent by post (other than airmail) or document exchange, on the fourth working day following the date of posting.
  - (c) When sent by airmail outside New Zealand, on the seventh working day following the date of posting.
  - (d) When sent by email, when acknowledged by the addressee by return email or otherwise in writing.
- 24.5 Any notice which has been served on a Saturday, Sunday or public holiday or after 5pm on a working day is deemed to be served at 9am on the first working day after that day.
- 24.6 A notice may be given by an authorised officer, employee or agent.

- 24.7 Notice may be given personally to a director, employee or agent of the party at that party's address or to a person who appears to be in charge at the time of delivery or according to sections 387 to 390 (inclusive) of the Companies Act 1993.
- 24.8 If the party is a natural person, partnership or association, the notice may be given to that person or any partner or responsible person. If they refuse to accept the notice, it may be brought to their attention and left in a place accessible to them.
- 24.9 Time is of the essence.
- 25. Dispute resolution**
- 25.1 Unless otherwise provided under this lease, if a party has any dispute with the other party in connection with this lease:
- (a) That party will promptly give full written particulars of the dispute to the other.
  - (b) The parties will promptly meet together and in good faith try and resolve the dispute.
- 25.2 If the dispute is not resolved within 10 working days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 25.3 A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.
- 25.4 The mediation procedure is:
- (a) The parties will appoint a mediator and if they fail to agree on a mediator within 15 working days of referral to mediation, the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - (b) The parties must co-operate with the mediator in an effort to resolve the dispute.
  - (c) If the dispute is settled, the parties must sign a copy of the Terms of the settlement.
  - (d) If the dispute is not resolved within 20 working days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - (e) Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- 25.5 The Terms of settlement are binding on the parties and override the Terms of this lease if there is any conflict.
- 25.6 The Terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 25.7 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any arbitration or legal proceedings.
- 25.8 Either party may commence arbitration proceedings when mediation ceases under clause 25.4(d) by giving written notice to the other party.
- 25.9 If the dispute is referred to arbitration:
- (a) The arbitration will be conducted by one arbitrator appointed jointly by the parties.
  - (b) If the parties cannot agree on an arbitrator within five working days of written notice being given under clause 25.8 the appointment will be made by the president of the New Zealand Law Society or the president's nominee. That appointment will be binding on all parties to

the arbitration and will not be the subject of an appeal. The provisions of article 11 of Schedule 1 of the Arbitration Act 1996 are varied as above.

- (c) The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
  - (d) The place of arbitration will be Invercargill.
  - (e) Unless agreed otherwise, the costs and expenses of the arbitration will be met in accordance with article 6 of Schedule 2 of the Arbitration Act 1996.
  - (f) Any settlement by arbitration will be recorded in the form of an arbitral award on agreed Terms in accordance with Schedule 1 of the Arbitration Act 1996.
  - (g) The award will be binding on the parties and override the Terms of this lease if there is any conflict.
  - (h) Either party may appeal to the High Court on any question of law arising out of an award in accordance with the Arbitration Act 1996.
- 25.10 Neither party will unreasonably delay these dispute resolution procedures.
- 25.11 Despite the procedures outlined in this clause, in the event of default the Lessor may alternatively:
- (a) Take proceedings for the recovery of Rent or other monies payable under this lease.
  - (b) Exercise their rights and remedies under clause 16.
- 25.12 These dispute resolution procedures do not apply to:
- (a) Any dispute arising in connection with any attempted renegotiation of this lease.
  - (b) An application by either party for urgent interlocutory relief.
  - (c) Any provision in this lease in respect of which the Lessor's decision is final.
- 25.13 Pending resolution of any dispute the parties will perform this lease in all respects including performance of the matter which is the subject of dispute.
- 26. Communication Points**
- 26.1 The Communication Points for the Lessor and Lessee at the date of this lease are as set out in the Schedule.
- 26.2 Each party will notify the other in writing of any changes to the Communication Points.
- 27. General**
- 27.1 The Lessor is a territorial authority under the Local Government Act 2002 and nothing in this lease binds the Lessor in its regulatory capacity.
- 27.2 For the purposes of the exercise or any of the Lessor's powers under this lease, the Term "Lessor" includes its chief executive for the time being and any officer, agent or contractor authorised by the chief executive.
- 27.3 Nothing contained or implied in this lease shall be deemed to confer on the Lessee any right to acquire the fee simple of the land of which the Premises forms part.
- 27.4 Words or phrases appearing in this lease which are also defined in the Schedule will be read and construed in accordance with such definitions.
- 27.5 The Schedule and annexures form part of this lease.

- 27.6 Headings are inserted for reference only and do not affect the interpretation of this lease.
- 27.7 The Lessor's waiver or failure to act in response to a breach by the Lessee of its obligations in this lease will not operate as a waiver of the same breach on a later occasion or any other obligations in this lease.
- 27.8 Words importing the singular number include the plural and vice versa.
- 27.9 The Term Lessor includes and is binding on its successors and assigns which specifically includes any government body, local authority or other organisation that takes over the responsibilities of Southland District Council in respect of the Premises, and the Term Lessee includes and is binding on the Lessee's executors, administrators and permitted assigns or successors in title.
- 27.10 Reference in this lease to any Act or Regulation will be construed as including reference to any amendments or subsequent enactments passed in substitution unless the context otherwise requires.
- 27.11 "Working day" has the meaning set out in section 4 of the Property Law Act 2007.
- 27.12 Special Terms in the Schedule will override the Terms in the body of the lease in the event of any inconsistency.
- 27.13 The Lessee in carrying out the Permitted Use shall comply with the Lessor's Smoke/Vape Free Open Spaces Policy 2023 ("policy") as it relates to the Lessee's use of the Premises. The policy is available on the Lessor's website. In particular, the Lessee agrees:
- a) It will permit the Lessor to install smoke and vape free signs on the Premises in such places as the Lessor determines (acting reasonably); and
  - b) To promote all public events it holds on the Premises as smoke and vape fee.
- The Lessor will provide a link to the policy to the Lessee or its event coordinator to include in promotional material for any public events.

**Signed by**

Signed for and on behalf of **Southland District Council** as Lessor under delegated authority in the presence of:

\_\_\_\_\_  
Signature

Kevin McNaught  
\_\_\_\_\_  
Name

Manager Property Services  
\_\_\_\_\_  
Position held

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed for and on behalf of **Waikawa Hall Committee Charitable Trust** as Lessees in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position held

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position held

**Schedule**

**Particulars and Special Terms**

Item 1	Premises (Land only)	That part of the recreation reserve known as Waikawa Recreation Reserve as more particularly shown on Appendix 1, attached and outlined in bold red. 11 Larne Street, Waikawa  Section 17 Block II Waikawa SD
Item 2	Term	Fifteen (15) years
Item 3	Commencement Date	01 July 2024
Item 4	Expiry Date	30 June 2039
Item 5	Further Term	Fifteen (15) years
Item 6	Renewal Date	01 July 2039
Item 7	Final Expiry Date (if all further Terms have been exercised)	30 June 2054
Item 8	Rent (subject to review if applicable)	\$1.00 per annum (if demanded)
Item 9	Payments of Rent	Yearly in advance
Item 10	Rent Payment Dates	1 <sup>st</sup> of January in each and every year
Item 11	First Rent Payment Date	01 July 2024
Item 12	Review Dates	5 yearly on the anniversary date
Item 13	Default Interest	12% per annum
Item 14	Permitted Use	Community Hall and associated activities
Item 15	Outgoings	See clause 4.1
Item 16	Communication Points	Lessor’s Communication Points for notices are: 15 Forth Street, Invercargill Attn: Property Advisor <a href="mailto:contactproperty@southlanddc.govt.nz">contactproperty@southlanddc.govt.nz</a>
		Lessee’s Communication Points for notices are: ..... ..... .....

**Special Terms**

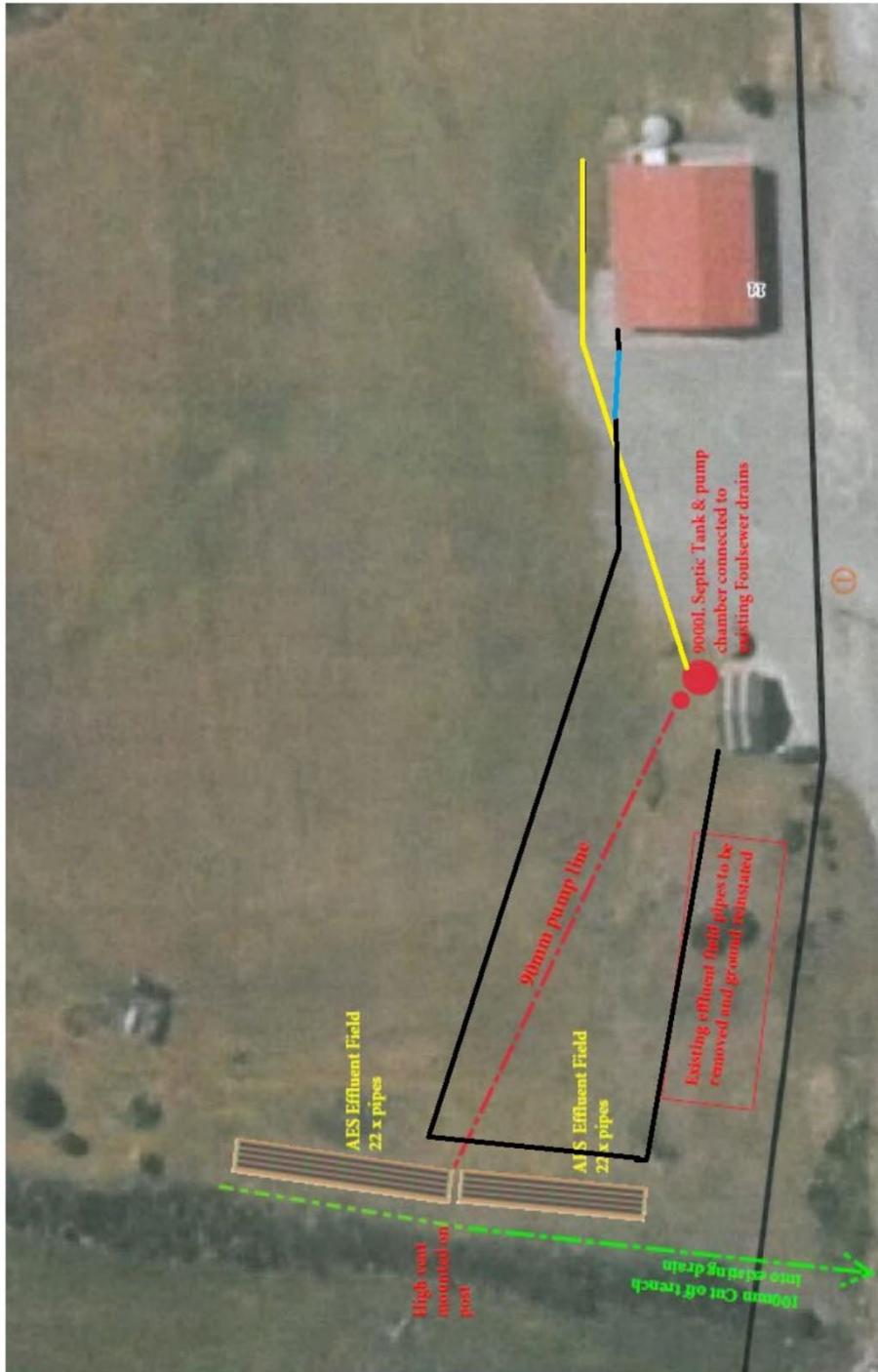
1. The Lessee agrees when requested, that the Lessor may convey water from the water tanks connected to the building situated on the premises to supply the neighbouring public toilets owned by the Lessor.
2. The Lessee shall not unreasonably withhold consent to a request from the Lessor to convey water.
3. The Lessor agrees that the Lessee may drain sewage from the building on the premises to the Lessors effluent disposal system along the yellow line shown on Appendix 2.
4. The Lessor and Lessee agree that in exchange for the right to convey water and the right to dispose of sewage the Lessor shall be responsible for all costs for the pipe work conveying water and that the Lessee shall be responsible for all costs for the pipe work draining sewage as shown in yellow on Appendix 2.

DRAFT

Appendix 1 – Site Plan



Appendix 2 - Sewage As Built Plan





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## **Community board reporting**

**Record no:** R/24/2/6394  
**Author:** Karen Purdue, Community partnership leader  
**Approved by:** Sam Marshall, Group manager customer and community wellbeing

Decision  Recommendation  Information

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### **Purpose**

- 1 The purpose of this report is to inform the board of the community leadership, operational and Council activities in the board area and across the district.

### **Recommendation**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled "Community board reporting".**

### **Attachments**

- A Waihopai Toetoe - community leadership report - 27 February 2024
- B Trading in public places - schedule of approved sites
- C Waihopai Toetoe operational report - February 2024



**What's happening in your area**

**Tunatuna Murihiku Pump Track**

Exciting news for the Wyndham community. The Tunatuna Murihiku Pop up Pump Track is now at the Wyndham playground which is located 2 Balaclava Street.

An after-school community BBQ is being held from 3.30-5.30pm on Monday 26 February. Everybody is welcome for an afternoon of fun.

Please note the postponement date is Tuesday 27 February from 3.30-5.30pm.



**What's happening across the district****Northern Community Board community service award – Jim Guyton**

Prominent Mossburn identity Jim Guyton has received a Community Service Award from Southland District Council and the Northern Community Board.

Southland Mayor Rob Scott said Mr Guyton had certainly made his mark on Mossburn and the wider Northern Southland area. “Your involvement had shaped the community over many years.”

Award nominator Shona Scott said she had been amazed by his “outstanding contributions” to Mossburn. “He is a community leader, volunteer extraordinaire and his wealth of knowledge is unfathomable”.

Mr Guyton arrived in Mossburn in 1963 to be his brother’s best man and never left. Instead, he immersed himself in the daily life of the township, volunteering, putting his hand up for election, leading from the front and advocating strenuously for Mossburn.

He was a farmer, owned a butchery business, mowed lawns and drove buses. His list of achievements is considerable. Mr Guyton was a founding member of the Mossburn Charitable Trust in 2013 and remains a trustee. He served on the Mossburn Community Development Area (CDA) subcommittee for many years, latterly as the chairman, and was president of the Mossburn RSA.

Mr Guyton and his wife Maureen were caretakers of the Mossburn Community Centre in the 1980s, donating their services without charge, before he joined the committee as the CDA representative.

He was both a trustee and chair of the Northern Southland Development Trust and chaired the Mossburn branch of Civil Defence.

His longest service has been to the Mossburn Volunteer Fire Brigade, which Mr Guyton regards as his second home, for 53 years. He was chief fire officer for 33 years and is still involved as an operational support member.

A justice of the peace, Jim Guyton received the Queen’s Service Medal in the New Year’s Honours in 2006.

Accepting his award, Mr Guyton noted he was a firm believer that “there’s no I in team” and said he was just one of a group of people who had the same outlook: “to better Mossburn”.

He acknowledged the unwavering support of his “managing director”, wife Maureen.

Mr Guyton said he didn’t regret a day of his service to Mossburn. “If you put something into the town you get it back.”



**Wallace Takitimu Community Board community service award – Bev Evans**

Bev Evans was presented with a Community Service Award from Southland District Council and the Wallace Takitimu Community Board on Friday 19 January 2024. This award reflected a lifetime of dedicated involvement in the Nightcaps area.

Presented by Mayor Rob Scott, the accompanying citation included a lengthy list of organisations which have benefited from Mrs Evans’ caring nature.

“It would probably be quicker if I listed off the things she hasn’t done for the community,” Mr Scott quipped.

“People like Bev are often described as the glue which holds a community together, but she really is the superglue.”

A Nightcaps resident for 80 years with her husband Brian, the couple raised three daughters in the rural Southland town.

Renowned for her baking skills, Mrs Evans was always one of the first with trays of food for local people and businesses when needed.

She has held numerous positions throughout the district, including as a member of the Nightcaps Golf Club for 40 years where she served as president, secretary, caterer and bar manager.

She coached netball, volunteered on the ambulance for five years, was the local Victim Support person and served on the Nightcaps Medical Trust and Lotto boards. Her tenure on the Nightcaps Community Development Area subcommittee (CDA) and Wallace Takitimu Community Board spans over 15 years.

Mrs Evans organises the hugely successful Nightcaps fireworks display at McGregor Park and assists local schools with Christmas gifts each year.

“Bev is a highly respected and valued member of the Nightcaps community and so deserving of this accolade,” Mayor Scott said.



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## New Zealand Defence Force - Anzac Day support

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The New Zealand Defence Force (NZDF) has created a simple system for arranging routine Anzac Day community support for 2024.

Organisers of local Anzac Day services are encouraged to submit their request via an easy-to-use QR code and form, if they'd like members of the NZDF to attend next year's commemorations.

Anzac Day is an important occasion for all our personnel to participate in, many of whom are veterans and have significant family connections with those who have served.

We want to support and participate in as many RSA and community-led services as we're able to. So if you help organise your local Anzac Day service and would like to request NZDF attendance, please submit requests for support as early as possible and no later than Friday 29th March, 2024.

Requests received after this date will still be considered, but our ability to provide support will be resource-dependent.

Examples of support the NZDF is able to provide at a local level include guest speakers, wreath bearers and layers, flag orderlies and potentially buglers and parade commanders.

Requests for flypasts may be considered depending on operational priorities. Firing parties will not be provided to domestic Anzac Day commemorations.

Catafalque guards will only be provided at the national commemorative services at Pukeahu National War Memorial Park, Atatürk Memorial and the Auckland War Memorial Museum, and at designated services identified by the NZDF's Heritage Commemorations and Protocol unit. This is due to protocol, practicality and security reasons.

You can access the support request form here: <https://forms.office.com/r/ABwFZZQe2f>

Any queries can be directed to [ANZACsupport@nzdf.mil.nz](mailto:ANZACsupport@nzdf.mil.nz)

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## Trading in Public Places Bylaw – review of approved sites and potential sites

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The Environmental Health team are reviewing the Trading in public places schedule of approved sites.

Their aim is to meet the needs of the community and with this in mind they would value input from the board on any potential new sites for consideration.

Representatives from the Environment Health team will be available to speak to the board about these sites at a workshop to be held after the meeting.

A copy of the current location schedule is attached to this report.

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## Withdraw of funding for Transport Choices Programme

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The New Zealand Transport Agency (NZTA) Waka Kotahi funding for cycling, walking and public transport initiatives was put on hold (late October 2023) nationwide until the agency received clear direction from the incoming government on its transport investment priorities, and what this would mean for the Transport Choices programme.

The brakes have now been put on these public transport initiatives for our district, and across New Zealand after the coalition Government announced no more central Government funding is available.

The Minister for Transport, Simeon Brown, advised local authorities there will be no further funding approved for the NZTA Waka Kotahi Transport Choices programmes, beyond existing contractual obligations. For our district, this means we will no longer receive funding to supply and install cycling infrastructure (such as cycle/scooter stands, and a bike maintenance station).

Council had identified three projects that were due to be constructed this year as part of the Transport Choices programme in Riverton, Winton and Te Anau and these will not go ahead unless other funding streams become available in the future.

The Transport Choices programme was part of the Climate Emergency Response Fund investing millions nationwide in projects that provide safer and more convenient choices for walking, cycling, and public transport to reduce people's reliance on cars.

## Community funding

### Community Partnership Fund

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The next round of the community partnership fund closes on 31 March 2024.

### Other community funds closing on 31 March 2024

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The following funds are administered by Council. All application forms are on the SDC website: <https://www.southlanddc.govt.nz/council/funding-and-grants/> or email [funding@southlanddc.govt.nz](mailto:funding@southlanddc.govt.nz)

- District Initiatives
- Sport New Zealand Rural Travel Fund
- Creative Communities Fund
- Ohai Railway Fund
- Northern Southland Development Fund

## Council department updates

### Community facilities team update

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#### Resourcing

The team is experiencing capacity issues due to several staff vacancies at present. Where possible, please use the request for service (RFS) option to report problems in the first instance or contact your CPL.

#### Project scopes

The team will be sending out draft project scopes prior to workshopping these with the boards with the intention of having the scopes signed off by the end of this financial year. The projects being scoped are for years 1,2 and 3 of the long term plan.

#### Tree work

All of the dead tree removal work has been completed and our contractors will now be focusing on trees under powerlines. This work is being completed within the existing available budgets where possible. There may some instances where a budget may need to be increased through forecasting so that our contractor doesn't have to be called back to complete work in the next financial year.

The team is happy to provide any further clarification.

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## Governance

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Staff are busy working on a number of work streams including:

**Representation review** – Staff are in the process of analysing and summarising community feedback about Council's representation arrangements. Over the next four months staff will develop and discuss possible representation options. Staff anticipate Council will adopt an initial representation proposal in May 2024, that will be consulted on in June/July 2024.

**Citizenship ceremony** – A citizenship ceremony took place at the Winton Memorial Hall at 11am on 9 February 2024. This is a ceremony to celebrate people becoming New Zealanders and everyone is welcome to attend.

**Great South and SpaceOps draft statement of intents** – staff will be preparing reports to Council introducing these two draft statement of intents. Council will be able to provide feedback on the statements.

**Code of conduct** – staff are considering the LGNZ model code of conduct and intend to have another discussion with Council about the model code in March.

**Community board chairs night** – staff are organising a community board chairs night for 6pm on 20 February 2024 to be held in the ANZAC Room, Winton RSA Hall. If board chairs cannot attend it would be great if deputy chairs could attend please.

**Declaring pecuniary and other interests** – Staff are looking to revise the declaration forms for these and will be contacting elected members in the next couple of months to receive information on any changes to elected members' interests.

**Akona learning platform** – There are still online learning sessions available on:

- Engaging with Maori
- Working with the media
- Health & safety and governance
- Chairing meetings
- Designing and delivering great speeches
- LGOIMA.

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## Long term plan

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Staff are in the process of looking at the first 100-day plan from the new coalition government in terms of how aspects of the plan could have an impact on the Long-Term Plan.

Council's consultation document is currently being prepared and will be released in March.

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## Strategy and policy update

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### Policy work programme

The Organisational policy team are currently working through developing the policy review work programme for the year. Once this programme is confirmed we plan to share it with community boards, which is anticipated after February. Community Boards will be invited to identify the specific topics within the work programme they would like us to discuss/workshop with them, which will then be incorporated into our planning and stakeholder engagement.

### Speed Management Plan

Submissions on Council's Draft Speed Management Plan were received by Council in December. Council will workshop issues and options arising from public consultation and consider impacts of changes to speed management planning implemented by the newly formed government in late January. Following this it is anticipated that the Final Speed Management Plan will be presented to Council for deliberation and adoption in early March.

### Trading in Public Places Bylaw

Council adopted the revised Trading in Public Places Bylaw on 13 December 2023. The new bylaw allows Council to regulate and manage trading activities including mobile trading, alfresco dining, signage and retail displays in public places owned and controlled by Council. The new bylaw came into effect on 1 January 2024 and is publicly available on Council's website.

A separate internal review of the bylaw's supporting documentation (such as the schedule of approved sites and associated application forms) is currently underway. This review will include input from community boards and stakeholders and will consider the operational requirements and specific conditions to be issued for applicants in relation to trading activities such as location and trading hours.

## Stakeholder updates

### Victim Support Southland



Join the **Victim Support** Whānau and make a difference in your community! We're looking for dedicated volunteers in Invercargill and surrounding areas.

Invest your time in our community with great online training starting at the end of February. Become a valued member of our committed team.

Curious to learn more? Visit <https://www.victimsupport.org.nz/> or give us a call for free at 0800 842 846.

**Be the support that victims need—join us today!**



# Trading in public places

## Schedule of approved sites

Southland District Council

Southland District Council  
Te Rohe Pōtae o Murihiku

PO Box 903  
15 Forth Street  
Invercargill 9840

☎ 0800 732 732  
@ sdc@southlanddc.govt.nz  
🏠 southlanddc.govt.nz

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**District wide areas****A Council reserve land, ie parks and sporting grounds**

1. Unless specifically granted Council reserve land, ie parks and sporting grounds, can only be used if the mobile shop/stall is part of an organized event and the licence owner has obtained permission from the event organiser.

**Te Anau****B Events centre car park – bus park 1 and 2**

1. The bus parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by buses.
2. Trading may not be possible during large events at the events centre. Contact must be made with the event centre co-ordinator to ensure that operation is possible. Approval from event organisers may be obtained prior to establishment to allow operation.
3. Customers will need to be able to access the service window of the vehicle from the footpath/ reserve. No trading on the carpark is allowed.

**C Steamers Beach**



1. Area cannot be booked for the purpose of trading. The availability will be subject to demand for parking by the public.
2. Vehicle may be parked on the grass area provided no damage to grass or trees is created
3. All structures must be removed from the site at the end of trade each day.
4. The licensee or operator shall remove any litter from the surrounding area of the trading stall that has been generated by the activities of his/her operations.

**Winton**

**D Winton ANZAC Oval**



1. The car parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.

**E Winton State Highway 6**

1. The car parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.
2. Customers will need to be able to access the service window of the vehicle from the footpath/reserve. No trading on the carriageway or footpath is allowed.
3. Vehicle may be parked on the grass area provided no damage to grass or trees is created.

**Otautau****F Otautau northern entrance in 100 km zone**

1. Customers will need to be able to access the service window of the vehicle from the footpath/reserve. No trading on the carriageway is allowed.
2. Vehicle may be parked on the grass area provided no damage to grass or trees is created.

**G Otautau southern entrance before the vet shop**



1. The car parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.
2. Customers will need to be able to access the service window of the vehicle from the footpath/ reserve. No trading on the carriageway is allowed.
3. No obstruction of the footpath may occur. This includes waiting/queued customers as well as any signage or equipment that may be used by the trader

**Lumsden**

**H Lumsden toilet car-park**



1. The car parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.
2. Vehicle may be parked on the grass area provided no damage to grass or trees is created.
3. Not permitted to trade when council has allowed events booked/ planned for this area, unless approval is obtained from Event organisers.

**I Lumsden old railway station**

1. The car parks cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.
2. Vehicle may be parked on the grass area provided no damage to grass or trees is created.
3. Not permitted to trade when council has allowed events booked/ planned for this area, unless approval is obtained from event organisers.

**J Lumsden Railway reserve**

1. Vehicle may be parked on the grass area provided no damage to grass or trees is created.
2. Not permitted to trade when Council has allowed events booked/ planned for this area, unless approval is obtained from event organisers.

**Tuatapere****K Clifden Bridge**

1. Area cannot be booked for purpose of trading. The availability will be subject to demand for parking by the public.
2. Customers will need to be able to access the service window of the vehicle from the road reserve. No trading on the carriageway/road is allowed.
3. All structures must be removed from the site at the end of trade each day.
4. The licensee or operator shall remove any litter from the surrounding area of the trading stall that has been generated by the activities of his/her operations.



# Waihopai Toetoe Community Board

## Tracker - ongoing

- Open space project
- Fortrose concepts
- Fortrose Hall
- Curio Bay development
- Wyndham wastewater project
- Wyndham camping ground review
- Waikawa Hall
- Power account for Edendale Rec Reserve
- Wheely bins removal requests (community facilities)
- Underpass in Woodlands (NZTA)
- Smaller sections in subdivisions (relates to District Plan)
- Signage on walking tracks (Manse, Turner streets and McKinnon Road)
- Assessment of war memorials (District activity)

## Upcoming priorities

CB Plan review

## Resource consents granted

RMA Granted for Community Board

RestOfSDC BoardCount



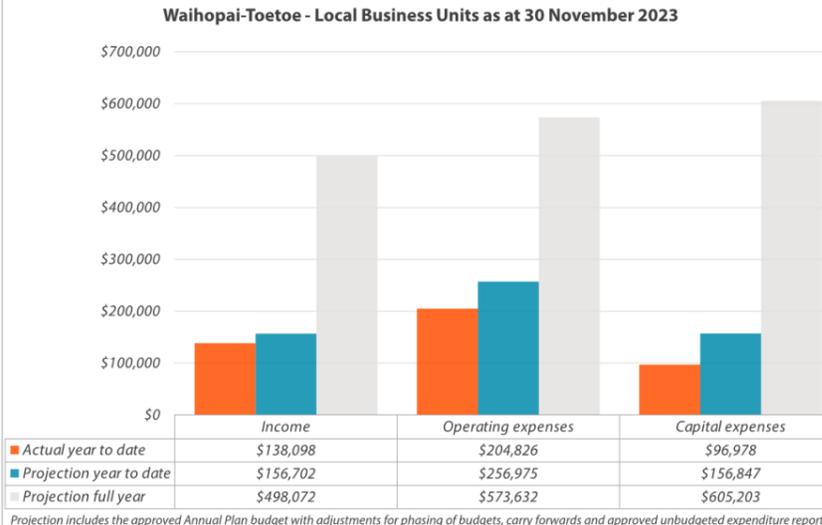
## Building consents granted

Building Consents Issued for Community Board

RestOfSDC BoardCount



## Local budget information



Projection includes the approved Annual Plan budget with adjustments for phasing of budgets, carry forwards and approved unbudgeted expenditure reports

### Budget notes

**Income** is \$19K below projection mainly due to the phasing of the Better off funding income to fund the Wyndham camping ground.  
**Operating expenses** are \$53K under projection. This is due to a number of overs/unders in the projected budgets for the various business units. Some of the underspends are due to the phasing of the budgets as is the case in the Wyndham camping ground feasibility study project (\$47K) and the Woodlands septic tank cleaning costs. (\$3K) The Waihopai Toetoes Community Pool grants have not been expensed (\$10K). The Community Leadership business unit is \$5K overspend due to a grant to the Waikawa district museum. This was because of non payment of the grant in previous years.  
**Capital expenses** are \$60K under projection mainly due to the phasing of the Edendale Wyndham multi-use track and various footpath projects.

### Service contracts

#### Water and wastewater services operation and maintenance

The 23/01 operations and maintenance contract continues to run well across the Waihopai Toetoe Community Board region. Water and wastewater services across the area have continued to operate with no significant increase to RFSs or SRs outside of ordinary functions being submitted to Council or Downer. With the summer months being milder than previous years there has not been the same amount of pressure on Council's three waters infrastructure, as a result, all aspects of three waters delivery has functioned well. There are no additional events of note to report.

Minor CAPEX works to install new screens at the Edendale-Wyndham wastewater treatment plant is underway, this is to replace the previous screens that were damaged by a third party. This will greatly improve treatment quality and reduce operator time spent at the wastewater treatment plant.

#### Edendale and Wyndham, Woodlands, Waikawa, Fortrose, Tokanui, Gorge Road reserve and Weirs beach mowing areas

The mowing has been going well in these areas with few queries coming through. The contractors have managed to stay on top of the all the growth.

#### Alliance roading contract

Noxious spraying and verge spraying on both sealed and unsealed roads have restarted around the District.

Bridge maintenance programme continues to be programmed and delivered on a priority status.

The slip site on Brydone Glencoe Road will have temporary speed restrictions again until this area is stabilised.

## Projects update

Activity	Name	Current Phase	Current Progress	Budget ACTUAL YTD
<b>PARKS AND RESERVES</b>	Curio Bay - Reserve management plan	Delivery phase	On track	\$50,000 \$- P-10868
<i>Work on this project is progressing through the engagement process.</i>				
<b>PARKS AND RESERVES</b>	Edendale/Wyndham multi use track part1	Delivery phase	On track	\$200,000 \$118,748 P-10863
<i>A meeting was held on 14 February with the consultants to update the community board and look at the next steps.</i>				
<b>REFUSE, RECYCLING AND GREEN WASTE</b>	Woodlands recycling transfer	Initiation phase	Monitor	\$70,000 \$20,428 P-11073
<i>The container has been purchased. We are still looking for suitable site locations in the Woodlands township perimeter area. This project is unlikely to be completed in the 2023/2024 period.</i>				
<b>REFUSE, RECYCLING AND GREEN WASTE</b>	Wyndale recycling transfer	Delivery phase	On track	\$70,000 \$20,428 P-11068
<i>This project has started with the removal of trees and is due to be completed in March/ April.</i>				
<b>WASTEWATER</b>	Edendale/Wyndham wastewater - consent renewal	Pre-delivery phase	On track	\$440,000 \$223,129 P-10454
<i>The Edendale/ Wyndham consent application has been lodged by GHD to Environment Southland, the consent went limited notified. This process has four written objections, two from Iwi, DOC and fish and game. Currently Council are working through a solution to please all parties, but still have a discharge to water for a maximum of five years, then it will be land discharge. It is still anticipated to be a 2024/2025 construction period through to 2026/2027.</i>				

## Service requests

Across the district there were 792 RFS' lodged during the period November & December, of which 155 were related to three waters. 59 of the total requests belonged to this board area. A full summary of those requests is listed over the page.



January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024
	Board meeting		Board meeting		Board meeting		Board meeting		Board meeting		Board meeting
		Community Partnership Fund applications close 31 March						Community service award nominations close 30 September			
		District Initiative fund, Creative Communities Fund, Sport New Zealand Rural Travel Fund and John Beange Fund applications close 31 March						District Initiative fund, Creative Communities Fund, Sport New Zealand Rural Travel Fund and John Beange Fund applications close 30 September			Scholarships and bursary applications close 20 December 2023

**RFS breakdown by type**

Waihopai Toetoe Community Board RFS (November and December 2023) = 59. District Wide = 792. 3 waters service requests = 155

REQUEST TYPE	COUNT
Abandoned vehicles	1
Cemeteries/memorials - repairs and maintenance	4
Community housing - current tenant enquires	1
Community housing - repairs and maintenance	5
Council property enquiry	1
Gravel road faults	1
Hazards	1
Litter matters rural (not state highway)	1
Paper roads	1
Parks and reserves - repairs and maintenance	1
Rapid numbers - new	1
Sewer main blockage	1
Signs repairs (not stop/give way)	1
Streetscape - vegetation	7
Toilets - cleaning, repairs and maintenance	3
Transport - contractor customer complaint	1
Transport general enquiries	6
Vegetation rural (overgrown or visibility issues)	2
Water and waste general	6
Water asset leak (main, hydrant, valve or meter)	2
Wheelie bin cancel/damaged/stolen	3
Wheelie bin collection complaints	1
Wheelie bin general enquiry	3
Wheelie bin new/additional	5
<b>Total</b>	<b>59</b>

## Councillor update

**Record no:** R/24/1/2632  
**Author:** Rachael Poole, Committee advisor  
**Approved by:** Robyn Rout, Governance legal manager

Decision                       Recommendation                       Information

### Purpose of report

- 1 This report is to provide the board an overview of the matters that have been considered at Council and Finance and Assurance Committee meetings in December 2023.
- 2 To watch any of the previous Council or Finance and Assurance Committee meetings select this link: [SDC youtube](#)
- 3 An overview of reports presented is given in the table below.
- 4 This report is also to provide an opportunity for Councillor Keast to update the board on any other issues that have arisen around the Council table.

6 December 2023 – Finance and Assurance Committee meeting	
Report	Overview
Finance and Assurance Committee workplan	The workplan for the Finance and Assurance Committee was received.
Legal matter – next steps	The purpose of the report was to present a draft implementation plan and options for a monitoring regime. This was in response to a request made by Council 15 November 2023.
Environmental services business improvement (17A review) – quarterly update	The purpose of the report was to change the dates against ten of the actions that have been reviewed as part of the implementation plan.  At its meeting on 6 September 2023, Council received the updated implementation plan and reviewed the status of the actions. A more logical ordering of the actions was recommended and this has been completed.
Long term plan project plan timeline update	The purpose of this report was to update the Finance and Assurance Committee on the progress of the Long Term Plan to date.
Draft Deloitte engagement letter for the Long Term Plan 2024 - 2034	The purpose of the report was to seek approval for the signing of the draft audit arrangements letter for the 2024-2034 Long Term Plan, subject to fee discussions and review of audit timing. The Finance and Assurance Committee agreed to accept the terms, scope, approach areas of audit emphasis and arrangements as set out in the engagement

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	letter, noting that further correspondence is coming from of Office of the Auditor General on the fees for this work.
Review of rates remission and postponement policy	Finance and Assurance Committee endorsed that the draft Rates Remission and Postponement Policy is put out for public consultation.
Draft policy on Development and Financial Contributions	The Finance and Assurance Committee endorsed and recommended to Council that the draft policy on Development and Financial Contributions is put out for public consultation.
Health and safety update	Staff updated the Finance and Assurance Committee on health and safety within the organisation. Chair Robertson requested staff include in the health and safety update information on staff wellbeing (information on access to Benestar services), acknowledging that this data will be anonymous. Staff agreed to include this as part of the quarterly reporting.
Cyber security update	Staff updated the Finance and Assurance Committee on cyber security. This included making gains in the latest phishing campaign and an ALGIM award for top five, most improved in cyber security. Currently they have identified the biggest cyber security risk is staff clicking on a link contained within a phishing email. One third of all emails coming into SDC are identified as invalid and are removed before being delivered to the intended recipient.
Risk management – December 2023 quarterly report	The purpose of the report was to submit the December 2023 Quarterly Risk Management Report for consideration by the Finance and Assurance Committee. Flooding is an area of increased risk and it was identified that there is a need to encourage mitigation through Emergency Management Southland.
Interim performance report – period one – 1 July 2023 – 31 October 2023	The purpose of the report was to provide the Finance and Assurance Committee with the Interim Performance Report for the period 1 July 2023 to 31 October 2023 for review and feedback. This was the first reporting period for the 2023-2024 year and it is a snapshot in time. Currently of the 58 KPIs identified, 40 have been achieved, which is consistent with previous years.
<b>13 December 2023 – Council meeting</b>	
Milford Opportunities Project - update	Milford Opportunities programme director Chris Goddard spoke to the meeting and it was noted that the Milford Opportunities project was initiated by Southland District Council and the Government in 2017 to explore ways to do tourism differently for the benefit of people and place and

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	also looking beyond current constraints to a self-funded, sustainable tourism system that invests in conservation.
Swim safe (Active Southland) update	Kate McRae and Gemma O'Neill updated Council on delivery of water safety skills to primary school children within Southland. Tutor and teacher learning is aligned via online learning. The administration side of this project is streamlined. Individual students can be tracked and monitored when they move schools. A deep-water experience is an optional extra for schools and is run in conjunction with boat safety information.
Environment Southland and Waituna Partnership update	<p>Nick Perham spoke to Council on the Waituna partnership, gave a brief timeline from 2018 to 2023 and shared key learnings from the journey to date. Paul Duffy and Julie Keast were thanked for their efforts in relation to the wetland.</p> <p>EnviroSchools regional coordinator Josh Sullivan and Early childhood education facilitator Wendy McLachlan spoke to councillors on the success of this programme to date in schools and kindergartens. Tuakana/teina – older children sharing their knowledge with the younger children is happening in many schools and kindergartens, as well as the students taking their knowledge home and sharing with their parents and caregivers.</p>
Mayors report	<p>Mayor Scott updated Council on the meetings and events he attended during November. Mayor Scott then asked Waihopai Toetoe Community Board chair, Pam Yorke to speak.</p> <p>Chair Yorke particularly highlighted many events that the Board have be involved with.</p> <p>Below are items of particular interest:</p> <ul style="list-style-type: none"> <li>• the recent tour of the Waihopai Toetoe ward by the Mayor and Councillors</li> <li>• community Board engagement at the recent Wyndham street market (24 November 2023) and the Wyndham A&amp;P show (2 December 2023)</li> <li>• board input into the 2024/2034 long term plan</li> <li>• scoping of the multi-use track between Edendale and Wyndham</li> <li>• Tokanui skate park nearly completed thanks to the Better Off Funding</li> <li>• roadworks on Salford Street are progressing prior to the handover of the street from New Zealand Transport Agency to Southland District Council</li> </ul>

	<ul style="list-style-type: none"><li>• halls are an ongoing time-consuming part of the Board/Ward area</li></ul> <p>Chair Yorke thanked Councillors Duffy and Keast for their availability to assist when needed.</p> <p>Mayor Scott asked Tuatapere Te Waewae Community Board chair, Anne Horrell to speak.</p> <p>Chair Horrell particularly highlighted many events that the Board have be involved with.</p> <p>Below are items of particular interest:</p> <ul style="list-style-type: none"><li>• thank you to mayor and ward councillors for their support, also to the chief executive and staff</li><li>• Tuatapere Promotions’ group acquired a building and opened the Central and Western Archive hub on 13 October 2023</li><li>• Hump Ridge track is well supported this season</li><li>• Tuatapere RSA are active and had well planned services in April for ANZAC Day</li><li>• Tuatapere Community Worker Support Trust is active in the area and thank you to the support from the Community Partnership Fund</li><li>• grass is mowed regularly at the Tuatapere Domain by a volunteer</li><li>• Tuatapere and Orepuki both have community gardens</li><li>• installation of resting seats at the Orepuki Cemetery</li><li>• two locals are coordinating the Pahia Predator Control Group for predator control. The group also received funding from the Community Partnership Fund</li><li>• SPOT (Suicide Prevention Outreach Tuatapere) is active and held several events with fun days and speakers</li><li>• Community Partnership Fund has been able to assist many groups in the Tuatapere Te Waewae Community Board area</li><li>• there are also many projects to be undertaken in the Board area.</li></ul> <p>Finally, the Mayor asked Oraka Aparima Community Board chair, Michael Weusten to speak.</p> <p>Chair Weusten highlighted events that the Board have be involved with.</p> <p>Below are items of particular interest:</p> <ul style="list-style-type: none"><li>• thank you to mayor and ward councillors for their support, also to the chief executive and staff</li></ul>
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	<ul style="list-style-type: none"> <li>• A survey for the relocation of the Riverton paua shell has been undertaken</li> <li>• use the Thornbury hall or lose it</li> <li>• improvements at Colac Bay</li> <li>• Pilot reserve (Whale) at Taramea Bay has had accessible picnic tables and bench seats laid on concrete pads</li> <li>• showers and toilets at Taramea Bay are expected to be completed in February 2024</li> <li>• Taramea Bay playground is programmed to be updated in 2024</li> <li>• exploring of what could be included in the new Bath Road proposed developments</li> <li>• beautification of Palmerston Street</li> <li>• completion of viewing platform at Moores Reserve</li> </ul>
<p>Southland Coast and Rakiura Stewart Island, Sea Level Rise &amp; Extreme Sea Level Exposure</p>	<p>Climate change lead - Rochelle Francis, interim group manager regulatory services and strategy and partnerships - Michael Aitken and Great South GM strategic projects - Steve Canny were in attendance for this item.</p> <p>The purpose of the report was to present to Council the technical report from Great South to Council on the sea level rise and extreme seal level exposure spatial forecasting. Council has asked for a report with the timeline of when the next steps are to be undertaken and what the implications are.</p>
<p>Representation review – principles and an update</p>	<p>The purpose of the report was to provide a progress update on the representation review project, seek a decision from Council on principles that will guide staff when identifying representation options and provide a broad overview of the feedback received during engagement with the public.</p> <p>Council endorsed the following principles to guide staff in identifying an appropriate representation structure (to ensure communities in the district are fairly and effectively represented):</p> <ul style="list-style-type: none"> <li>• the importance of local decision making</li> <li>• ensuring there are effective working relationships</li> <li>• having consistent representation for people in the district</li> <li>• having a structure that attracts the right people to governance roles</li> <li>• being cost effective, but keeping this in balance with the other principles.</li> </ul>

<p>Proposed minor amendments to the Stewart Island/Rakiura Visitor Levy Policy</p>	<p>Council adopted minor amendments to the Stewart Island/Rakiura Visitor Levy Policy. The changes alter when Council advertises the application period (advertisements will now be placed from the beginning of March), the end of the application period (applications will now close on the second Friday of May each year) and changing when accountability forms have to be returned (31 May).</p> <p>These changes were proposed so the timing of the application process better suits island residents, and so the application process aligns better with Council processes.</p>
<p>Draft elected members remuneration and reimbursement policy</p>	<p>The purpose of the report was to provide information and to present options to Council so that it could make decisions on the draft Elected Members’ Remuneration and Reimbursements Policy.</p> <p>Council adopted the draft policy and the new policy reflects the current Determination and outlines how Council applies this framework for its elected members.</p> <p>Some of the changes to the policy include:</p> <ul style="list-style-type: none"> <li>• mileage allowance – remove/replace wording “required or invited by council’</li> <li>• clarify ‘out of local authority area’ travel eligibility</li> <li>• removing the ability for elected members to be reimbursed for alcohol.</li> </ul> <p>The Elected Members’ Remuneration and Reimbursement Policy came into effect and superseded the current policy on 13 December 2023.</p>
<p>Draft Trading in Public Places Bylaw - deliberations and adoption</p>	<p>Councillors adopted a bylaw and made two minor amendments to the draft bylaw since it was put out for public consultation:</p> <ul style="list-style-type: none"> <li>• the title of bylaw changed from ‘Trading in Public Places 2024’ to ‘Trading in Public Places 2023’</li> <li>• in the definitions and Part 1 - the term ‘food control plan’ has been replaced with the term ‘food registration’</li> </ul> <p>The draft Trading in Public Places Bylaw came into effect on 1 January 2024, and the Trading in Public Places Bylaw 2013 and the Alfresco Dining Policy 2015 were revoked on 1 January 2024.</p>
<p>Draft significance and Engagement Policy</p>	<p>Council endorsed the draft Significance and Engagement Policy to be put out for public consultation.</p> <p>The present policy was reviewed and research on what other councils are doing in this space was conducted.</p> <p>Consideration was given for the need for staff to understand how to identify matters as significant and the reasons for that.</p>

	<p>The main changes from the previous policy to the new policy are:</p> <ul style="list-style-type: none"> <li>• introducing a set of questions to assess how significant a matter is, including ones on the impact on Maori, and the effect of climate change</li> <li>• creating categories of significance and explaining what they mean and how they relate to the level of engagement</li> <li>• enlarging the section on engaging with iwi/hapu.</li> </ul>
<p>Code of Practice – District Plan Change</p>	<p>Council approved withdrawing the proposed plan change to implement the Subdivision, Land Use and Development Code of Practice 2023 in the District Plan and approved the initiation of a new plan change process for implementing the Subdivision, Land Use and Development Code of Practice 2023 in the District Plan.</p> <p>Council also approved unbudgeted expenditure of up to \$70,000 for the initiation the new plan changes to be funded from the Districts Operations Reserve.</p>
<p>Special purpose road funding revocation</p>	<p>The purpose of the report was to update Council of the Waka Kotahi NZ Transport Agency Board decision to revoke funding on Special Purpose Roads for the 2024-27 National Land Transport Programme.</p> <p>Officers sought guidance from Council for a response to the decision, to agree to continue to lobby Waka Kotahi at all levels, and to reconsider the funding arrangement for the Lower Hollyford Road and Chaslands Highway Road.</p> <p>Council agreed to reject the decision of Waka Kotahi and the mayor and chief executive will write to and seek a meeting with Waka Kotahi for reconsideration of the funding arrangement for the Lower Hollyford Road and Chaslands Highway. Council also agreed to request the paper used by the Waka Kotahi Board when it made the decision on the lower Hollyford Road and Chaslands Road Highway Road.</p>
<p>Unbudgeted expenditure for a grant to South Sea Spray Trust</p>	<p>Council agreed to approve unbudgeted expenditure of \$20,000 for a grant to South Sea Spray Trust to assts with the costs of mural and street art festival in Winton, to be funded form the Winton-Wallacetown ward reserve.</p>
<p>Draft Speed Management Plan 2024-2027 - Submissions</p>	<p>Council received 58 submissions on the draft Speed Management Plan during the consultation process.</p> <p>Submissions received were highly supportive of changes proposed to speed limits around schools, generally supportive of most high-risk road proposals and boundary roads, and more mixed concerning changes to speed limits proposed under the mandatory review of 70km/h speed limit roads.</p>

	<p>Submitters provided a variety of comments in support of their views, some suggesting adjustments to Council’s proposals, some proposing new areas, additional measures for Council to consider in support of speed management, along with a desire for greater enforcement.</p> <p>A number of submitters also provided feedback in relation to State Highways, which have been passed on to Waka Kotahi for further consideration.</p>
<p>Privacy Policy amendments - Body worn cameras</p>	<p>The Privacy Act 2020 regulates how organisations capture and use personal information from individuals, which includes the use of body worn cameras.</p> <p>In order to enable implementation of body worn cameras, changes to the Privacy Policy were proposed to maintain compliance with the Privacy Act 2020.</p> <p>The policy changes to enable the use of body worn cameras by staff are also contingent on the completion of supplemental operational changes and processes.</p> <p>The Privacy Policy came into effect on 15 December 2023 and included the following amendments:</p> <ul style="list-style-type: none"> <li>• adding body worn cameras as a permitted method of capturing video footage separate from CCTV cameras</li> <li>• require body worn cameras to be clearly identifiable on staff who are wearing them to ensure adequate disclosure</li> <li>• clarifying some rules for body worn cameras are distinct from CCTV cameras, such as allowing for capture of video footage of or in private premises by staff using body worn cameras when conducting their duties</li> <li>• confirming body worn cameras are activated as required by staff in accordance with procedure</li> <li>• minor adjustments to the policy including clarifying direct access to camera footage is restricted to Council Privacy Officers, rather than naming specific roles who are currently appointed as privacy officers, to better accommodate internal organisational changes.</li> </ul>
<p>Unbudgeted expenditure Bluecliffs historic dump site Ministry for the Environment Contaminated Sites Remediation Fund contribution</p>	<p>Council agreed to the joint Environment Southland and Southland District Council’s grant application for \$1.4 million to the Ministry for the Environment’s Contaminated Sites Remediation Fund for the removal and remediation of the Bluecliffs beach road dump site.</p> <p>Council also agreed to approve unbudgeted expenditure of \$50,000 as Southland District Council’s contribution towards the application for the Contaminated Sites Remediation fund to be funded from waste management underspends and/or the District Operations Reserve.</p>

	Finally, Council agreed to the unbudgeted expenditure of any grant amount approved by the Ministry for the Environment Contaminated Site Remediation Fund for the removal of the waste material and remedial works at Bluecliffs dump site.
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## **Recommendation**

**That the Waihopai Toetoe Community Board:**

- a) receives the report titled “Councillor update”.**

## **Attachments**

There are no attachments for this report.



## Chairperson's report

**Record no:** R/24/2/5041

**Author:** Fiona Dunlop, Committee advisor

**Approved by:** Michael Aitken, GM strategy & partnerships (interim)

Decision

Recommendation

Information

### Purpose of report

- 1 The purpose of the report is to provide an update to the Waihopai Toetoe Community Board on activities that the chairperson has been involved with since December 2023.
- 2 The report also provides an opportunity for the board chairperson to present an overview of the issues she has been involved with.
- 3 Items of interest that Chair Yorke is reporting on are as follows:

### Crank Up, Wyndham A and P Show and Wyndham Street market

Thank you all for giving up your time to help at the Community Board stand at Crank Up over the weekend of 27 and 28 January 2024. From the number of attendees, it was not as busy as last year with a guess that 90% of the attendees were from out of town. It still good to have a presence.

The Board also had a stand at the December 2023 Wyndham A & P Show, and the Wyndham Street Market which was held on a Friday evening in December 2023.

The Board had visibility to the different pockets of the community in our area.

### Holiday Programme

Active Southland ran the Summer Holiday programme in January 2024 at Menzies College. 65 tamariki attended this year, which was a huge jump from last year where there were only 21.

### Slope Point toilets

The wind-swept trees and cottage (option B) of the wrap choices was decided on for the Slope Point toilets. Both of the designed options available were stunning.

While the wraps make the toilets look attractive, there is the downside of peeling. The wraps on the Wyndham netball courts/camping ground are starting to peel on the doors.

## **Weed spraying**

Dialogue is continuing with different parties with service delivery around weeds, spraying etc. Disappointingly that after five years, it now appears that there are three departments responsible for the levels of service. This is causing a bit of going around in circles.

## **Salford Street Edendale/State Highway 1**

Remediation of Salford Street/State Highway 1 outside the Edendale Primary School has had new bitumen laid. At this point there has been no sign off, but the new seal is a 100% improvement on what was previously there.

## **Wheelie bins at freedom camping sites**

Wheelie bins at freedom camping sites, are becoming an issue.

In the Boards area there are:

- Three wheelie bins on the gravel area carpark on Seaward Road – Edendale (adjacent to the railway line). Are these really required when there are three other street bins within walking distance?
- Two at the Edendale recreation reserve for freedom camping where there a rubbish bin on site.
- 14 – 16 at Waikawa and Fortrose.

The wheelie bins at the Waikaia hall were filled with the rubbish from a wedding two days after the bins had been emptied. The next collection for these bins was to occur again two weeks later. An investigation into the cost of a skip with a chain across the lid, so only small amounts of rubbish can be disposed of is being undertaken.

Household rubbish is also being dumped and which includes building materials.

## **Wyndham Hall**

There was a serious injury when an elderly person slipped leaving an event at the Wyndham hall recently. There is a need to look at installing handrails at the main entry/exit doors.

## **Edendale Wyndham/Island Edendale Roads intersection**

There has been another instance of a crash into the Edendale sewerage treatment worm farm. This is the third in twelve months. There have been four in total that the emergency services know of. A solution to accident is a conversation across two departments being roading and water and waste.

## **Southland Windfarm**

Just prior to Christmas, Contact Energy logged their Resource Consent application for the proposed windfarm in the Venlaw area. This is the link to for the application

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<https://www.epa.govt.nz/fast-track-consenting/referred-projects/southland-wind-farm/> . Contact Energy's frequently asked questions is attached to the report.

Council at an extraordinary meeting on Wednesday 14 February 2024 approved the appointment of a Commissioner to the Environmental Protection Agency expert consenting panel for the Southland Windfarm consent application.

### **Tunatuna – The Murihiku Pop Up Pump Track**

The Tunatuna – The Murihiku Pop Up Pump Track is coming to Wyndham. Set up is commencing the week of 19 February with an opening date of 26 February 2024. Invitations have been extended to attend the opening. The team at Active Southland assessed both Wyndham and Edendale as options.

Wyndham had a few more positives with the toilets, and playground in the same area.

### **New streetlights - Edendale**

The installation of the new streetlights is scheduled for week commencing 19 February 2024.

## **Recommendation**

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled "Chairperson's report".**

## **Attachments**

A Windfarm FAQ's

## SOUTHLAND WIND FARM – FREQUENTLY ASKED QUESTIONS

### RENEWABLE ENERGY

#### What is renewable energy?

Renewable energy comes from natural sources which are replenished at a higher rate than they are consumed. Renewable energy can be generated in a number of ways including solar, wind, hydro, and geothermal. In New Zealand about 85% of electricity generation comes from renewable sources; the remainder comes from fossil fuels which is rapidly shrinking. [Read more on renewable energy on the UN website here.](#)

#### Why does Aotearoa New Zealand need more renewable energy?

New Zealand's demand for renewable electricity is expected to grow rapidly. Transpower (the national grid owner and operator) forecasts electricity demand will increase by 68% by 2050 and that 40 new large-scale generation and battery projects will be required before 2035<sup>1</sup>. This increase in demand will largely be driven by the increased use of electricity for heat in industrial processes (process heat), in space and water heating for buildings, and transport electrification<sup>2</sup>. Southland is forecast to be a region of high electricity demand in the future, as new industry and the electrification of existing primary industries will increase.<sup>3</sup> The Southland Wind Farm will help meet this growing demand, providing locally generated electricity that is clean, reliable and affordable.

### WIND FARMS

#### How much energy is produced by wind farms in New Zealand?

Aotearoa New Zealand is blessed with a significant wind resource which is ideal for wind energy generation. Currently about six per cent of New Zealand's electricity is generated by wind. The performance of New Zealand wind farms is well above the global average, with capacity factors averaging 40%<sup>4</sup>. The use of wind as a resource for the generation of electricity in New Zealand is expected to increase significantly over the next few decades as it provides a cost-effective way to meet growing electricity demand<sup>5</sup>.

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<sup>1</sup> <https://www.transpower.co.nz/about-us/our-strategy/whakamana-i-te-mauri-hiko-empowering-our-energy-future>

<sup>2</sup> <https://www.bcg.com/publications/2022/climate-change-in-new-zealand>

<sup>3</sup> <https://www.bcg.com/publications/2022/climate-change-in-new-zealand>

<sup>4</sup> <https://www.windenergy.org.nz/generation#:~:text=Wind%20turbines%20in%20New%20Zealand%20operate%20about%2090%25,reasonably%20consistent%20on%20a%20quarterly%20and%20annual%20basis.>

<sup>5</sup> <https://www.windenergy.org.nz/the-cost-of-wind-energy>

**How does a wind farm work?**

A wind farm is made up of wind turbines. When the wind blows, it passes over the wind turbine blades which generates lift – in much the same way as an aero plane wing or an America's cup yacht. That lift force causes the wind turbine rotor to rotate, which drives the turbine generator, creating electricity. As the wind speed increases the lift force on the blades increases and consequently, more power and electricity are generated. Once the turbine reaches maximum power in high wind speeds, the blades rotate on their axis (pitch) to reduce lift and maintain a constant power output. The wind turbine continues to produce this output until the wind is too strong (about 90 km/h) at which point the turbine will shut down.

**How much noise does a wind farm make?**

New Zealand has a legal standard to control the noise from wind farms. That standard sets out a methodology for predicting, measuring and assessing the sound from wind turbines.

The Southland Wind Farm will comply with the recommendations set out in that standard. Due to the significant separation distances between the proposed wind turbines and nearby landowners, the noise levels present at those neighbouring dwellings will be lower than those experienced by neighbours at many of the other operational wind farms in New Zealand. Acoustic modelling is currently underway as part of the resource consent application and will be shared when available.

Read more about the noise standard here: <https://www.windenergy.org.nz/sound-noise-standards>

**How long does a wind farm last?**

We expect the wind turbines will have a design life of about 30 years. At that point, many of the major components will have used up their lifetime capability and we'd expect old turbines will be replaced with newer technology that should last for a further 30 years.

**What do you do with the turbines at the end of life?**

Most of the wind turbine components can be recycled. World-wide, more effort is being put into recycling opportunities for wind turbine blades, as the number of turbines being re-powered increases. Contact will be continuing to investigate such options and utilise those in this project if available.

**Is wind a good way to generate power?**

New Zealand relies on a range of fuel sources to meet its electricity demand. This includes wind, hydro, solar, geothermal, and some remaining gas and coal power stations. Wind is likely to make up an increasing share of new generation that is built to meet growing demand due to its cost competitiveness against all other forms of new generation types<sup>6</sup>. New Zealand is also very fortunate to have a strong foundation of flexible hydro generation assets that reduces the cost of integrating wind farms into the electricity system when compared with many other countries<sup>7</sup>. The falling cost of other technologies

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<sup>6</sup> <https://www.mbie.govt.nz/building-and-energy/energy-and-natural-resources/energy-statistics-and-modelling/energy-modelling/interactive-levelised-cost-of-electricity-comparison-tool/>

<sup>7</sup> <https://www.windenergy.org.nz/the-cost-of-wind-energy>

such as distributed and grid-scale batteries will help further integrate higher levels of wind into the system.

#### **SOUTHLAND WIND FARM**

##### **Why is Contact looking to build wind farms in this area?**

As New Zealand reduces the use of fossil fuels, there will be plenty of opportunities for wind power to be used in the Southland region. Having a diverse mix of generation is of benefit to the electricity system. Southland has a very good wind resource, which has been demonstrated through historical wind measurements in the area close to the proposed [Southland Wind Farm project](#) site.

##### **How much electricity will the Southland wind farm generate and what will the power be used for?**

The wind farm is expected to produce between 900 and 1200 GWh per year of electricity, which is enough electricity to power 150,000 households. Southland is expected to have significant demand growth over the next few decades, and we need to ensure enough renewable electricity is available to meet these needs.

##### **How much land will the wind farm occupy?**

At the base of each turbine there is a “turbine pad”, which is a flat area of approximately 90 m by 60 m (~0.5 hectares) that is used to store wind turbine components and for the installation crane to use when installing the wind turbines.

The integrity of this area needs to be maintained as it will also be used when a crane is required for turbine servicing or a major component repair - e.g. repairing lightning damage to a blade, gearbox replacement or generator replacement.

The total area of the turbine pads for about 50 turbines, together with the area of the approximately 60 km of wind farm access tracks required for the Southland wind farm, will occupy about 90 ha. This is approximately 1.6% of the 5,500 ha total wind farm land area.

##### **What will the wind farm look like and how big are the turbines?**

Our current planning estimates there will be about 50 wind turbines as part of the Southland Wind Farm, with turbines located at elevations between 380m to 630m above sea level. We have used GIS mapping tools to put visuals together to indicate where wind farm turbines will be located, [you can check out the maps here](#). The wind turbine tower will be up to 135m high and the rotor diameter will be up to 170m wide, so the maximum 'blade tip height' will be up to 220m.

##### **How fast does a turbine rotate?**

The turbines with the largest rotor diameter being considered (170m) will rotate at speeds between 5 rpm and 9 rpm.

**Will we be able to visit the wind farm? Will there be a viewing platform?**

We would like to establish viewing locations that will provide the community and visitors with good views of the wind farm and information about the project. If you have a location that you think may work, please email us with the details.

**BENEFITS FOR LOCALS****What benefits will the wind farm have for the local community?**

We will be actively looking at ways to support the community directly through the project and as part of the operational stages. This will include:

- Direct employment as part of the project
- Indirect economic benefits for local service industries
- Establishment of a community funding mechanism to enable community project and initiatives
- In kind contributions of Contact staff to help with local community projects
- Training and employment opportunities
- Sponsorships

Contact is developing specifics for this project and is interested in the local community's views on what is most important – please send your thoughts to [windprojects@contactenergy.co.nz](mailto:windprojects@contactenergy.co.nz).

**Will there be job opportunities at the wind farm?**

Yes, we see many direct opportunities for employment, both during construction and ongoing operations of the wind farm. During construction, a significant number of workers will be required in a variety of roles, including electricians, transport operators, concrete suppliers, civil engineering and road contractors. At its peak, the workforce is likely to exceed 200. Once operational, the wind farm will need more than 10 people full-time to keep things turning.

There will be further flow-on benefits for local businesses too as the project will bring demand for materials, services and labour. Keep an eye on our website for calls for interest for employment, local business and contract opportunities.

**COSTS AND CONSTRUCTION****How much will the wind farm cost to build?**

We estimate the wind farm will cost between \$700 - \$900 million to build – this will depend on the final size of the project and type of wind turbine selected during procurement. Approximately one third of construction costs will be spent domestically, with much of this spending contained within the Southland Region.

**How long will the wind farm take to build, and when is construction due to start?**

If the project receives resource consent in a timely manner, we're expecting construction to begin in 2025. Construction is likely to take 24 months and then we would expect the wind farm to be operational in 2027.

**Will the construction happen on weekends or during the week? And what time of day?**

Our construction activities will meet conditions set out in the resource consent which will include the requirement to meet the New Zealand construction noise standard. This standard has different night-time and weekend noise levels. Activities such as the wind turbine installation will be dependent on having lower wind speeds, so the installation crew will want to make the most of these weather conditions.

Hours are expected to vary throughout the project depending on timing, weather and requirements of councils and the roading authorities. Contact is committed to reducing disruption throughout the construction process and this will be addressed in the project planning and consenting.

**CONSENT PROCESS****What is involved in the consenting process for the wind farm?**

The project requires resource consent from a number of consent authorities. To apply, Contact will need to prepare an extensive Assessment of Environmental Effects which will cover all important aspects of the project, including ecology, visual impact, noise, economics, environmental management, and cultural effects.

Further on resource consenting can be found on the Quality Planning website:

<https://www.qualityplanning.org.nz/index.php/consenting/consenting>

**Is there only one process this can be consented under?**

No, the Resource Management Act 1991 provides multiple pathways for a resource consent. Contact is still considering which is the best fit for allowing it to meet New Zealand's renewable energy targets as summarised below:

1. Standard RMA consenting process: This involves lodging an application with the relevant councils. The application is publicly notified, followed by a hearing and a decision by a person or panel selected by the councils. Depending on the outcome, the applicant or submitters can potentially choose to appeal the decision to the Environment Court. This process, including Environment Court hearings, can take between 6 - 24 months.
2. Direct referral process: This allows applicants to make a request to a Council, then a notified resource consent application is directed to the Environment Court. In this case, the Council publicly notifies the application and receives written submissions. The application is then transferred to the Environment Court for a decision, bypassing the Council hearing and decision stage. This process is intended to save time and costs for both the applicant and submitters. Once the decision is made by the Court, it can only be appealed on points of law. This process takes between 12-18 months.

Read about Direct Referral Here: <https://environment.govt.nz/assets/Publications/Files/direct-referral-guide-for-applicants.pdf>

3. 'Fast-track' consenting process: This process is undertaken in two stages. The first stage involves an application to the Minister for the Environment. If accepted, the applicant can then move to the second stage which involves lodging a resource consent application with the Environmental Protection Authority (EPA). The EPA will pass the application to an Expert Consenting Panel (including a lawyer, technical expert and a tangata whenua representative) to assess and decide the application. Participation is limited to those parties listed in the Fast-track Consenting Act (i.e. Councils, the Department of Conservation, Fish and Game, etc) and those named in an Order-in-Council which forms part of the first stage of the process. These parties are invited to make comments to the Panel. The Panel can decide if a hearing in the Environment Court is required. Generally, a decision on the project is made about six months after the application is provided to the Panel by the EPA.

Read about Fast-track consenting here: <https://environment.govt.nz/what-government-is-doing/areas-of-work/fast-track-consenting/>

Regardless of the consenting pathway taken, we will continue our engagement with local communities and mana whenua. We value strong and meaningful relationships in the communities where we operate – this is vitally important to us.

As part of our engagement, we've been talking directly with locals, hosted community drop-in sessions, and provided the latest project information [on our website](#). These activities will continue as we get further along with the project.

#### **Does the Fast Track process reduce my say on the project?**

Contact is committed to proactively engaging with the local community regardless of the consenting pathway that is taken. Contact is undertaking extensive consultation and consideration of this feedback will be reflected in our consent application and in our actions up to and after any consents for the wind farm. If a decision is made to use the Fast Track process, the expert panel convened by the EPA will determine who it will consult with, in determining whether to grant consent.

#### **What timeframe is the consent being prepared within?**

Contact has independent specialists undertaking assessments to input to the resource consent application and is aligning its consultation with the community when new and relevant information is available. We expect to lodge the application in October/November 2023.

### **LAND/ENVIRONMENTAL/WILDLIFE**

#### **How will you ensure the protection of wildlife on the wind farm site?**

Contact currently has independent experts completing surveys and assessments of the wind farm. Based on that, Contact will develop an approach to minimise any adverse effects that could be found and propose measures to mitigate, restore and offset those impacts as much as possible. Conditions in the resource consent and Wildlife Act approvals process will review recommendations made and impose requirements for Contact.

**What are the effects of wind turbines on the environment and wildlife, and how will you mitigate these?**

We are currently undertaking studies to inform us of the environmental impacts and expect to share these with stakeholders and community once completed. Of course, any impacts on local biodiversity birds, indigenous vegetation and waterways will be thoroughly assessed and tested as part of the consent process, and ways to avoid, remedy, restore and offset any such effects recommended by experts.

**COMMUNITY INFORMATION AND CONSULTATION****I live nearby, how will you keep me up to date about what's going on?**

We have set up a project webpage which we'll keep up to date as the project progresses, [check it out here](#). We are distributing regular e-newsletters too, [please contact us](#) if you would like your email address added to our distribution list. We're also planning regular community open days so will advertise these widely when they are coming up. We are always available to meet face-to-face if you would like to catch up too, just contact us to arrange a time.

**I couldn't make it to the community sessions, will you be doing any more?**

Yes, Contact is committed to keeping the community informed and updated as the project progresses. We intend to have further community sessions every few months. We will advertise these through emails, local newspapers and social media.

To make these sessions worthwhile for the community, we want to ensure we bring information that is relevant – got a suggestion? Please send this to [windprojects@contactenergy.co.nz](mailto:windprojects@contactenergy.co.nz)

**I'd prefer to speak directly to Contact about a specific matter though.**

We are more than happy to meet you to do so. Please contact us via the email or phone below and our project leads will be in touch.

**I have a question about the wind farm, how can I get in touch?**

For further information about this project, please contact our project team at:

- Email: [windprojects@contactenergy.co.nz](mailto:windprojects@contactenergy.co.nz)
- Phone: [0800 268 236](tel:0800268236) (this goes to our project team leads).

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## Next meeting

**Record no:** R/24/2/5042  
**Author:** Fiona Dunlop, Committee advisor  
**Approved by:** Rachael Poole, Committee advisor

Decision

Recommendation

Information

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### Purpose

- 1 For the Board to confirm that their next meeting is at 7pm on Tuesday 23 April 2024 to be held in the Memorial Hall Wyndham, 44 Balaclava Street, Wyndham.

### Recommendation

**That the Waihopai Toetoe Community Board:**

- a) **receives the report titled "Next meeting".**
- b) **confirms that the next meeting of the Board is at 7pm on Tuesday 23 April 2024 to be held in the Memorial Hall Wyndham, 44 Balaclava Street, Wyndham.**

### Attachments

There are no attachments for this report.