

Ashburton District Council AGENDA

Notice of Meeting:

A meeting of the Ashburton District Council will be held on:

- Date: Wednesday 7 September 2022
- Time: 1.00pm
- Venue: Council Chamber

Membership

Mayor	Neil Brown
Deputy Mayor	Liz McMillan
Members	Leen Braam
	Carolyn Cameron
	John Falloon
	Rodger Letham
	Lynette Lovett
	Angus McKay
	Diane Rawlinson
	Stuart Wilson

Meeting Timetable

1.00pm **Meeting commences**

1.05pm Public Forum

> -Longbeach School Ambassadors

1 Apologies

2 **Extraordinary Business**

Declarations of Interest 3

Members are reminded of the need to be vigilant and to stand aside from decision making when a conflict arises between their role as an elected representative and any private or other external interest they might have.

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16	Library & Civic Centre PCG – 16/08/22	Section 7(2)(h) Commercial activities	PE 3

16 Library & Civic Centre PCG – 16/08/22 Section 7(2)(h) Commercial activities

Council



7 September 2022

4. Council Minutes – 17 August 2022

Minutes of the Council meeting held on Wednesday 17 August 2022, commencing at 11.00am in the Council Chamber, 137 Havelock Street, Ashburton.

Present

His Worship the Mayor, Neil Brown, Deputy Mayor Liz McMillan, Councillors Leen Braam (via MS Teams), Carolyn Cameron, John Falloon, Rodger Letham, Lynette Lovett, Angus McKay, Diane Rawlinson (via MS Teams) and Stuart Wilson.

In attendance

Hamish Riach (Chief Executive), Jane Donaldson (GM Strategy & Compliance), Leanne Macdonald (GM Business Support), Steve Fabish (GM Community Services), Neil McCann (GM Infrastructure Services), Sarah Mosley (Manager People & Capability) and Carol McAtamney (Governance Support Officer).

Staff present for the duration of their reports: Janice McKay (Communications Manager), Mark Chamberlain (Roading Manager), Richard Mabon (Senior Policy Advisor), Mel Neumann (Policy Advisor), Simon Worthington (Economic Development Manager), Erin Register (Finance Manager), Ian Hyde (Planning Manager), Colin Windleborn (Property Manager) and Michelle Hyde (Property Officer).

Presentations

Baring Sq East Landscape Plan – 11.03am-11.48am Annual Residents' Survey – 11.48am-12.10pm ChristchurchNZ – 2.15pm-2.31pm Civic Award – Trevor Croy Ashburton Contracting Limited

1 Apologies

Nil.

2 Extraordinary Business

Nil.

3 Declarations of Interest

Nil.

Baring Sq East Landscape Plan presentation - 11.03am to 11.48am

Trevor Watt from Athfield Architects and Ben Bellamy from RMM Landscape Architects were welcomed to the meeting to provide an update on the Baring Sq East Landscape plan.

That Council approves the landscape plans for Baring Square East and seeks tenders for implementation.

Lovett/McMillan

Carried

Council noted that, in the specifications for tender, that wherever possible plantings will be sourced locally.

Crs McKay and Falloon recorded their votes against the motion.

Key Research - Annual Residents' Survey

Michael Hooker from Key Research was welcomed to the meeting.

Survey objectives

- To provide a robust measure of satisfaction with Council's performance in relation to service delivery
- To assess changes in satisfaction over time and measure progress towards the long term plan

Conclusions

- Overall performance measure decrease
 o Rural/urban differences
- Perceptions of roads continue to have a strong influence
- Performance of the Mayor and Councillors and Council staff have been rated less positively (compounding effect on overall performance measure)
- Communicate value provided by Council
- Focus on image and values

That Council receives the 2021/22 Annual Residents' Survey report.

Cameron/Falloon

Carried

Carried

4 Confirmation of Minutes – 27/07/22

That the minutes of the Council meeting held on 27 July 2022, be taken as read and confirmed.

Wilson/McMillan

5 Audit & Risk Committee – 10/08/22

That Council receives the minutes of the Audit & Risk Committee meeting held on 10 August 2022.

Cameron/Falloon Carried

• Local Government (Pecuniary Interest Register) Amendment Act

- 1. That Council receives the report on the Local Government (Pecuniary Interests Register) Amendment Act 2021)
- 2. That Council appoints the Governance Team Leader as the Registrar in accordance with section 54G(1) of the Local Government Act 2022.

Falloon/McMillan

6 Methven Community Board – 25/07/22

That Council receives the minutes of the Methven Community Board meeting held on 25 July 2022.

McMillan/Letham

Carried

Carried

7	Road Safety Co-ordinating Committe	ee – 2/08/22	
That Council receives the minutes of the Road Safety Co-ordinating Committee meeting held			neeting held on
	2 August 2022.	Lovett/Wilson	Carried
Coun	cil adjourned for lunch at 12.16pm to 1.00pn	n	
10	Second Ashburton Bridge - Detailed	Business Case	
	Stantec representatives joined the meetin	g – 1.00pm	
	That the motion be taken in parts.	Cameron/Wilson	Carried
	That Council receives the Detailed B Street to Grahams Road.	usiness Case and proceeds with the project	from South
		Braam/Cameron	Carried
	That Council presents the Detailed B and agreement on the Funding Assis	usiness Case to Waka Kotahi to seek projec tance Rate (FAR).	ct approval
		Lovett/Cameron	Carried
		on to the bridge of \$7.5m (as per the LTP 20 contribution through the next budget proc	
		Braam/Letham	Carried
		contribution to the project, Council engag o seek funding solutions to meet the likely	
		McMillan/Falloon	Carried
11	Expenditure of Additional \$1.7m roa	d funding in 2022/23	
	A schedule of the forward planning of road	l rehabilitation sites is to be provided to Co	uncillors.
	to expend the \$1.7 million from the fo Barford Road – ~0.48 km - south of Ha Barford Road – ~0.40 km - between Oa Forks Road – ~1.20 km - south of Early	ackthorne Road akleys Road and Orchards Road vs Road tween McKenzies Road and Wallaces Road	ections of road
		Lovett/Letham	Carried
12	Transportation Procurement Strate	ду	
	That Council adopts the Ashburton Di	strict Council Transportation Procurement	
		Wilson/Falloon	Carried

13 Christchurch NZ Quarterly Report (2.15pm – 2.31pm)

Kath Law, Tracey Wilson and Bruce Moffat were welcomed to the meeting via MS Teams

- International market is opening up
- Destination Management plan is currently being drafted, expected completion date of May 2023
- starting now with consultation going out and then workshops will be undertaken.

That Council receives the Christchurch NZ Quarterly Report

McMillan/Cameron Carried

14 Revoking of Speed Limit Bylaw

That Council approves the revoking of the Setting of Speed Limit section (clause 1052, clause 1053 and schedules I to P inclusive) of Chapter 10. Transportation and Parking Management within Ashburton District Council Bylaws.

McMillan/Cameron Carried

15 2022-2023 Rates – Instalment One Penalty

- That Council acknowledges that due to delays by DX mail to deliver the rates invoices for instalment one 2022-2023 in a timely manner, Council must now comply with Section 49 of the Local Government (Rating) Act 2022 and extend the due date to 29 August to allow sufficient time (a maximum of 14 days) for ratepayers to make payment.
- 2. **That** Council remit penalties scheduled to be applied on 21 August 2022 (in accordance with the Annual Plan 2022 Rating Policy), and instead applies penalties on 5 September 2022, ensuring ratepayers are not disadvantaged by the DX mail delivery delay

McKay/Letham

Carried

Civic Award - Trevor Croy (2.40pm)

A presentation ceremony for the 2021 Civic Award recipients was held on 20 June 2022, this had been delayed due to Covid restrictions. Trevor Croy was a recipient of the Mayors Award for Public Service but was unable to attend the ceremony. The Mayor presented Trevor with his award at today's meeting.

16 Adoption of Draft Stormwater Bylaw for public consultation

- **1.** That Council adopts the Draft Ashburton District Council Stormwater Bylaw 2022 (attached as Appendix 1) for public consultation from 18 August to 18 September 2022.
- 2. That Council adopts the Stormwater Bylaw statement of proposal (attached as Appendix 2).

McMillan/Lovett

Carried

Welcome to staff - 2.59pm

Sarah Mosley, Manager People & Capability, acknowledged the long service of Jim Henderson (Emergency Management Officer) - 5 years, Erin Register (Finance Manager) - 5 years, Chris Stanley (3 Waters Engineer) - 10 years and Michael Wong (Building Services Manager) - 10 years. New staff introduced – Julie Crahay (Safety and Wellness Lead), Craig Ramsay (Horticulturalist), Kate Peddie (Horticulturalist), Mark Smith (Corridor Manager), Ravi Trivedi (Asset Engineer Roading)

Council adjourned for afternoon tea from 3.05pm to 3.28pm

17 Lakes Camp & Clearwater 30 Year Plan 2022

That Council adopts the Draft Lake Camp & Lake Clearwater 30 Year Plan attached in appendix one.

McMillan/Falloon

Carried

18 Draft Climate Resilience Plan

The length of time for the implementation of the proposed climate change projects and actions that Council is to undertake should have been noted as 10 years.

That Council adopts the Draft Climate Resilience Plan attached in appendix one.

Cameron/Braam

Carried

Cr McKay abstained from voting.

19 Water Race Network Fish Screens

That Council approves:

- 1) Advising Environment Canterbury of the probable closure of the Pudding Hill intake, and retention of the Brothers and Methven Auxiliary intakes;
- 2) Commencement of detailed design of fish-screening infrastructure on the two intakes indicated for retention; and
- 3) No commitment being made to construction at this time.

Falloon/Letham

Cr McKay recorded his vote against the motion

20 Ashburton Car Club – Road Closure

That Council permit the following roads to be closed from 9.00am Saturday 10 September 2022 until 4.00pm the same day to allow the Standing ¹/₄ Mile Sprint event to be held:-

WINSLOW WILLOWBY ROAD, approximately 500 metres away from State Highway 1 to Longbeach Road

McKay/Letham

Carried

Carried

21 Future Operation of Rangitata Camping Ground

- 1. **That** Council reduces the Rangitata Camping Ground season for 2022/23 to 1 September 2022 to 1 May 2023; and
- 2. That Council commences recruitment for the Rangitata Camping Ground Managers forthwith.

Falloon/Lovett

Carried

McMillan/Falloon

Camrose Subdivision – Naming of Park

23 Mayor's Report

22

That Council receives the Mayor's report.

Mayor/McMillan

24 Deputy Mayor's Report

That Council receives the Deputy Mayor's report.

Letham/Cameron

That the park to vest in Council as part of the "Camrose" subdivision and referred to as Lot 306 in the attached plan be named Natalie Currie Park subject to approval from the family.

Carried

Carried

Carried

Business transacted with the public excluded - 4.22pm

That the public be excluded from the following parts of the proceedings of this meeting, namely – the general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48 (1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Item	General subject of each matter to be	e In accordance with Section 48(1) of the Act, the reason for			
No	considered:	passing this resolution in relation to each matter:			
25	Council 27/07/22 • Library & Civic Centre PCG • Property matter • Glasgow lease freeholding [now in open meeting] • Award of Contract WWAT0089-NW wastewater servicing	Section 7(2)(h) Section 7(2)(h) Section 7(2)(h)	Commercial activities Commercial activities Commercial activities		
26	Audit & Risk Committee 10/08/22 • Health & Safety • Tax advice • Insurance	Section 7(2)(a) Section 7(2)(g) Section 7(2)(h)	Protection of privacy of natural persons Maintain legal professional privilege Commercial activities		
27	Land Purchase	Section 7(2)(h)	Commercial activities		
28	Oval Pavilion	Section 7(2)(h)	Commercial activities		
29	Award Professional Services Contract	Section 7(2)(h)	Commercial activities		
30	Ashburton Contracting Ltd Quarterly Report	Section 7(2)(h)	Commercial activities		
31	Ashburton Water Zone Refresh	Section 7(2)(a)	Protection of privacy of natural persons		
32	CE Fixed Term Process	Section 7(2)(a)	Protection of privacy of natural persons		
33	CE Annual Performance Review	Section 7(2)(a)	Protection of privacy of natural persons		

Mayor/McMillan

Carried

Business transacted with the public excluded now in open meeting

• Award of Contract ASST0262 – 3 Waters Professional Services 2022-25 Tender Award

- 1. **That** Council accepts the tender from Beca Limited for the contract ASST0262 3 Waters Professional Services 2022-25 at a value of Three Million, Six Hundred and Seventy-Seven Thousand Dollars (\$3,677,000.00).
- 2. **That** Council confirms Beca Limited as its preferred service provider for professional services for three waters works for the duration of the contract.

Wilson/McMillan

Carried

Ashburton Water Zone Committee – 2022 Refresh Appointment

That Council:

- 1. **Receives** this overview of the 2022 Canterbury Water Management Strategy Zone Committee Refresh.
- 2. Notes the recommended reappointments to the CWMS Ashburton Zone Committee membership will also be received for approval by Environment Canterbury (ECan) at an upcoming meeting.
- **3. Approves** the reappointment of Bill Thomas and Genevieve de Spa to the CWMS Ashburton Zone Committee.

Letham/Rawlinson

Carried

The meeting concluded at 5.44pm.

[Council suspended SO 4.2 to allow the meeting to continue beyond a six hour duration]

Confirmed 7 September 2022

MAYOR



7 September 2022

5. Biodiversity Advisory Group Minutes

Meeting of the Biodiversity Advisory Group held on Thursday 18 August 2022, commencing at 1.00pm, in the Council Chamber, 137 Havelock Street, Ashburton (and also via MS Teams).

Present:

Councillors Lynette Lovett (Chair) and Diane Rawlinson; Alice Shanks *via Teams* (QEII Trust), Angela Cushnie (Ashburton Water Zone Committee), Edith Smith (Forest & Bird, ACCT), Val Clemens (Forest & Bird, ACCT), Mary Ralston (Forest & Bird, Awa Rata Reserve), Mike Salvesen (Federated Farmers), Gen de Spa (Foothills Landcare Group), Donna Field (Environment Canterbury) and Nick Vernon (Synlait).

In attendance:

Steve Fabish (GM Community Services), Ian Soper (Open Spaces Manager), Bert Hofmans (Open Spaces Planner), Christian Chukwuka (Biodiversity Officer), and Mary Wilson (Governance Support).

1. Apologies

Apologies were received from:

- Cr Liz McMillan (ADC)
- Mark Webb (Fish and Game)
- Ian Fraser (DOC)
- Barry Austin (Mt Somers Walkway Society; Lake Heron Conservation Society)
- Marcelo Wibmer (Fonterra)

That the apologies be accepted.

Field/Rawlinson

Carried

It was noted that Synlait's representative on the Advisory Group is now Nick Vernon.

2. Extraordinary Business

- Val Clemens asked if she could also give a brief presentation on two new species that have been discovered. This was agreed.

3. Declarations of Interest

- Nil

4. Confirmation of minutes – 1 February 2022

The minutes were amended to remove reference to Mary Ralston who was not in attendance.

That the minutes of the 1 February 2022 Biodiversity Advisory Group meeting, as amended, be taken as read and confirmed.

Lovett/Smith

Carried

Agreed actions presented and discussed.

Action: Biodiversity Advisory Group to facilitate group activities to remove wilding pines at Pudding Hill. An assessment of the area is to be carried out and added to the Action Plan.

Action: Dr Christian Chukwuka to send a template out to members to show what information is required to add to the GIS layer being created.

1:56pm: Angela Cushnie left the meeting

5. Biodiversity Advisory Group Workshop – 7/06/22

That the notes from the 7 June 2022 Biodiversity Advisory Group workshop be received for information.

Shanks/Clemens

Carried

6. Presentations were given by:

- Angela Cushnie
- Val Clemens

7. 2022 Members Survey results

- Results from the 2022 members' survey were presented by Dr Christian Chukwuka.
- It was noted the importance of each member taking back conversations from BAG meetings to their individual organisations.
- Also communicate these discussions with Ashburton DC.

That arising from the survey, the highest priority was to protect, then maintain and restore areas of significant biodiversity – and the rules for vegetation clearance and protection of indigenous vegetation are upheld.

Field/Ralston

Carried

8. Terms of Reference

- Terms of Reference to be reviewed in alignment with the survey results.
- Organisations to be included in the membership, with a proviso made that if representatives change they are to be updated.
- TORs to include ADC Biodiversity Grants. Feedback to be gathered regarding applications for Biodiversity Funding either at a meeting or by email.
- Action: Steve Fabish to distribute funding criteria to all BAG members.
- Total available funding is \$10,000 per annum. February and August, however if all funding is allocated in February the second round will not be held.

Recommendation to Council

Г

Appendix 1

That the revised (2022) Biodiversity Advisory Group Terms of Reference be adopted.	
Shanks/Smith	Carried

The Biodiversity Advisory Group would support and recommend that the terms of reference be retained in the new term of Council, subject to Council confirming its arrangements and membership for the advisory group.

9. Agency Reports

9.1. Diane Rawlinson

- Last meeting as a Councillor. Pleased that the Ashburton District Council has realised the importance of Biodiversity within the District.

9.2 Mike Salvenson

- Biodiversity is not a new concept. A lot of it is awareness.
- Policies being introduced from Government are issuing conflicting advice.

9.3 Val Clemens

- Generating vegetation around the foothills, acknowledge that there is another issue relating to climate change, etc, which is difficult to get the balance.
- Suggests that the members visit Awa Rata Reserve and view the regeneration that is going on.
- Fewer birds being viewed.
- ACCT having a planting day upcoming.
- Harris reserve working on the habitat.

9.4 Mary Ralston

- Reserve has suffered lately with wet weather and snow.

9.5 Edith Smith

- Nothing to update.

9.6 Val Clemens

- Wakanui is full of fresh water which is encouraging wildlife. As soon as the water is there the birds come back. Functioning well as an eco-system.

9.7 Dr Christian Chukwuka

- All members are invited to Lake Camp on 8 October 2022 to assist with the removal of wilding pines.

9.8 Ian Soper

Open Spaces team are supporting the ADC Biodiversity Officer in his endeavours.

9.8 Gen de Spa

- Contractors have been clearing the area.
- 5-10 year plan being developed.
- Caretakers accommodation being built to ensure the commitment is solid.

9.8 Donna Field

- ECan recently undertook a fly-over of the coastline looking for rubbish dumps that are being exposed, with a number of dumps identified. A compliance officer has now visited the area on a 4WD motorbike.
- The responsibility of rubbish removal is with the landowner. Landowners will be approached and requested to remove the rubbish.
- Zone Committee have \$50,000 funding available.

9.8 Nick Vernon

- Looking forward to being involved in the group and attending the meetings.
- Synlait have provided support to the Methven Lions Club, gifting them 2,000 plants to extend walkway over the last two years with the relationship continuing to prosper.

- On-boarded with MMC – next year allocating about 10,000 plants across the catchment groups.

9.8 Alice Shanks (via MS Teams)

- Thanked Ashburton District Council for being able to join on MS Teams.
- Involved in a Canterbury meeting for looking at plants that have gone into decline. The numbers on the list are increasing, especially in non forest dryland
- Watching for opportunities to increase forest land, advocating farmers to create a small income for them.

Additional

- The Lake Camp and Clearwater development plan was adopted by Council on 17 August. Includes options for Council land only.
- Action: Steve Fabish to email plan to group members when it is available.
- Agreed to ask for ideas and collate them, to assist in achieving the first priority. Collaboration would be ideal.

Meeting finished at: 3:02pm

Next meeting: TBC

Biodiversity Advisory Group Terms of Reference

Purpose and Scope

The purpose of the advisory group is to:

- Coordinate Facilitate the implementation of the Ashburton District Biodiversity Action Plan.
- Maintain partnerships between local and regional organisations with an interest in the management of indigenous biodiversity.
- Provide a forum for discussion and community-wide promotion of biodiversity.
- Provide advice to Council on biodiversity related matters e.g. ADC Natural and Built Environments grant applications.
- <u>Be a conduit for the Council relationship building with the landowner and general public where</u> <u>appropriate.</u>

Membership

Representatives on the working group were invited based on their organisation's participation in developing the Canterbury Regional Biodiversity Strategy, and/or their ability to contribute to the implementation of the Ashburton District Biodiversity Action Plan.

Membership of the Advisory Group is:	
Mayor, Neil Brown (ex officio)	ADC
Cr Lynette Lovett (Chair)	ADC
Cr Diane Rawlinson	ADC
Angela Cushnie	Ashburton Water Zone Committee
Gen de Spa	Foothills Landcare Group
Alice Shanks	QE II
Mary Ralston, Edith Smith, Val Clemens	Forest and Bird
Edith Smith/Val Clemens	Ashburton Community Conservation Trust (ACCT)
Mike Salvesen	Federated Farmers
Mark Webb/Jayde Couper	Fish and Game
Donna Field/ Janine Holland <u>Maria</u>	ECan
<u>Captein</u>	
lan Fraser/Brad Edwards	DOC
Nick Vernom	Synlait
Marcelo Wibmer	Fonterra
[No person specified]	Kānuka Trust
Barry Austin	Mt Somers Walkway Society & Lake Heron
	Conservation Society
Mary Ralston	Awa Awa Rata Reserve
Steve Fabish	GM Community Services, ADC
lan Soper	Open Spaces Manager, ADC
Bert Hofmans	Open Spaces Planner, ADC
Dr Christian Chukwuka	Ecologist/Biodiversity Advisor, ADC

Speaking rights will be granted to one member of each of the advisory group member organisations at each meeting.

Membership of the group may be amended to include representatives from other organisations. This will be at the discretion of the Ashburton District Council.

To form a quorum, the attendance of representatives from at least 6 of the advisory group member organisations, in addition to at least two ADC local representatives, is required.

Representatives from other organisations may be invited to attend advisory group meetings as the need arises.

Names and organisations above may change over time as requested by the members without going through formal term of reference review.

<u>Members may send alternates in their place or nominate another person from their organisation if</u> <u>they are unable to attend a meeting.</u>

Meeting Frequency

Meet <u>five four</u> times a year, with the option for one additional meeting if required.

Delegations

The representatives on the working group are expected to:

- Meet to <u>coordinate facilitate</u> the implementation of the Ashburton District Biodiversity Action Plan
- Form project groups where appropriate to work towards specific actions in the Biodiversity Action Plan
- Share information, both on organisational initiatives and collaborative initiatives, to support better decisions and knowledge of biodiversity
- Communicate and consult with one another in a flexible and open way
- Maintain confidentiality where appropriate
- Represent their organisations' policies
- Respect other organisations' governance and policy approaches and priorities in the district / region, and seek a consensus approach to work with these

Ashburton District Council Biodiversity Funding

The Ashburton District Council has an annual fund of \$10,000 available for biodiversity projects. Funding applications are accepted twice annually, in February and August, however if the total fund is distributed in February another funding round will not be held.

Reporting

The Ashburton District Biodiversity Advisory Group will report to Council.

Costs & Expenses

It is acknowledged that being a member of the advisory group will involve a commitment of members' time and energy, and will involve travel to Ashburton District Council to attend meetings. These costs will be met by the organisation(s) or group(s) that members represent. Costs of meetings and associated catering will be met by Ashburton District Council.

Meetings will generally be held in the Council meeting rooms, and may be held in other venues throughout the district as appropriate.

Council



7 September 2022

6. Road Closure – Ashburton Market Day

Author	Tayla I
Activity Manager	Mark C
GM responsible	Neil Me

Tayla Hampton; Applications Officer Roading Mark Chamberlain; Roading Manager Neil McCann; Group Manager – Infrastructure Services

Summary

- The purpose of this report is to consider an application from Ashburton Market Days for a temporary road closure of East Street, Burnett Street, and Tancred Street on Monday 26 September to hold the Ashburton Market Day.
- Following the road closure advertisement, three objections have been received from affected businesses and individuals in the CBD.
- Council is not obligated to approve any road closure. Our practice has been to approve such requests, subject to being confident that the event organisers can manage the event safely, and have the support of the community.
- Officers are not satisfied that Ashburton Market Days can meet these expectations, as a health and safety plan has not yet been received, and a total of 16 businesses and/or individuals from the three objections received have expressed that they do not support the temporary closure of those roads.
- With the event looming and large number of objections, officers recommend that the road closure is declined and suggest that an alternate venue is considered for Ashburton Market Days.

Recommendation

 That Council declines the closure of the following roads in the Ashburton CBD from 7:00am until 6:00pm on Monday 26 September for the Ashburton Market Day. EAST STREET, from Moore Street to Havelock Street TANCRED STREET, from East Street to Cass Street BURNETT STREET, from East Street to Cass Street

Attachments

Appendix 1	Copies of the three objections received
Appendix 2	Road closure hearing procedure

Background

The current situation

- Ashburton Market Days has applied to Council for a temporary road closure of East Street (from Havelock Street to Moore Street) to hold the Ashburton Market Day on Monday 26 September (South Canterbury Anniversary Day).
- This event was advertised on 16 August with the objections period closing on 29 August. Three objections were received with one of the objectors including reference to 15 various businesses in the CBD also objecting to the road closure.
- 3. Insurances, health and safety plan, and traffic management plan have not been received from the event organiser.
- 4. An alternative location using the West Street car park was considered, however after discussions with relevant parties it was decided that removing these car parks from use with Ashburton Market Day and Bookarama being on the same day would cause too much disruption to the town.
- 5. A second alternative location in the Tinwald Domain was also suggested, however this option has been verbally declined by the applicant.
- 6. As objections to the road closures have been received for this event, under the Transport Regulations 1965, Council must make a decision as to whether the road closure will go ahead.
- 7. To ensure the applicant and submitters have the opportunity to present their views on the proposed road closure, a hearing is being held for Council to make a decision on this road closure application. A hearing is considered to be the most equitable way for all parties to be involved in this process. The purpose of this report is to provide officer's recommendation on the road closure application as part of this hearing process.
- 8. Officers have prepared a hearing procedure guideline (see Appendix two). This guideline was circulated to all parties involved in this application.

Options analysis

Option One – Approve Road Closure

- 9. This event is aimed to bring individuals from out of town to Ashburton to browse and purchase items from stallholders and businesses in the CBD, and has been an annual event for many years.
- 10. The closure of roads within the CBD on a normal working day will restrict access and cause disruption to the businesses on East, Burnett and Tancred Streets due to the new one-way system.

Option Two – Decline Road Closure

- 11. A total of 16 businesses and/or individuals from the CBD have objected to the closure through the three objections received. They submitted that they do not support the closure due to the disruption to traffic movement and restricted access to their businesses or places of work.
- 12. With less than a month before the event, officers are concerned about the limited information provided as part of the application (e.g. Event Management Plan, Traffic Management Plan, amusement devices form, etc.).

Legal/policy implications

- 13. Clause 6 of the Transport (Vehicular Traffic Road Closure) Regulations 1965 provides Where objections to closure received - If any objections are received within the prescribed time as a result of the said notice, the controlling authority – (a)shall consider the objections so received; and (b)if, after considering those objections, it decides to close the road in accordance with the terms of the said notice, shall, not later than 24 hours before the proposed period of closure, give further public notice in form B in Schedule 1 in at least 1 newspaper circulating in the locality in which the road is situated of the closure thereof to ordinary vehicular traffic, together with the other particulars specified in that form.
- 14. Council has the discretion under clause 6 of these Regulations to decide whether to approve the road closure. Council's decision must take into account the objectors' views on the application, as well as any points raised by the applicant.

Strategic alignment

15. The recommendation relates to Council's community outcome of Economic and Social because it is an event in the Ashburton CBD where businesses, stallholders and general public can purchase goods and interact.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic	\checkmark	The Market Day would provide stallholders the opportunity for additional business however the road closure will disrupt the businesses located on those roads.
Environmental		
Cultural		
Social	\checkmark	The Market Day would provide a venue where locals and visitors can interact and socialise.

Financial implications

Requirement	Explanation
What is the cost?	No costs incurred to Council
Is there budget available in LTP / AP?	N/A
Where is the funding coming from?	All costs associated to this event are being paid by the organiser (Ashburton Market Days)
Are there any future budget implications?	No
Reviewed by Finance	Erin Register; Finance Manager

Significance and engagement assessment

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Medium
Rationale for selecting level of significance	When assessed against the seven criteria and their thresholds in the Significance & Engagement Policy, the matters in the report scored LOW on four criteria and MEDIUM on three criteria. This gives an overall score of MEDIUM based on the technical application of the Policy. When assessed in the round, this overall score is appropriate.
Level of engagement selected	Council proposes to hold a hearing to allow the applicant and objectors to the road closure to put their case. This is formal two- way communication and follows the formal notice for objections required under statute.
Rationale for selecting level of engagement	Given the statutory nature of the process, and the overall significance of the process, a hearing is an equitable and reasonable approach for public participation before council makes a decision on the application.
Reviewed by Strategy & Policy	Richard Mabon Senior Policy Advisor

Objection 1

ATTN: Neil McCann

I am writing to oppose the proposed road closure:

Road proposed to be closed:

- EAST STREET, from Moore Street to Havelock Street
- TANCRED STREET, from East Street to Cass Street
- **BURNETT STREET**, from East Street to Cass Street

Purpose: To enable the holding of a community event – Ashburton Market Day

Period of Closure: From 7.00am until 6.00pm on Monday, 26 September 2022

Objections: By 4.00PM on Monday, 29 August 2022

I am opposing as a worker in the CBD and not as a business owner or manager as I work at two businesses, one on Havelock Street and the other on Burnett Street. Both businesses will be seriously impacted by the proposed road closure and I would like

to raise a number of serious concerns regarding the closure.

- 1. The majority of customers to each business are elderly, they require ease of access including car parking. The proposed road closure will prevent elderly customers from going about their daily routines and business.
- 2. Neither business will benefit economically from the proposed road closure as regular customers and members to each business will suffer from a lack of available car parking
- 3. It is disappointing that the applicant has not been required to consult with all affected businesses prior to the application being submitted, and I question Council's process in this regard. Neither business I work in has had any visit or

correspondence from the applicant. Please note that the applicant is already advertising that the road closure is going ahead



Ashburton Market Days

It's all go for the 26th September for the Ashburton Market Day on East Street. Road closure has been advertised . I have had a meeting with the Council and Spraymarks today and just in case a plan B has also been discussed. Thanks to all the stall holders that have already booked we are over 3/4 full.



- 4. In previous years, the applicants for this road closure consulted with all affected businesses, not only to make them aware of the event but to ensure that they were aware of the proposed road closure. This is also why in 2021 this road closure was not proposed, instead the event was relocated as it was deemed that it would no longer fit with the upgraded CBD.
- 5. The majority of CBD businesses will be isolated, one of the businesses I work in (a bank) on Burnett Street has a critical delivery on a Monday and cannot be changed the closure of Burnett Street will create an unmanageable risk for this situation.

Regards,

Verity Jackson

Objection 2

Neil McCann

I am writing to object to the proposal to close East Street for the so call Ashburton Market Day, scheduled for Monday 26 of September 2022.

Over the last 2 years my business has had nothing but disruption through Covid & Town development and currently we a having more disruption with the demolishment of the building next to us.

We operate two essential service business's inside Paper Plus. one being NZ Post and the other is AA Driver & Vehicle licensing. these two business's serve a lot of elderly customers, so with no parking near due to road closure, it has a massive impact on our business for that day.

For a few years now we have had these days where the roads in the CBD get closed off but all we are doing is inviting out of Town stall holder to park up outside our doors for the day. That does not help any of the locally own and operated business's in that area.

I do not have a problem with a market day, but I do have a problem with holding it on the street. The Organiser need to come up with a new location for the future, either having Stalls along the East Street green or a section of West street car park closed but <u>not</u> closing the roads the do this.

Regards

Terry McNab

Objection 3

24/08/22

Re the Ashburton CDB closure on 26th September 2022

I am writing on behalf of the CBD business listed below, regarding the closing of East Street on the 26th September 2022 for a street market.

The CBD businesses are very concerned about the closure of East Street on the 26th September, because of the new CBD layout and one way system, meaning if you close East Street off from Havelock St to Moore St, this will effectively shut down the whole CBD, there are a number of essential businesses that the CBD supports, the main being the Eastfield's medical centre and other pharmacy's, Eastfields is a very busy medical centre with people coming and going all day to the medical centre and also the pharmacy attached there is also huge pressure on the parking around the centre on a normal day.

There are also banks and retail shops that custom's and service vehicles will not be able to access, it is not only that they can't get easy access to these businesses, on a busy market day the parking will be lock up for the whole day again restricting access.

The CBD businesses have also had a tough time of it with the two years of CBD development and also the Covid lock downs, we believe another day with restricted trading is not beneficial for the CBD.

We are in favour of the market day coming to Ashburton but not at the cost of the CBD.

The Business that have expressed that they will not support the closure are.

Health 2000 Ashburton Latitude Magazine East st Pharmacy Paper Plus A1 Lawns Fusion Gallery Somerset Grocer Sparrows Redmonds Beds R Us Show Case Jeweller Minx Hair Spa Sprit Magazine Unique Boutique Tots To Teens

Yours Sincerely, Bob Mc Donald

Appendix 2: Road Closure Hearing Procedure

Transport (Vehicular Traffic Road Closure) Regulations 1965

In accordance with clause 6 of the Transport (Vehicular Traffic Road Closure) Regulations 1965, where objections have been received to a road closure application, Ashburton District Council ("the Council) must make a decision on this road closure application ("the Application").

Hearing Procedure

The Council shall undertake a public hearing on the Application. At the hearing, the applicant and the submitters in objection may present to Council on any issues relevant to the road closure, before Council makes a decision on the Application.

The hearing shall proceed as follows:

- 1. <u>Applicant</u>: The applicant shall have 10 minutes to present their case for the road closure.
- 2. <u>Submitters</u>: Each submitter shall have 10 minutes to present on their objection to the Application.
- 3. <u>Council officers</u>: Council officers will present a report on the Application, which shall include a recommendation on the Application. This report shall be pre-circulated in the Council Meeting Agenda.
- 4. <u>Applicant right of reply</u>: The applicant shall have 10 minutes to reply to any point raised by the submitters or Council. No new material or issues shall be discussed in the right of reply.
- 5. <u>Council</u>: Councillors shall then deliberate on the Application in open meeting. Council has the option to either make a decision on the Application, or reserve its decision for a later date. Council has the right to reserve its decision for any reason, including if there is insufficient information available to make a decision on the Application.

Appeal Rights

There is no right of appeal under the Transport (Vehicular Traffic Road Closure) Regulations 1965 against the Council's decision on the Application. Council's decision shall therefore be final.

Hearing Guidelines

- 1. No applicant or submitter shall be required to attend, or present, at the hearing. The Chairperson shall amend the hearing procedure accordingly, depending on which parties attend the hearing.
- 2. Submitters shall only be authorised to present at the hearing if they have lodged an objection to the Application prior to the objection deadline, and they confirm to the meeting secretary at least one day prior to the hearing that they wish to present.
- 3. Presentation time limits will be strictly enforced by the Chairperson.
- 4. The applicant and submitters have no right to cross-examine or question any other party.
- 5. There is no requirement to pre-circulate evidence or any written material, other than the Council officers' report.

- 6. The applicant and submitters may wish to prepare written material to accompany their presentation. Please ensure you bring at least 15 copies of any material you wish to distribute.
- 7. The hearing may be live-streamed via Council's usual streaming channels.
- 8. Nothing in this Procedure is intended to amend or supersede standard Council meeting procedures as contained in Council's Standing Orders.



7 September 2022

7. Interim Speed Management Plan

Author	Martin Lo, Roading & Safety Engineer
Activity Manager	Mark Chamberlain, Roading Manager
GM responsible	Neil McCann, GM Infrastructure services

Summary

- The purpose of this report is to approve the proposed interim speed management plan to proceed with public consultation as per the Land Transport Rule: Setting of Speed Limit 2022
- The interim management plan will include setting speed limits in:
 - The approximate area surrounding schools
 - o The urban fringes with urban development
 - o The developed areas to promote a safer environment

Recommendation

- **1.** That Council receives the proposals for the interim speed management plan for local roads in the district.
- 2. That Council proceeds to public consultation for the proposed interim speed management plan.

Attachments

Appendix 1	School speed limit maps
Appendix 2	Urban fringe zones

[Supplemental documents - Maps]

Background

The current situation

- Council agreed to impose variable speed limits of 40km/h in urban school areas and 60km/h in rural school areas in the speed limit review 2019. However, the speed limit zoning was not defined during the initial agreement therefore the Waka Kotahi New Zealand Transport Agency did not approve of the speed limit change under the former Land Transport Rule Setting of the Speed Limit 2017.
- 2. This report is to update Council on the new Land Transport Rule Setting of Speed Limits 2022.
- 3. The Land Transport Rule Setting of Speed Limits 2022 came into force on 19 May 2022.
- 4. The new rule:
 - 4.1 Allows the territorial authority (Ashburton District Council) to develop interim speed management plans for local roads.
 - 4.2 Encourages the territorial authority to review and set speed limits on roads outside schools
 - 4.3 Requires the region to develop a regional speed management plan for 2024-2027 for a consistent approach and consult with the public as a region.
 - 4.4 Allows the territorial authority to develop a local interim speed management plan prior to the regional speed management plan.
 - 4.5 Defines the speed limit around the school into Categories 1 & 2. Category 1 schools must set speed limits for roads outside schools to be 30km/h (permanent or variable). Category 2 schools can set speed limits for roads outside schools to be 60km/h or less (permanent or variable).
- 5. The benefit of a speed management plan is allowing the territorial authority to make subsequent speed limit changes without needing a public consultation as long as the speed limit change aligns with the details defined in the adopted speed management plan. Staff will be able to make improvements to the roads safety more rapidly compared to the previous Land Transport Rule: Setting of Speed Limits 2017. The previous rule dictates that every change in the speed limit will require public consultation before it can be implemented. This method requires abundant time and resources to initiate any speed limit changes on the road.
- 6. The proposal was developed with feedback from stakeholders. I.e. School, Waka Kotahi NZTA and Police.

The proposed interim speed management plan

7. This proposal introduces a 30km/h permanent speed limit for most schools in the district. Some rural schools are proposed to have a 60km/h variable speed limit due to

high average operating speeds adjacent to the school. These proposals align with the current Land Transport Rule: Setting of Speed Limit 2022.

- 8. A lower speed limit decreases the chance of crashes occurring and reduces the injury severity if it were to happen. This will reduce the risk for the students travelling to/ from school.
- 9. The following schools are proposed to be in category 1 with 30km/h permanent speed limit treatment: Allenton School Ashburton Borough School Ashburton Christian School Ashburton College Ashburton Intermediate School Ashburton Netherby School **Chertsey School** Fairton School Hampstead School Hinds School Lauriston School Mayfield School Mt Somers Springburn School Rakaia School St Joseph's School **Tinwald School**
- 10. The following schools are proposed to be in category 2 with 60km/h variable speed limit treatment (the speed limit is in force during school travel periods):
 Carew Peel Forest School
 Dorie School
 Lagmhor School
 Longbeach School
 Wakanui School
 These schools have minimal to no students walking or cycling to school therefore it meets the category 2 criteria.
- 11. The following schools are proposed to be in category 1 with 30km/h permanent or variable speed limit treatment.
 Methven School
 Mt Hutt College
 Our Lady of the Snows School
 These schools have the majority of the frontage shared with the state highway therefore the setting of speed limits on local roads will be affected by Waka Kotahi New Zealand Transport Agency's speed management plan for schools.
- 12. Appendix 1 School speed limit maps are draft of the proposed zoning for the speed limits around local schools.

- 13. The plan includes reducing the speed limits on roads in the urban fringes. This is to cater for urban development in the districts and reduce the approach speed of vehicles entering the township.
- 14. The urban fringe roads have the option to reduce the speed limits to either 50km/h, 60km/h or 80km/h. The roading team will determine the speed limit as required to achieve a safe and appropriate speed limit using local knowledge, the Speed Management Guide and Mega Maps.
- 15. The area defined under the urban fringe category are roads within a 3km radius from a township's boundary. Appendix 2 Urban Fringe Zones defines the approximate area the urban fringe will cover.
- 16. The plan includes reducing speed limits in developed areas within the township. This reduces the risk to active users on the road and promotes a safer environment.
- 17. The roads in the developed areas have the option to reduce the speed limits to 40km/h or less. The roading team will determine the speed limit required for the active users' safety.
- 18. The developed areas will include but are not limited to central business districts, enclosed subdivisions or high active user locations.
- 19. Council will be informed of any changes to the speed limits under the interim speed management plan.

Options analysis

Option one – Proceed with Public consultation on the interim speed management plan (recommended option)

- 20. That Council receives the proposals for the interim speed management plan for local roads in the district.
- 21. That Council proceeds to public consultation for the interim speed management plan.

Option two – Do nothing. Wait until the regional speed management plan is implemented.

- 22. That Council postpones the interim speed management plan and waits until the region has developed a speed management plan for 2024-2027.
- 23. Subsidised funding for the school speed limit project in this long-term plan will not be used.
- 24. The general public might perceive that Council is not proactive in improving road safety for the district.

Legal/policy implications

Legislation

- 25. Under the Land Transport Rule: Setting of Speed Limits 2022, the Council (as a territorial authority) may publish an interim plan and set a speed limit on local roads. The draft interim plan will be publicly consulted and the territorial authority will consider any submission from the consultation.
- 26. Under the Land Transport (Register of Land Transport Records: Speed Limits) Regulations 2022, the road controlling authority must supply speed limit information to the Registrar (the Agency) for the speed limits on local roads to be in force.

Strategic alignment

27. The recommendation relates to Council's community outcome of residents are included and have a voice because the community has been asking for a reduction of speed limits around the school for a period of time. The community will feel that they are being heard and Council is taking action to progress with the project. The interim speed management plan will have a significant impact on the community.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic	\checkmark	There will be less likelihood of a collision due to a lower speed limit and less disruption to the traffic flow.
Environmental	\checkmark	The reduction in travel speed reduces the impact on the environment.
Cultural	\checkmark	The community recognises a slower speed limit is valuable for schools and the general public.
Social	\checkmark	The speed limit reduction will reduce the road user's injury severity if a crash occurs.

Financial implications

Requirement	Explanation
What is the cost?	The total cost for the project is \$606,000
Is there budget available in LTP / AP?	Yes
Where is the funding coming from?	Low Cost Low Risk – Road to Zero Project: School Improvements project
Are there any future budget implications?	Yes, the maintenance and operational cost for the signs which is a cost to network service maintenance and traffic services renewals in subsidised roading.
Reviewed by Finance	Erin Register; Finance Manager

- 28. The development costs, public consultation and implementation will come from the approved subsidised Low Cost Low Risk Road to Zero project.
- 29. Future budget implications will be the maintenance and renewal of the signage, markings and other infrastructures. Council will need to consider a budget increase for network service maintenance and traffic services renewals.

Significance and engagement assessment

30. The proposal has a high level of significance because the change in speed limits will affect road users using the roads defined in the plan.

Requirement	Explanation
Is the matter considered significant?	Yes
Level of significance	High
Rationale for selecting level of significance	The interim speed management plan allows speed limit changes on local roads. The community will be vocal about their thoughts on speed limits on the roads they drive on.
Level of engagement selected	3. Consult
Rationale for selecting level of engagement	The public consultation was selected as defined in the Land Transport Rule: Setting of Speed Limit 2022
Reviewed by Strategy & Policy	Toni Durham; Strategy & Policy Manager



7 September 2022

8. 'Better off funding' proposed projects

Author	Toni Durham; Strategy & Policy Manager
Activity Manager	Leanne Macdonald; GM Business Support
GM responsible	Hamish Riach; Chief Executive

Summary

- The 3 Waters Reform programme includes financial support for Councils through the transition to the proposed new Water Services Entities.
- Part of this financial support is labelled "Better off funding", and the Government is proposing that it be distributed to Councils in two tranches.
- The purpose of this report is for Council to approve the projects for the tranche 1 application.
- The Better off funding package is an investment by the Crown into the future for local government and community wellbeing and is to recognise the significance to the local government sector (and the communities they serve) of the transfer of responsibility for water service delivery.

Recommendation

- 1. That Council approves the proposed project list in Appendix One for application to Better Off Funding Tranche 1.
- 2. That Council amend the Better Off Funding Agreement as contained in Appendix Three.
- **3.** That if required, Council delegates authority to the Mayor and Chief Executive to further negotiate and finalise the terms of the Funding Agreement with the Department of Internal Affairs.

Attachments

- Appendix 2 Iwi letter of support
- Appendix 3 Better off Funding Agreement

Background

The current situation

- 1. The 'Better off funding' package has been developed by the Crown and is being administered by the Department of Internal Affairs.
- 2. The better off package is one of the financial support packages being provided to Local Authorities under the Three Waters Reform, as outlined in the Heads of Agreement. The \$2 billion package has been pre-allocated to councils based on a nationally consistent formula, and is available in two tranches.
- 3. The first \$500 million of Crown Funding is available from 1 July 2022 and the remaining \$1.5 billion is available from 1 July 2024.
- Ashburton District Council is eligible for a total of \$16.8 million of Better Off funding,
 \$4.2 million in Tranche 1 and \$12.6 million in Tranche 2.
- 5. This report relates to the projects that Council proposes to put forward for Tranche 1 funding.

Funding Criteria

- 6. One or more of the following criteria is required for projects to be eligible:
 - Criteria 1: Supporting communities to transition to a sustainable and low emissions economy.
 - Criteria 2: Delivery of infrastructure and/or services that enable housing development and growth.
 - Criteria 3: Delivery of infrastructure that support improvements in community wellbeing
- 7. Tranche 1 applications are due by 30 September. If the full Tranche 1 funding is not allocated this will be available in the Tranche 2 application round.
- 8. Officers are proposing to apply for the full Tranche 1 funding with the list of projects included in this report.

How the projects were selected

- 9. The proposed projects were selected by the Executive Team following informal conversations with Councillors and in conjunction with activity managers. Council is now being asked to adopt or amend the proposed projects.
- 10. The projects are largely 'over and above' the work programme contained in the LTP and Annual Plan.

Māori and tangata whenua participation

- 11. Te Rūnanga o Arowhenua (via Aoraki Environmental Consultancy) were consulted in relation to the proposed projects and their feedback sought, and their comment is attached in Appendix One.
- 12. All projects were supported by mana whenua.

Better Off Funding Agreement

- 13. Councils are required to sign a Funding Agreement to access the Tranche 1 funding. DIA has advised that once DIA reviews a Council's funding proposal, it will supply Council with a completed Funding Agreement for Council to counter-sign.
- 14. DIA has released a template copy of this Funding Agreement. Council officers have some concerns with some aspects of this agreement. Therefore, officers recommend that, if Council approves the proposed project list for lodging, Council submits a 'marked-up' version of this Funding Agreement to DIA alongside Council's funding proposal.
- 15. The proposed changes to the Funding Agreement are shown as track changes in Appendix Three and are also summarised below:
 - Clause 2.2: States that Council cannot materially vary¹ any of the approved projects without the prior consent of DIA or Crown Infrastructure Partners Limited ("*CIPL*"). Council proposes to add in a requirement that DIA or CIPL cannot unreasonably withhold its consent.
 - ii. Clause 4.5: Clause 2.10 states Council cannot do anything which could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the Government. Clause 4.3(c)(v) then allows DIA to terminate this Funding Agreement if it deems Council's conduct has damaged the reputation, good standing or goodwill of DIA or the Government. Legal advice has suggested that general opposition to the reforms, and making such opposition public could not reasonably be expected to adversely impact reputation, good standing or goodwill of the Government or DIA. Something more overt would instead be required. For example, an overt act such as a public allegation of bad faith, lack of integrity or lack of honesty could breach this obligation in clause 2.10. However, as Council cannot predict how DIA will interpret and enforce this clause, to protect Council (and

¹ Material Variation is defined in the Funding Agreement as "*in respect of a Permitted Funding Activity, any variation which on its own or together with any other variation or variations results in, or is likely to result in the budgeted expenditure (taking into account all variations) being exceeded or a Permitted Funding Activity being materially delayed, or any variation that materially amends the scope, specifications or function of a Permitted Funding Activity.*"

Council's ability to express its views on the reform without losing access to this Tranche 1 funding) officers propose to add in a new clause 4.5.

- iii. Schedule 2: Council must comply with the Transition Support Arrangements in Schedule 2 of the Funding Agreement in order to receive progress payments for any approved projects in Tranche 1. Council officers propose a number of amendments to Schedule 2 to recognise the burden these transition obligations place on Council's available resources and its ability to carry out its activities.
- 16. Council has no visibility as to whether DIA will accept any of the proposed amendments to the Funding Agreement. However, officers consider these changes are necessary for Council to enter into the Funding Agreement.
- 17. If DIA does not accept some, or all, of Council's proposed changes to the Funding Agreement, Council officers have included a recommendation in this report that the Mayor and Chief Executive are delegated the authority to negotiate and finalise the terms of this Agreement.

Three Waters Transition Support Funding Package

- 18. Separate to the Better Off Funding discussed above, the Crown has also made a transition support funding package available to all councils. The purpose of this transition funding is to enable councils to participate in the reform programme without putting at risk their delivery of water services during the transition period.
- 19. Ashburton District Council is eligible for \$437,000 of transition support funding.
- 20. The funding is permitted to be used for a range of uses, including :
 - Responding to requests for information from the DIA's Three Waters National Transition Unit.
 - The supply of information and resource to support Council's preparation for transition.
 - Participation in local transition activity and local transition teams.
 - Complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and supplementary legislation.
 - Any other activities that councils reasonably consider necessary to support transition.
- 21. Council intends to apply for this funding. As the transition support funding application is considered an operational matter to cover operational costs, no resolutions are being sought from Council to approve the lodging of this application.

Options analysis

Option one – Council approves the Tranche 1 proposed projects and approves the Funding Agreement as amended (recommended option)

22. This option would see Council approve the proposed list of Tranche 1 projects in full and approve the Funding Agreement as amended in Appendix Three. These will then form the basis of Council's funding application to the Department of Internal Affairs.

Advantages:	Disadvantages:
Application will be made on time, ensuring the best chance for approval	Council may wish to have other projects included for application
Risks:	
RISKS:	community the improcession the

Applying for Tranche 1 funding may give the community the impression that Council is in full support of the Three Waters Reform. However, legal advice has signalled that Council can retain its views about the reform while continuing to seek funding. The proposed amendments to the Funding Agreement would also make it clear Council can retain its views on the reform without losing access to the Tranche 1 funding.

Option two - Council amends the list Tranche 1 proposed projects

23. This option would see Council amend the list of proposed projects, starting the process for project approval again.

Advantages:	Disadvantages:
Application will include projects that are priorities for elected members	Council will need to re-seek feedback from iwi, meaning that an on-time application is in jeopardy
Risks:	
On-time funding application less likely Opportunity cost of proposed projects being shifted off the list for new projects	

Option three - Council does not approve the Tranche 1 proposed projects

24. This option would see Council not approve the proposed projects, meaning no application for Tranche 1 funding would be made.

Advantages:	Disadvantages:	
Council would send the Crown a clear signal of opposition for reform	Communities and residents would miss out on projects and associated benefits to wellbeing	
Risks:		
Council may place all future three water reform funding in jeopardy		

Legal/policy implications

Local Government Act 2002

25. The purpose of Local Government is to promote the social, economic, environmental and cultural wellbeing of the communities in the present and for the future (section 10).

Funding Agreement

26. The Funding Agreement is the legal mechanism which secures funding for the proposed projects, should Council's funding proposal be accepted by DIA. As discussed earlier in this report, officers propose several changes to this Funding Agreement to ensure Council retains its ability to express its views on the reform and also to address issues identified with Council's obligation to comply with the transition arrangements.

Strategic alignment

27. The recommendation relates to Council's community outcome of *A prosperous economy based on innovation and opportunity* and *A district of great spaces and places.*

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic	\checkmark	
Environmental	\checkmark	The funding will enable a range of projects for the wellbeing of the
Cultural	\checkmark	community.
Social	\checkmark	

Financial implications

Requirement	Explanation
What is the cost?	Minimal – making the application is coming from within existing resources
Is there budget available in LTP / AP?	No – for most proposed projects there is not money in the LTP or Annual Plan, meaning they are over and above what we had planned to do.
Where is the funding coming from?	If successful, the funding will come from the Crown.
Are there any future budget implications?	No
Reviewed by Finance	Erin Register; Finance Manager

Significance and engagement assessment

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low
Rationale for selecting level of significance	N/A
Level of engagement selected	1. Inform
Rationale for selecting level of engagement	The community will be informed of the Council's decision to apply for the Tranche 1 funding through the usual media channels.
Reviewed by Strategy & Policy	Toni Durham; Strategy & Policy Manager

Appendix 1

Better off Funding – Projects

Fairfield Freight Hub \$2.3million

The Fairfield Freight Hub will see the District's only rail freight handling capability shift from within Ashburton's town centre to a purpose-built facility in Ashburton's industrial hub. Council plans to provide funding assistance to the Wareing Group (transport company) alongside the Government (via the Ministry of Transport) and KiwiRail to realise this project that that will provide direct social, economic and environmental benefits for our district. The Wareing Group will own and operate the Fairfield Freight Hub.

Currently our district produces ~\$2.46 billion of exports annually, with most leaving the district for market via heavy trucks. KiwiRail's current site in Ashburton is capped at approximately 6,000 twenty foot equivalent unit containers per annum. The Fairfield Freight Hub will enable up to 20,000 twenty foot equivalent unit containers per annum, thus resulting in a significant shift from road to rail resulting in

- a substantial reduction in carbon emissions,
- an easing of regular heavy traffic congestion (particularly on State Highway 1),
- enhanced road safety (supporting the Government's Road to Zero strategy),
- reduced repairs and maintenance for the roading network (most particularly State Highway 1),
- improved connectivity between the east and west side of Ashburton, and
- increased capacity and efficiency for our producers, processors and manufacturers.

We have undertaken consultation with the community over the past 15 years through Long-Term Plans, with the community overwhelmingly supportive of relocating the railyard out of urban Ashburton.

This project contributes to:

- Criteria 1: Supporting communities to transition to a sustainable and low- emissions economy.
- Criteria 2: Delivery of infrastructure and/or services that enable housing development and growth.
- Criteria 3: Delivery of infrastructure that support improvements in community well-being.

The project will support 3 wellbeings as follows:

Wellbeing		Reasons why the project has an effect on this wellbeing	
Economic	\checkmark	Increased capacity and efficiency for producers, processors and manufacturers	
Environmental	\checkmark	Reducing carbon emissions by reducing reliance on heavy trucks	
Cultural			
Social	\checkmark	Improving social connectedness by removing the loading and shunting of freight cars within urban Ashburton	

Additional Footpaths \$900,000

This project would see Council provide new footpaths (with associated kerb and channel at some locations) to connect between existing footpaths, extend to facilities/developments or construct on the frontage of developments.

Rapid urban growth around the perimeters of urban Ashburton, Methven and Rakaia has impacted on the connectedness of residents to amenities and services. Reduced Waka Kotahi funding over recent years has meant we have not been able to fund as many new footpaths to our communities.

A contract for the construction of new footpaths and associated kerb and channel is to be awarded before Christmas 2022 with construction completed between January to June 2023.

We have recently undertaken consultation with the community regarding footpaths via the Walking and Cycling Strategy 2021, Long Term Plan 2021-31 and Annual Plan 2022 – 23. All feedback has indicated that the community would like a greater number of footpaths than we currently have budgeted for.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

Wellbeing		Reasons why the project has an effect on this wellbeing
Economic		
Environmental	\checkmark	Reducing carbon emissions by enabling non-motorised forms of transport
Cultural	\checkmark	Connect communities to enable business, leisure and social activities
Social	\checkmark	Footpaths and cycleways promote active transport, enhancing our communities' physical and mental health

The project will support 3 wellbeings as follows:

District Playgrounds \$200,000

This project would see Council undertake required and urgent repairs to five playgrounds throughout the district. The most recent independent playground assessment undertaken in mid-June 2022 highlighted the following issues that this funding will target:

High Risk issues: - Methven and Mt Somers	\$ 65,000
Condition Grade Five issues: - Methven, Rakaia Huts and Ashburton	\$ 34,000
Maintenance Priority One issues: Ashburton, Methven, Rakaia Huts	\$101,000
TOTAL	\$200,000

Addressing these will resolve all highest priority risk and maintenance factors in our suite of playgrounds. These are located in both urban and rural areas meaning young people throughout our district will benefit.

Our operational funding would then be focused on the next priority issue from the independent assessment, including Condition Grade Four items and the Maintenance Priority Two items.

We have undertaken consultation with the community on playgrounds in recent times through the Ashburton Domain Development Plan (2020), Our Place engagement(2018 and 2021), Long Term Plan 2021-31 and Play, Active Recreation and Sport Strategy 2022. In all instances, the community is supportive of ensuring our playgrounds are accessible, safe and fun for our children.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

Wellbeing		Reasons why the project has an effect on this wellbeing
Economic		
Environmental		
Cultural		
Social	\checkmark	The provision of parks, gardens, playgrounds and sports fields enhance the quality of life of residents in the district

The project will support 1 wellbeing, as follows:

Ashburton Library & Civic Centre (equipment in specialist spaces) \$200,000

Council is currently building the new Ashburton Library (Te Pātaka o kā Tuhituhi) and Civic Centre (Te Waharoa a Hine Paaka). The new building will include the library, civic centre, Civil Defence emergency operations centre, information centre and administrative areas, and is located at the Baring Square East site.

The library will be a modern library and community space and includes modern library spaces including an AV Lab, sound studio, wet and dry activity rooms. This project will enable the fit out of these spaces with the technology and modern equipment to meet community expectations.

Through an amendment to the 2018-2028 Long-Term Plan, the majority of the community who responded told us that a modern, less traditional library space was important for ensuring the facility was fit for purpose for both current and future generations.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

The project will support 1 wellbeing, as follows:

Wellbeing		Reasons why the project has an effect on this wellbeing
Economic		
Environmental		
Cultural		
Social	\checkmark	The provision of modern facilities enhances the quality of life of residents in the district

Water Treatment & Changing Rooms at District Swimming Pools \$200,000

We are fortunate to have a number of community-operated swimming pools throughout the district in our smaller settlements. However, increasing water quality requirements and earthquake –prone building standards have meant that for the swimming pools in Rakaia and Hinds they require support, or they risk closure.

Chemical Dosing

One project noted through a Condition Assessment of the Ashburton District Rural Pools was the update of the chemical dosing systems at Rakaia and Hinds Pools

These Pools in particular hold the larger volumes of water and require the highest levels of Water Quality Management.

At this stage both pools are utilising manual (hand) dosing of chemicals directly to the pool water which represents a health and safety concern.

This project would move these pools to a semi-automatic system that will control the dosing of chemical and monitor pool chemical levels. The system is based on chlorinating table feeders.

Mt Somers, Mayfield and Ruapuna pools will have a similar chlorinating table feeder system but of a lower output due to being smaller pools.

Changing Facilities

In late 2021 the Changing Facilities at Hinds and Rakaia Pools were demolished after a seismic report noted severe issues in structural integrity. This now leaves these pools with bare foundation pads and capped off services.

This part of the project would see two portable buildings installed, with two separate unisex cubicles and 2 changing rooms in each. These could then in turn be relocated to other facilities in the future if deemed appropriate.

The respective Pool Committees have been consulted with in regard to the aspects of these projects and are completely supportive.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

The project will support 1 wellbeing, as follows:

Wellbeing		Reasons why the project has an effect on this wellbeing
Economic		
Environmental		
Cultural		
Social	\checkmark	The provision of recreation facilities that enhance the quality of life (through exercise and learning) of all residents in the district.

Digby Park Toilets \$250,000

This project would see Council install new public convenience in the eastern suburbs of Ashburton. Compared with the rest of Ashburton, this area has less public conveniences in accessible locations and a lower per-capita provision.

Digby Park is an ideal location for these new conveniences as it is centrally located and is well utilized by the community for sport, recreation and dog exercise. The new conveniences will be two cubicles.

The community has frequently requested an increased number of public conveniences for the eastern suburbs of Ashburton through recent engagement on the Long-Term Plan 2021-31, Annual Plan 2022/23 and the Play, Active Recreation and Sport Strategy 2022.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

Wellbeing		Reasons why the project has an effect on this wellbeing
Economic	\checkmark	Providing toilet facilities for the public, including visitors, support our local businesses and tourism industry.
Environmental	\checkmark	Protect our environment.
Cultural		
Social	\checkmark	Supports our community to enjoy recreation and community spaces that enhance their quality of life.

The project will support 1 wellbeing, as follows:

South African War Memorial relocation \$150,000

Adjacent to the new Ashburton Library (Te Pātaka o kā Tuhituhi) and Civic Centre (Te Waharoa a Hine Paaka) is Baring Square East, which is about to undergo a significant redevelopment to ensure it is a contemporary space in keeping with the new facility. Within Baring Square East is the South African War Memorial, which is currently located in the part of Baring Square East which is planned to be used for community events. This project would see the Memorial shifted and placed into Baring Square West, where a number of the district's other memorials to a range of armed conflicts around the world are located.

The local RSA and the New Zealand Defence Force have been approached about the proposed move, and are supportive of the shift, provided that the new location is suitable. A resource consent is currently being prepared, as the memorial is a Heritage listed item under the Ashburton District Plan.

We consulted with the community on the key design principles of Baring Square East, with a number of residents suggesting the memorial be shifted to Baring Square West at the time. If resource consent is granted Council will work alongside descendants of the soldiers lost in the conflict to ensure the shift and opening are appropriate.

We also note that the existing memorial has significant repairs and maintenance issues, and the opportunity to repair and future proof at the same time as moving the memorial makes sound operational sense.

We note the memorial has already been relocated once (in 1978) within Baring Sq from its original position, so is not actually on the place of its original erection.

This project contributes to:

• Criteria 3: Delivery of infrastructure that support improvements in community well-being.

Wellbeing		Reasons why the project has an effect on this wellbeing	
Economic			
Environmental			
Cultural	\checkmark	Memorials offer the community a reflective space to remember and honour soldiers who lost their lives in battles.	
Social 🗸	The provision of recreation facilities that enhance the quality of life (through exercise and learning) of all residents in the district.		

The project will support 1 wellbeing, as follows:

10 August 2022

Toni Durham Strategy and Policy Manager Ashburton District Council By email: <u>Toni.Durham@adc.govt.nz</u>

Kia ora Toni

Better off Funding Projects

Aoraki Environmental Consultancy Limited [AECL], the environmental entity for Te Rūnanga o Arowhenua, would like to thank you for providing the opportunity to comment on the projects selected by Ashburton District Council for Better off Funding.

AECL has looked at the list of projects proposed and has no concerns with any of the seven projects selected. AECL notes there are no specific cultural benefits arising from the project but that each enhances or benefits the Ashburton community of which Manawhenua are a part.

With regard to ongoing involvement with these proposals, AECL requests that it continues to be updated on the Fairfield Freight hub project including any consents that may be required to relocate the proposal.

Please contact the undersigned in the first instance should you require any further information.

Ngā mihi

toan

Ally Crane General Manager Mobile: 027 643 9686 | Office: 03 684 8723



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

ASHBURTON DISTRICT COUNCIL

AND

CROWN INFRASTRUCTURE PARTNERS LIMITED (AS MONITOR)

FOR

THREE WATERS REFORM – BETTER OFF PACKAGE (TRANCHE 1 FUNDING)

AGREEMENT

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

PART 1: KEY DETAILS

1	Parties	The Sovereign in right of New Zealand, acting by and through the [Deputy
-		Chief Executive] of the Department of Internal Affairs (DIA)
		Ashburton District Council (Recipient)
		Crown Infrastructure Partners Limited (Monitor)
2	Background	The New Zealand Government is undertaking a reform programme for "Three Waters" (drinking water, wastewater and stormwater) service delivery for communities (Three Waters Reform Programme).
		The Crown entered into a Heads of Agreement with New Zealand Local Government Association Incorporated Te Kahui Kaunihera ō Aotearoa (LGNZ) under which, amongst other things, the Crown proposed that a Three Waters Reform financial support package be provided to local authorities, comprising:
		 a "no worse off" package which will seek to ensure that financially, no local authority is in a materially worse off position to provide services to its community directly because of the Three Waters Reform Programme and associated transfer of responsibility for the provision of water services (including the transfer of assets and liabilities) to the Water Services Entities; and
		2. a "better off" package of \$2 billion which supports the goals of the Three Waters Reform Programme by supporting local government to invest in the wellbeing of their communities in a manner that meets the priorities of both the central and local government, and is consistent with the agreed criteria for such investment set out in the Heads of Agreement,
		to be given effect in agreements between each local authority and the Crown (through DIA).
		The better off package will comprise:
		 \$1 billion of Crown funding, \$500 million of which is intended to be provided to local authorities from 1 July 2022 to enable early investment ("Tranche 1 Funding"); and the remaining \$1 billion to be funded by the new Water Services Entities.
		This Agreement relates to the provision of funding to the Recipient from the Tranche 1 Funding of \$500 million.
		The Crown's objectives with the better off package are, acknowledging the Reform Objectives, to demonstrate central government confidence in the future for local government by providing the sector with additional funds to support local wellbeing outcomes in a way that aligns with the priorities of central and local government, including through meeting some or all of the following criteria:
		1. supporting communities to transition to a sustainable and low-

emissions economy, including by building resilience to climate change

2. delivery of infrastructure and/or services that	2.	delivery	of infrastructure and/or services that:	
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- enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available;
- b. support local place-making and improvements in community well-being.

The Recipient is a territorial authority with statutory responsibility for delivering Three Waters services within its own district or city. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.

Crown Infrastructure Partners Limited is party to this Agreement to undertake a review and monitoring role on behalf of the DIA, as further described in this Agreement.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**). This funding is being provided to enable the Recipient to undertake the activities described in Schedule 1.

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set out in **Part 3**.

3 **Conditions Precedent** No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:

- 1. This Agreement, duly executed by the Recipient.
- 2. The final Funding Proposal prepared by the Recipient, in a form approved by DIA.

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

These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 30 September 2022. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.

- 4 **Permitted Funding** The Recipient may only use the Funding:
 - Activities 1. for the purposes set out in Schedule 1; and
 - 2. for any other purpose with DIA or the Monitor's prior written approval,

(each a **Permitted Funding Activity**).

- 5 **Funding Proposal** The Recipient is to undertake the Permitted Funding Activities in accordance with the Funding Proposal approved by the DIA (or otherwise with DIA or the Monitor's prior written approval).
- 6 End Date The End Date is [1 July 2027], or such later date determined by DIA in its discretion. [Note: Recipients may propose an End Date having regard to the funding activities covered by this agreement, no later than 30 June 2027. DIA intend that the End Date is to be confirmed for each agreement]

7 **Funding** The total Funding available under this Agreement is **NZ\$4.2 million** plus GST (if any). This is the Total Maximum Amount Payable.

The first instalment of Funding under this Agreement is NZ\$420,000 plus GST (if any)) subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2. The Recipient may submit progress payment claims for the balance of the Funding under this Agreement, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement. Each instalment of Funding under this Agreement, following payment of the first instalment, is subject to: (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2. (b) DIA receiving and being satisfied with the six-monthly reports specified in the Key Details, together with the other information required in this Agreement. (c) DIA being satisfied that the Recipient is using reasonable endeavours to comply with the Transition Support Arrangements set out in Schedule 2. (d) DIA being satisfied that the Recipient is complying with the requirements of any Remedial Plan. (e) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting. The first Payment Request may be submitted upon the Commencement Date occurring. Each subsequent Payment Request may be submitted at any time, but no more than one such Payment Request may be submitted in any month, except (in each case) to the extent agreed by DIA in its sole discretion. The Recipient will provide DIA via the DIA's Grant Management System portal Reporting with six-monthly reports by the 15th Business Day following the end of each six month period ending on 30 June and 31 December), with effect from the Commencement Date. Each six-monthly report must include the information set out below, in the standard reporting form specified by DIA. If the frequency of reporting is changed to quarterly, as further described in clause 2.14, then the obligations described in this Agreement in respect of each six-monthly report will equally apply to the required quarterly reports (to be provided by the 15th Business Day following the end of each Quarter). The Recipient will also provide DIA via the DIA's Grant Management System portal with a final report by the 15th Business Day following the End Date. The final report must include the information set out below, in the standard reporting form specified by DIA. Each report is to be in form and substance satisfactory to DIA in its sole discretion. **Each six-monthly report** must include the following information: (a) Description of activities undertaken during the relevant six month period (including progress against relevant milestones); (b) A summary of expenditure for the relevant six month period (including any co-funding by the Recipient); (c) Plans for the next six month period (including a financial forecast for cashflow purposes); (d) Any major risks arising or expected to arise with the Permitted Funding Activities, costs or performance of this Agreement, together with actual or proposed mitigations for those risks (including, where the Permitted Funding Activities) costs are forecast to exceed budgeted

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		costs, how the shortfall is to be funded);
		 (e) A summary of the outcomes achieved as a result of the Permitted Funding Activities; and
		(f) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.
		The final report must include the following information:
		 (a) Description of activities undertaken during the term of this Agreement;
		(b) A summary of expenditure on the Permitted Funding Activities (including any co-funding by the Recipient);
		 (c) A summary of the outcomes achieved as a result of the Permitted Funding Activities;
		(d) Any specific reporting requirements set out in this Agreement; and
		(e) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.
		During the term of this Agreement the Recipient shall use reasonable
9	Special Terms	endeavours to comply with the Transition Support Arrangements, as set out in Schedule 2.
10		
10	Representative	DIA's Representative:
10	Representative	DIA's Representative: Name: Michael Lovett
10	Representative	-
10	Representative	Name: Michael Lovett
10	Representative	Name: Michael Lovett Email: threewaters@dia.govt.nz
10	Representative	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative:
10	Representative	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name]
10	Representative	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email]
10	Representative	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative:
	Address for	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative: Name: [name]
		Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative: Name: [name] Email: [email]
	Address for	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative: Name: [name] Email: [email] To DIA: Three Waters Reform Level 7, 45 Pipitea Street
	Address for	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative: Name: [name] Email: [email] To DIA: Three Waters Reform Level 7, 45 Pipitea Street Wellington 6011
	Address for	Name: Michael Lovett Email: threewaters@dia.govt.nz Recipient's Representative: Name: [name] Email: [email] Monitor's Representative: Name: [name] Email: [email] To DIA: Three Waters Reform Level 7, 45 Pipitea Street

To the Recipient: [address] Attention: [name] Email: [email]

To the Monitor: [address] Attention: [name] Email: [email]

SIGNATURES SIGNED by the SOVEREIGN IN RIGHT OF NEW

ZEALAND acting by and through the [Deputy Chief Executive] of the Department of Internal Affairs or his or her authorised delegate:

Name: Michael Lovettt Position: Deputy Chief Executive, Local Government

Date:

SIGNED for and on behalf of **ASHBURTON DISTRICT COUNCIL** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient:

Name:

Position:

Date:

Name:

Position:

Date:

SIGNED for and on behalf of **CROWN INFRASTRUCTURE PARTNERS LIMITED** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Monitor:

Name:

Position:

Date:

Name:

Position:

Date:

END OF PART 1

1 FUNDING

- 1.1 DIA must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs that have been or will be incurred by the Recipient, and the Recipient must use the Funding solely on Eligible Costs.
- 1.2 The Recipient must submit for DIA's approval a Payment Request via the DIA's Grant Management System portal at the time specified in, and otherwise in accordance with, Item 7 in the Key Details.
- 1.3 Each Payment Request must include the amount of Funding requested, be authorised by the Chief Executive or an authorised representative of the Recipient, and be accompanied by the following supporting documentation:
 - (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to undertake the Permitted Funding Activities, substantiated by invoices and cost details;
 - (b) for the first Payment Request submitted following payment of the first instalment of Funding, a breakdown / total transaction listing of expenditure related to the first instalment, substantiated by invoices and cost details;
 - (c) a summary of the number of jobs created through people employed in the relation to the Permitted Funding Activities; and
 - (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to summary project information or Eligible Costs that have been incurred or will be incurred.
- 1.4 DIA is not required to pay any Funding in respect of a Payment Request:
 - (a) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA or the Monitor in its sole discretion;
 - (b) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
 - (c) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
 - (d) if this Agreement has expired or been terminated; and/or
 - (e) while the Recipient is in material breach of this Agreement.

For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.

1.5 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the relevant Payment Request is approved by the DIA, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Recipient's nominated Bank Account.

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

2 **RECIPIENT'S RESPONSIBILITIES**

Standards and compliance with laws

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

Permitted Funding Activities

- 2.2 The Recipient must not, without DIA's or the Monitor's prior written consent, (which shall not be unreasonably withheld), make any Material Variation to the Permitted Funding Activities (including their description and scope).
- 2.3 The Recipient must ensure that the Permitted Funding Activities are carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that is consistent with Best Industry Practice; and
 - (b) by appropriately trained, qualified, experienced and supervised persons; and in accordance with any directions of DIA or the Monitor, notified by DIA or the Monitor in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date.
- 2.5 The Recipient is solely responsible for the activities and matters carried out as Permitted Funding Activities, including being solely responsible for the acts and omissions of any contractors and subcontractors in connection with the same.
- 2.6 The Recipient must ensure that all agreements it enters into with any contractors or any other party in connection with the Permitted Funding Activities are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

Information Undertakings

- 2.7 The Recipient must provide DIA and the Monitor with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.8 The Recipient must provide DIA and the Monitor with any other information about the Permitted Funding Activities requested by DIA and/or the Monitor within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA and the Monitor if:

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

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

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

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

Funding, records and auditors

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

Monitoring

2.14 Without limiting anything in clause 2.15, at the request of the DIA (or the Monitor), the Recipient and the DIA and/or the Monitor shall meet by the 15th Business Day following the end of each six month period, to jointly discuss the Recipient's compliance with its obligations under this Agreement during the relevant six-month period (including its obligations under Items 5 and 9 of the Key Details). Where the DIA (or the Monitor)

considers (acting reasonably) that the Recipient has not complied with its obligations under this Agreement during the relevant six-month period:

- (a) DIA (or the Monitor) and the Recipient shall in good faith discuss:
 - (i) the identified areas of non-compliance and agree the steps that the Recipient will take to address such areas of non-compliance going forwards (Remedial Plan). If the parties are unable to agree a Remedial Plan by the 30th Business Day following the end of the relevant six month period, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a remedial plan which shall, for the purpose of this Agreement, be deemed to be the Remedial Plan. The Recipient shall comply with the requirements of any Remedial Plan;
 - acknowledging the commitment of resources (including staff) required by the Recipient to comply with its obligations under this Agreement (including the Transition Support Arrangements set out in Schedule 2), how the parties can work together to ensure such obligations are appropriately managed by all parties; and
- (b) DIA (or the Monitor) may increase the frequency of the reports required under Item 8 of the Key Details from six-monthly to quarterly.
- 2.15 At the request of the DIA (or the Monitor) at any time after the occurrence of a Relevant Event, the Recipient and the DIA and/or the Monitor shall meet promptly to jointly discuss the circumstances relating to that event. DIA (or the Monitor) and the Recipient shall in good faith discuss the steps that the Recipient will take to address that event (a **Response Plan**). If the parties are unable to agree a Response Plan within 20 Business Days following a request under this clause, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a response plan which shall, for the purpose of this Agreement, be deemed to be the Response Plan. The Recipient shall comply with the requirements of any Response Plan and non-compliance by the Recipient shall entitle DIA to suspend funding under this Agreement until such time as the non-compliance is remedied to DIA's satisfaction (acting reasonably).

3 INTELLECTUAL PROPERTY

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

4 TERM AND TERMINATION

- 4.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
 - (a) the date this Agreement has been signed by all parties; and
 - (b) the date on which DIA has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion).
- 4.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement.
- 4.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:
 - (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
 - (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002; or
 - (c) subject to clause 4.4, while any one or more of the following events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) DIA reasonably considers that this Agreement or a Permitted Funding Activity has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (iv) the Recipient abandons a Permitted Funding Activity without the prior written consent of DIA (or the Monitor);
 - (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
 - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
 - (vii) any change in law, regulations or other circumstances materially affects
 DIA's ability to perform its obligations under this Agreement.

- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(c) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 For the avoidance of doubt, if the Recipient any time makes any statements or takes any actions in opposition to the Three Waters Reform, such statements or actions shall not be deemed by DIA, or the Monitor to be:

(a) a Termination Event under clause 4.3(c); or

(b) a breach of any of the Recipient's obligations, conditions or warranties under this Agreement.

- 4.6 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out a Permitted Funding Activity, exceeds the amount required to perform the Permitted Funding Activity, the Recipient must upon request refund to DIA the excess amount.
- 4.7 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- 4.8 Clauses 1.2, 1.4, 1.5, 2.1, 2.7, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

5 WARRANTIES AND UNDERTAKINGS

- 5.1 The Recipient warrants that, in the course of its activities in connection with the Permitted Funding Activities, it will not infringe any intellectual property or other rights of any contractor or any other third party.
- 5.2 The Recipient warrants that, as at the date of this Agreement:
 - It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
 - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
 - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;
 - (d) it has disclosed to DIA all matters known to the Recipient (relating to the Permitted Funding Activities, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and
 - (e) it is not aware of any material information that has not been disclosed to DIA which may, if disclosed, materially **50** versely affect the decision of DIA whether to

provide the Funding.

- 5.3 The Recipient warrants that the Funding has been or will be applied solely to Eligible Costs and such warranty will be deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.
- 5.4 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.
- 5.5 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.
- 5.6 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Permitted Funding Activities, other than the Funding.

6 LIABILITY

- 6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.
- 6.2 The Recipient undertakes to pay any and all cost overruns of the Permitted Funding Activities and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Permitted Funding Activities.
- 6.3 DIA is not liable for any claim under or in connection with this Agreement or the Permitted Funding Activities, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.
- 6.4 The Monitor will not have any liability whatsoever under or in connection with this Agreement to DIA or the Recipient. The limitation of liability set out in this clause does not apply to the Monitor's liability for any fraudulent, malicious or criminal act or omission of the Monitor to the extent that such liability cannot be limited or excluded by law.

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other parties' Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
 - (a) either party from using or disclosing any information with the written prior consent of the relevant other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they

are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;

- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) DIA or the Monitor from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA or the Monitor (as applicable) removes all information that is commercially sensitive to the Recipient from the relevant work.
- 7.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA and/or the Monitor's ability to:
 - discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities or this Agreement with any Minister of the Crown, the Monitor, any other government agency or any of their respective advisors;
 - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
 - (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Permitted Funding Activities, on websites; in media releases; general announcements and annual reports.
- 7.3 The Recipient acknowledges that:
 - (a) the contents of this Agreement; and
 - (b) information provided to DIA and the Monitor (including the reports specified in the Key Details),

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

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

8 MEDIA AND COMMUNICATIONS

8.1 The Recipient will keep DIA informed on a "no surprises" basis in relation to any media statements or press releases (including social media posts) to be made by the Recipient regarding this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities.

- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Permitted Funding Activities in accordance with funding acknowledgement guidelines agreed with DIA.
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to <u>threewaters@dia.govt.nz</u> and the Monitor.

9 DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other parties specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.
- 9.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 9.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other parties refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties to the dispute.
- 9.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 9.7 Nothing in this clause 9 will prevent either party from seeking urgent interim relief from a

court (or other tribunal) of competent jurisdiction.

10 **REPRESENTATIVES**

- 10.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 10.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other parties.

11 GENERAL

- 11.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other parties. A notice under this Agreement is deemed to be received if:
 - (a) **Delivery**: delivered personally, when delivered;
 - (b) **Post**: posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
 - (c) **Email**: sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.
- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing by the parties, provided that the Monitor's agreement will not be required in respect of (and the Monitor will be deemed to have agreed to) any amendment to this Agreement that does not relate to the scope of the Monitor' review and monitoring role under this Agreement (including, for example, the Transition Support Arrangements).
- 11.6 Neither the Recipient nor the Monitor may assign or transfer any of their contractual rights or obligations under this Agreement, except with DIA's prior written approval.

- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the other parties' prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Permitted Funding Activities or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 11.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 11.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 11.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 11.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

END OF PART 2

Defined terms

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

Authorisation means:

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

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

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

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

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

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

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are not Confidential Information.

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

- (a) conflicts with:
 - the obligations of the Recipient
 (or its personnel or contractors)
 to DIA or the Monitor under this
 Agreement; or
 - the interests of the Recipient in relation to this Agreement and/or the undertaking of the Permitted Funding Activities; or

(b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to carry out the Permitted Funding Activities diligently and independently in accordance with this Agreement.

Eligible Costs means the actual costs that have been or will be reasonably incurred by the Recipient on or after the Commencement Date and no later than the End Date to undertake a Permitted Funding Activity in accordance with this Agreement, excluding overhead and management time that is not directly attributable to undertaking a Permitted Funding Activity.

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

Funding Proposal means the Funding Proposal setting out the scope of the Permitted Funding Activities(s) to which Funding is to be applied, in the form approved by DIA.

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

Key Details means Part 1 of this Agreement. *Material Variation* means, in respect of a Permitted Funding Activity, any variation which on its own or together with any other variation or variations results in, or is likely to result in the budgeted expenditure (taking into account all variations) being exceeded or a Permitted Funding Activity being materially delayed, or any variation that materially amends the scope, specifications or function of a Permitted Funding Activity.

Monitor means Crown Infrastructure Partners Limited, appointed by the DIA to assist in managing the Funding by undertaking a review and monitoring role. *Payment Request* means a request submitted to DIA by the Recipient seeking payment of Funding.

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

Relevant Event means actual or forecast failure to materially achieve an outcome(s) of the Funding Proposal (as determined by DIA or the Monitor acting reasonably), including where arising from unfunded cost overruns, material unapproved scope changes, material delay in achieving the delivery timeframes, or failure to meet the End Date for completion of the Permitted Funding Activities.

Reform Objectives means the following:

- (a) that there are safeguards (including legislative protection) against privatisation and mechisms that provide for continued public ownership;
- (b) significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water, wastewater and stormwater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes);
- (c) ensuring all New Zealanders have equitable access to affordable three waters services and that the Water Services Entities will listen, and take account of, local community and consumer voices;
- (d) improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
- (e) ensuring the overall integration and coherence of the wider regulatory and institutional settings (including the economic regulation of water services and resource management and planning reforms) in which the local

government sector and their communities must operate;

- (f) increasing the resilience of three waters service provision to both shortand long-term risks and events, particularly climate change and natural hazards;
- (g) moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and local authorities;
- (h) improving transparency about, and accountability for, the planning, delivery and costs of three waters services, including the ability to benchmark the performance of the new Water Services Entities; and
- undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader "wellbeing mandates" as set out in the Local Government Act 2002.

Remedial Plan has the meaning given in clause 2.14(a) of Part 2.

Response Plan has the meaning given in clause 2.15 of Part 2.

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

Transition Support Arrangements means the obligations set out in Schedule 2.

Water Services Entity means:

- (j) the new water services entities to be established by legislation giving effect to the Three Waters Reform Programme; and
- (k) the local establishment entities to be established by legislation in advance of the establishment of the new water services entities.

Construction

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

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

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

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

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

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

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

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

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

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

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

used electronic document format such as .DOC or .PDF.

END OF PART 3

SCHEDULE 1: PERMITTED FUNDING ACTIVITIES

[Note: Permitted activities on which the Recipient may spend the Funding on, as described in the Recipient's approved Funding Proposa will be inserted by DIA]

SCHEDULE 2: TRANSITION SUPPORT ARRANGEMENTS

The Recipient will collaborate and co-operate with the DIA (including through the DIA's National Transition Unit (**NTU**)) to provide for the implementation and carrying out of certain parts of the Three Waters Reform Programme, as further described below.

In making requests under these arrangements, DIA (including the NTU) will have regard to the Recipient's available resources and the competing demands on those resources. It is intended that such requests are made and considered by DIA, the NTU and the Recipient in a collaborative and co-operative manner with a view to achieving the Reform Objectives and ensuring the Recipient is able to continue to carry out its other functions and activities.

The Recipient agrees to provide the collaboration and co-operation requested to the extent reasonably practicable in the circumstances. If a council controlled organisation (**CCO**) of the Recipient is involved in the delivery of water services then the Recipient agrees to ensure that its CCO does the same.

- 1. The Recipient will, to the extent reasonably practicable in the circumstances, collaborate and co-operate with the DIA (including the NTU) to facilitate the Three Waters Reform Programme (to the extent the law permits).
- 2. Subject to the consent of <u>the Recipient's Chief Executive and</u> any affected employee (and in compliance with the Recipient's employment law and health and safety obligations), the Recipient will:
 - (a) comply with any reasonable request by the Executive Director of the DIA's National Transition Unit (NTU) for employees of the Recipient to be seconded to, or otherwise facilitate the engagement of employees with, the DIA for the purpose of assisting the DIA with the Three Waters Reform Programme; and
 - (b) enable, and where necessary facilitate, the participation of the Recipient's staff in any process or engagement with the NTU that relates to their potential employment with a Water Services Entity, including (but not limited to) attending information sessions, accessing NTU channels such as the "People Platform", providing input into the Water Services Entity organisational design and role design, engaging in unions and professional body processes developed to engage and support staff through transition.
- 3. The Recipient will respond to and comply with any reasonable request by the Executive Director of the NTU for information that the Recipient holds for the purpose of assisting the DIA with the Three Waters Reform Programme.
- 4. The Recipient acknowledges and agrees that its obligation to provide information under paragraph 3:
 - (a) may include, subject to compliance with applicable laws including the Privacy Act 2020, a requirement to provide information in relation to the assets, liabilities, contracts, property, employees, customers, processes, pricing information relating to water services fees and associated costs, and any other matters that relate to water services delivery;
 - (b) includes a requirement to comply with any reasonable request to research and collate information; and
 - (c) includes a requirement to comply with any reasonable request to provide information in a particular format and within a particular timeframe.
- 5. The Recipient will notify, and respond to requests for information by, DIA of intended decisions:
 - (a) that relate to the provision of water services; or
 - (b) that may affect (other than in an immaterial way) the provision of water services.

The Recipient acknowledges that such decisions include a decision:

- (c) to adopt or amend a long-term plan or to adopt an annual plan, in each case as contemplated by the Local Government Act 2002;
- (d) to adopt a policy required by the Local Government Act 2002;
- (e) that is significantly inconsistent with, or is anticipated to have consequences that will be significantly inconsistent with, any policy or plan adopted by the Recipient under the Local Government Act 2002;
- (f) to purchase or dispose of assets other than in accordance with its long-term plan;
- (g) to purchase or dispose of an asset, if the purchase or disposal of the asset will have a material impact on the capacity to provide water services or on the financial wellbeing of the Recipient;
- (h) to enter into any contract (other than an employment agreement) that imposes, or will continue to impose, any obligation in relation to the delivery of water services on the existing local authority after 30 June 2024 and the consideration for which is material in the context of the three water services or operations of the Recipient; or
- (i) to borrow money for a period that extends beyond 30 June 2024.
- 6. The Recipient must not, <u>unless it obtains the DIA's prior written consent (which shall not be</u> <u>unreasonably withheld)</u>, act inconsistently with its long-term plan and its annual plan as it relates to the provision of water services.
- 7. The Recipient shall include estimated and indicative prices for water services on invoices to consumers on an information only basis, based on a water revenue discovery process undertaken by the DIA. This disclosure obligation will not apply until the DIA has completed this discovery process and notified the Recipient of the basis of disclosure.
- 8. The Recipient must respond to and comply with any reasonable request by the Executive Director of the NTU to assist DIA and the NTU in the preparation of asset management plans and pricing plans for the Water Services Entities. The Recipient acknowledges that such requests may include:
 - a request to compile certain categories of information as part of an information base to inform the preparation of such plans (including, for example, existing water services assets held by or on behalf of the Recipient, current sources of funding for water services and details of employee roles within the Recipient's region or district that are involved in providing water services); and
 - (b) a request to consider particular options or matters for the Recipient's region or district to inform the preparation of such plans.



7 September 2022

9. Dangerous & Insanitary Buildings Policy Review

Author	Mel Neumann; Graduate Policy Advisor
Activity Manager	Toni Durham; Strategy & Policy Manager
	Michael Wong; Building Services Manager
GM responsible	Jane Donaldson; GM Strategy & Compliance

Summary

- Council's Dangerous & Insanitary Buildings Policy is due for review.
- Officers have undertaken a review of the policy and have determined that minor updates are required.
- The last review in 2017 resulted in an in-depth review and the use of the special consultative procedure.
- Council has the following options:
- Rollover the current policy with minor updates and no consultation (recommended), or
- Rollover the current policy with minor updates and consultation, or
- Adopt an amended version of the policy with consultation.

Recommendation

1. That Council rolls over the current Dangerous & Insanitary Buildings Policy with minor updates and no consultation (as attached in appendix 1).

Attachments

Appendix 1 Updated Dangerous & Insanitary Buildings Policy

Background

The current situation

- 1. Council's Dangerous & Insanitary Buildings Policy is now due for review. The policy was last adopted in 2017, and is due for review on a five yearly basis.
- 2. The policy was originally named "Dangerous, Earthquake-Prone, and Insanitary Buildings Policy". However, during the last review of the policy in 2017, Council removed the reference to earthquake-prone buildings due to the new standards that had been introduced via the Building (Earthquake-prone Buildings) Amendment Act 2016.
- 3. The Building (Earthquake-prone Buildings) Amendment Act 2016 introduced a new framework for managing earthquake-prone buildings, that shifted the responsibility to central government. This means that earthquake-prone buildings no longer need to be covered by Council's policy.
- 4. While legislation states that a Dangerous & Insanitary Buildings Policy can only be amended or replaced in line with the special consultative procedure, officers note that the purpose of this report is to roll over the current Policy and make several updates which:
 - Are very minor,
 - Will not impact on the implementation of the policy, and
 - Will not impact on building owners and their rights.

Therefore, it is the officers' view that the use of the special consultative procedure is not required in this instance.

Options analysis

Option one – Roll over the current policy with minor updates and no consultation (status quo, recommended)

5. Council could decide to roll over the current policy with minor updates. This option does not include consultation with the community, and is the recommended option.

Advantages

- Retains current policy conditions
- No resourcing required
- In line with officer determination that no changes are required.

Disadvantages

• It could be argued that the consultation should be undertaken as the policy is being updated.

Option two - Rollover the current policy in draft form, with consultation

- 6. While officers believe consultation is not required on the rollover of this policy, Council could decide to rollover the policy and undertake consultation with the community anyway.
- 7. This is not the recommended option due to the resourcing required for consultation, as current vacancies have had an impact on staff availability. This would shift resources and create potential delays for other policy projects that would likely be of higher priority for council.

Advantages

- Retains current policy conditions
- The community has an opportunity to provide feedback
- In line with officer determination that only minor changes are required.

Disadvantages

• Resourcing required for consultation.

Option two - Adopt an amended version of the policy, with consultation

- 8. It is acknowledged that while officers do not propose any changes, Council may feel that changes are necessary. Therefore, Council could decide to adopt an amended version of the policy.
- 9. If this was the preferred option, then Council would be required under the Building Act 2004 to undertake a full special consultative procedure. This means the draft revised policy would need to be made available to the community for consultation before the final is adopted.

Advantages

• The community has an opportunity to provide feedback.

Disadvantages

• Officers have not identified any issues that justify the need for significant changes to the policy.

Legal/policy implications

Building Act 2004

10. Section 131 of the Building Act 2004 requires Councils to have a policy on dangerous and insanitary buildings. The policy is required to state:

- the approach that the territorial authority will take in performing its functions under this part; and
- the territorial authority's priorities in performing those functions; and
- how the policy will apply to heritage buildings.
- 11. Section 132 of the Building Act 2004 states that a policy may be amended or replaced only in accordance with the special consultative procedure.
- 12. The policy is also required (under section 121A) to take into account affected buildings. Affected buildings are defined as "a building that is adjacent to, adjoining, or nearby a dangerous building or a dangerous dam."

Local Government Act (LGA) 2002

13. Section 83 of the LGA sets out the requirements of the special consultative procedure. This includes the preparation and adoption of a statement of proposal, a consultation period of at least one month, and hearings and deliberations.

Strategic alignment

14. The recommendation relates to Council's community outcomes of 'a district of great spaces and places'.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic	\checkmark	Required remedial work will have an economic impact on building owners.
Environmental	\checkmark	The Dangerous and Insanitary Buildings Policy helps Council to ensure that the built environment within the Ashburton District is safe and healthy.
Cultural	\checkmark	There are a number of heritage and historic buildings throughout the district that are a vital part of the district's cultural identity.
Social		

Financial implications

Requirement	Explanation
What is the cost?	There is no cost for the recommended option, however there will be a cost involved if Council decides to undertake consultation.
Is there budget available in LTP / AP?	Not required for the recommended option
Where is the funding coming from?	Not applicable
Are there any future budget implications?	Not applicable
Reviewed by Finance	Erin Register; Finance Manager

Significance and engagement assessment

15. The recommended option (rollover of our current policy) has been assessed against Council's Community Engagement Policy and does not trigger high significance.

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low
Rationale for selecting level of significance	We are not proposing any changes to our current policy, therefore this decision is not considered significant
Level of engagement selected	 Inform – one way communication. The community will be advised of the decision via public meeting minutes
Rationale for selecting level of engagement	No engagement is necessary with a rollover of the policy
Reviewed by Strategy & Policy	Toni Durham; Strategy & Policy Manager

DRAFT Policy

DRAFT DANGEROUS AND INSANITARY BUILDINGS

TEAM:	Building Services
RESPONSIBILITY:	Building Services Manager
ADOPTED:	29 June 2017 XXX 2022
REVIEW:	Every five years or as required-
CONSULTATION:	Special Consultative Procedure required <u>when amending or</u> <u>replacing</u> .
RELATED DOCUMENTS:	Ashburton District Council Long_—Term Plan, Ashburton District Plan, Building Act 2004, Building (Earthquake-prone Buildings) Amendment Act 2016, Health Act <u>19461956</u> , Health and Safety at Work Act 2015, Local Government Act 2002, Local Government Official Information and Meetings Act 1987, Resource Management Act 1991.

Policy Objective

This policy aims to achieve compliance with the Building Act 2004 and other relevant legislation with respect to dangerous and insanitary buildings.

Definitions

Act, for the purposes of this policy, means the Building Act 2004.

Affected building has the same meaning as section 121A of the <u>Building Act 2004Act</u> and generally means a building that is adjacent to, adjoining, or nearby a dangerous building as defined in section 121 of the <u>Building Act 2004Act</u>.

Council means Ashburton District Council.

Dangerous building has the same meaning as section 121 of the <u>Building Act 2004Act</u> and generally means a building that, for reasons other than earthquakes, is likely to cause injury or death, by collapse or otherwise, or is likely to cause damage to other property.

Heritage building, for the purposes of this policy, are those listed in Council's District Plan Schedule, Maraes and buildings listed in the New Zealand Heritage List.

Insanitary building has the same meaning as section 123 of the <u>Building Act 2003Act</u> and generally means a building:

- that is offensive or injurious to the health of people because of the situation, construction or disrepair;
- where moisture penetration makes the building damp or causes dampness in an adjoining building; or
- which does not have adequate drinking water or sanitary facilities for its intended use.

Policy Statement

1. Introduction and background

- 1.1 This policy replaces the Dangerous, Earthquake-prone and Insanitary Buildings Policy, first adopted in 2006 and last reviewed in 2012.
- 1.2 The Building (Earthquake-prone Buildings) Amendment Act 2016 is likely to bewas enacted on 1 July 2017. Council's existing policy on earthquake-prone buildings will ceased to apply and Council is will be required to work to standards under new national earthquake-prone building legislation.
- 1.3 As per requirements of the Act, this policy states:
 - the approach that Council will take in performing its functions under the <u>ActBuilding</u> Act 2004;
 - Council's priorities in performing those functions; and
 - how the policy will apply to heritage buildings.
- 1.4 All buildings, at the time of construction are required to meet the safety and sanitary requirements of that era. With time, a building can become dangerous and/or insanitary. While an event such as a major fire may change the status of a building, these changes are usually the result of changing safety and sanitation requirements, neglect, unauthorised building alterations or unauthorised change in use.
- 1.5 Throughout Ashburton District there are a number of heritage and historic buildings which are a vital part of the district's cultural identity. These buildings will be categorised and assessed in the same manner as all other buildings in the district and will be subject to the same time-frames.

2. Overall approach

2.1 Policy principles

Council has noted that provisions of the <u>Building Act 2004Act</u> in regard to dangerous and insanitary buildings reflect the government's broader concern with the health and safety of the public in buildings and, more particularly, the need to address human safety in the event of an earthquake.



2.2 District characteristics

- 2.2.1 The built environment of Ashburton District has developed over the last 150 years. European settlement has largely been based around the successful agricultural economy of the district. Construction of buildings has been according to the standards and styles of the period.
- 2.2.2 Local buildings comprise a range of types and ages with construction techniques ranging from wood and unreinforced masonry buildings to a small number of modern steel and concrete buildings. Most buildings are only one or two-storeys.

3. Dangerous and Insanitary Buildings

- 3.1 Council is committed to ensuring that Ashburton District is a safe and healthy place to live.
- 3.2 Council acknowledges that conversions of existing buildings, lack of maintenance, lack of appropriate facilities, overcrowding and un-consented alterations can cause serious health and safety problems. The failure to obtain a building consent or the use of buildings for unauthorised purposes can pose a danger to the occupants as well as users. Dangers may include danger of collapse, inadequate fire protection or means of escape.
- 3.3 Dangerous and insanitary buildings will be dealt with in much the same way as Council already deals with those buildings by responding to complaints received from the public and advice received from the New Zealand Fire Service.
- 3.4 Council is actively involved in educating the public on **Building** Act matters with a view to encourage owners to obtain a building consent where necessary. Council treats building safety as a serious matter; buildings must be safe for their intended use and for occupiers.

3.5 Identifying Dangerous or Insanitary Buildings

- 3.5.1 Council will identify potentially dangerous or insanitary buildings based on:
 - complaints from members of the public,
 - advice received from Council officers, and
 - complaints or advice from other agencies (e.g. local health providers, NZ Police, NZ Fire Service, tradespersons etc).
- 3.5.2 When a building is identified by these means Council will investigate and assess the condition of the building to determine whether it is dangerous or insanitary in terms of sections 121 and 123 of the Building Act 2004.

3.6 Assessment/prioritisation criteria

- 3.6.1 Council will endeavour to assess potentially dangerous or insanitary buildings in accordance with s121 (1) or s123 of the Act within 5 working days. Where Council is satisfied a building is dangerous or insanitary it will also assess the level of risk to public health or safety that is presented.
- 3.6.2 Council will give priority to buildings that have been determined to present such a high level of risk as to warrant immediate action to remove the risk to the users of



the building and members of the public.

- 3.6.3 Options for immediate action include:
 - Prohibiting any person from occupying or using the building;
 - If necessary, erecting barriers and warning signs, plus securing the building to prevent entry until such time as remedial action can be taken;
 - Undertaking remedial action under s129 of the Building Act. Note that in the case of insanitary buildings, Council reserves the right to use powers available under s34 of the Health Act 1956.
- 3.6.4 Where Council undertakes remedial action under either s129 of the Building Act or s34 of the Health Act, all costs will be recoverable from the building owner(s) as provided for in the relevant legislation.
- 3.6.5 Buildings that are determined to present a serious risk which is not immediate will be subject to the minimum timeframes for reduction or removal of the danger (being not less than 10 days) as set out in s1245(1)-(de) of the Act.
- 3.6.6 In addition to remedial action, the <u>ActBuilding Act 2004</u> also empowers Council to prosecute building owners and the exercise of this power may also be considered at times by Council.

3.7 Investigation and enforcement process

- 3.7.1 Council will endeavour to:
 - Respond to and investigate all building complaints received within 5 working days.
 - Identify from these investigations any buildings that are dangerous or insanitary.
 - Assess the level of risk presented by the building and, if required, take immediate action.
 - Inform the owner and occupier of the building to take action to reduce or remove the danger or insanitary condition, as required by s124 and s125 of the Act.
 - Liaise with <u>Fire and Emergency New Zealand the New Zealand Fire Service</u> when Council deems it appropriate, in accordance with s121 (2) of the Act.
- 3.7.2 Where the building is a heritage building listed in Council's District Plan, a Marae or building listed in the New Zealand Heritage List, Heritage New Zealand shall also be advised and consulted.
- 3.7.3 If the building is found to be dangerous or insanitary but does not present an immediate risk, Council may:
 - Make every attempt possible to contact the building owner prior to attaching a



written notice to the building. Where contact cannot be made with the building owner, written notice will be attached to the building requiring work to be carried out on the building, within a time stated in the notice being not less than 10 days, to reduce or remove the danger.

- Give copies of that notice to the building owner, occupier and every person who has an interest in the land, or is claiming an interest in the land, as well as Heritage New Zealand (if the building is a registered heritage building) and record this information on property records generally available to the public.
- Contact the owner at the expiry of the time period set down in the notice in order to gain access to the building to ascertain whether the notice has been complied with.
- Where the danger is the result of non-consented building work the owner will formally be requested to provide an explanation as to how the work occurred and who carried it out and under whose instructions.
- Pursue enforcement action under the <u>Building Act 2004Act</u>-and Health Act 1956 and recover actual & reasonable costs.
- 3.7.4 All owners have the right to apply to the Ministry of Business, Innovation and Employment (MBIE) for a determination under s177(<u>1e</u>)(<u>b</u>) of the Act.

3.8 Interaction between this policy and related sections of the Act

- 3.8.1 Section 41 (1)(C)<u>c</u>) of the <u>Building Act 2004Act</u> provides for situations where, because of the urgency of work required, it is not practical to apply for a building consent before the work is undertaken. In these cases the application for a Certificate of Acceptance may be required.
- 3.8.2 In cases where a building is assessed as being immediately dangerous, Council may not require a building consent for urgent work. However, building owners must submit a written proposal to Council for agreement, before any work is undertaken.

3.9 **Economic impact of policy**

3.9.1 The intent of this policy is to protect the health and safety of people who use buildings. However, Council needs to be conscious of the costs of any work required to remove dangerous or insanitary conditions in the broader social and economic context of the community.

4. Heritage buildings

- 4.1 **Definition of heritage buildings**
 - 4.1.1 Heritage buildings are those listed in Council's District Plan Schedule, Maraes and buildings listed in the New Zealand Heritage List.

4.24.1 Philosophy

4.2.1 Council values heritage buildings in Ashburton District, and considers it important that heritage buildings are resilient to a major earthquake, in order to retain



important connections to the district's history and unique character. However, Council does not wish to see the intrinsic heritage values of these buildings adversely affected by structural improvement measures.

- 4.2.2<u>4.1.1 Heritage buildings will be assessed in the same manner as other potentially</u> dangerous or insanitary buildings and as per sections 121-123 of the Act.
- 4.2.34.1.2 Where buildings are identified as dangerous or insanitary, Council will negotiate with the building owner and advise the owner to consult with Heritage New Zealand, pursuant to section 125 (2)(f) of the <u>Building Act 2004Act</u>.
- 4.2.44.1.3 Council will inform the building owner of any other obligations known to exist relating to other legislation such as the Resource Management Act 1991 and the possible requirements of a rResource c€onsent. Peer review of structural strength assessment reports may be required if a rResource c€onsent application is lodged to demolish a heritage building. Where possible, Council will seek a mutually acceptable solution that meets heritage objectives and Building. Act requirements included in this policy.
- 4.2.54.1.4 Council will serve notices requiring upgrading or demolition within specified timeframes, in consultation with building owners. A copy of any notice issued under s124 of the Act will be sent to the Heritage New Zealand in the case of all heritage buildings.
- 4.2.64.1.5 Any upgrading work must take into account the principles of the International Council on Monuments and Sites (ICOMOS) NZ Charter, any advice from Council's heritage staff or other heritage professionals or organisations, where applicable and should be designed to involve minimal loss to heritage fabric.
- <u>4.2.74.1.6</u> Waivers of modifications of the building code will be considered on a case by case basis.
- 4.2.8<u>4.1.7</u> Council funding of structural strength assessments and strengthening works will be subject to availability of Council grants, as determined by the Heritage Grants criteria, Long_Term Plan and Revenue and Financing Policy.
- 4.2.9<u>4.1.8</u> Council will encourage building owners to retain heritage buildings wherever practicable.

5. Post disaster assessment

5.1 If, following a seismic event a building had previously been assessed as not dangerous or insanitary, then Council will reassess the building under the conditions set out in this policy.





7 September 2022

10. End-of-year performance report

Author	Emily Reed; Corporate Planner
Activity manager	Toni Durham; Strategy & Policy Manager
Group manager	Jane Donaldson; Group Manager: Strategy & Compliance

Summary

- The purpose of this report is provide the end-of-year non-financial reporting against the performance measures set in Year 1 of the Long-Term Plan 2021-31.
- These results are for the 2021/22 financial year, from 1 July 2021 30 June 2022.

Recommendation

1. That Council receives the end-of-year non-financial performance report.

Attachment

Appendix 1 End-of-year performance report

Background

The current situation

- 1. Council monitors its progress towards achieving the non-financial performance measures. These are reported to Council mid-way through the financial year and at the end of the financial year.
- 2. As part of the long-term plan process, Council sets levels of service for each activity. Accompanying these levels of services are performance measures and targets.
- 3. Performance measures enable Council and the community to assess whether the levels of service are being delivered to the community. Targets for each performance measure show the level of achievement Council is aiming for each year.
- 4. The end of year results are also included in Council's annual report.

Legal/policy implications

Legislation

- 5. Council is required (Local Government Act 2002) to report against the performance targets set for each activity in the Annual Report.
- 6. While Council isn't required by legislation to provide progress reports, to do so informs both Council and the community with how well Council is tracking on a timely basis.

Financial implications

Requirement	Explanation
What is the cost?	Monitoring Council's performance is met from within existing budgets.
Is there budget available in LTP / AP?	Yes
Where is the funding coming from?	284 Community Planning
Are there any future budget implications?	No
Reviewed by Finance	Not required

Significance and engagement assessment

7. The progress reporting of Council's achievement towards its non-financial performance measures is not considered significant and is of low significance to the community.

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low; Not significant
Level of engagement selected	1 – Inform the community
Rationale for selecting level of engagement	The community will be informed of Council's progress in achieving the non-financial performance measures through relevant media channels when the annual report is adopted.
Reviewed by Strategy & Policy	Toni Durham; Strategy & Policy Manager

End-of-year performance report

Local Infrastructure

DRINKING WATER

What we're aiming for: To promote the health and safety of the community through the provision of an efficient, safe and reliable water supply.

WHAT WE'RE WORKING TOWARDS (Levels of	HOW WE'LL ME PROGRESS (Performance me	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/2022 RESULTS	COMMENTS	
service) We provide quality drinking water to connected properties	All Council drinking water schemes achieve bacteria compliance All Council drinking water schemes achieve protozoal compliance		92%	100%	100%	92%	Three transgressions (E.coli detection) on Montalto Water Supply January 2022.
			17%	0%	100%	0%	Ashburton Rakaia, Hinds, Dromore, Mayfield, Fairton and Chertsey supplies have lost secure ground-water status and are therefore no longer protozoa compliant. Methven, Mount Somers and Hakatere have protozoa treatment in place. But investigations indicate further upgrading is necessary. Rural schemes Methven/Springfield & Montalto are currently without protozoa treatment pending upgrades.
Council contractors respond to drinking water failures and requests with	Median response time (in hours) to urgent and non-	Urgent call-out attendance	0.33 hours (20 minutes)	0.75 hours (45 minutes)	1 hour	0.42 hours (25 minutes)	
median response times	urgent callouts	Urgent call-out resolution	2.4 hours	4 hours	4 hours	2.3 Hours	
		Non-urgent call-out attendance	0.23 days (5.5 hours)	0.99 days (23.9 hours)	1 day	1.82 day (43.8 hours)	
		Non-urgent call-out resolution	0.95 days (22.8 hours)	1.12 days (26.8 hours)	5 days	2 days (48.1 hours)	

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LL MEASURE PROGRESS (Performance measures)		2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/2022 RESULTS	COMMENTS
We provide efficient and sustainable drinking water services	Reduction in real water loss from the reticulated systems Reduction in average consumption (per resident per day)		52%	55%	35%	57%	Not all properties on Council supplies are metered and so the approved water loss calculation yields a coarse figure and includes losses on private reticulation
			714 L	671 L	≤735 L	732L	
The majority of residents are satisfied with our drinking water services	Customer satisfaction with drinking water services	a) Clarity b) Taste c) Odour d) Pressure or flow e) Continuity of supply f) Council's response to any of these issues	7.85 complaints / 1000 connection s	5.51 complaints / 1000 connection s	≤10 complaint s / 1000 connectio ns	7.78 complaints / 1000 connection s	
	Residents are satis Council's drinking		83%	82%	80%	74%	

WASTEWATER

What we're aiming for: To help protect community health and safety, and the environment, through the provision of reliable and efficient wastewater schemes.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS (Performance measures)		2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/2022 RESULTS	COMMENTS
(Levels of service) We provide an efficient and sustainable wastewater service	Dry weather overflow incidents		0.29 / 1000 connection s	0.49 / 1000 connection s	≤1.0 / 1000 connection s	0.91 / 1000 connections	
	Compliance with	Abatement notices	0	0	0	0	
	resource consents	Infringement notices	0	0	0	0	-
		Enforcement orders	0	0	0	0	-
		Convictions	0	0	0	0	-
Council contractors respond to wastewater failures and requests with median response	Median response time (in	Call-out attendance time	0.5 hours (30 minutes)	0.53 hours (32 minutes)	1 hour	0.62 hours (37 minutes)	
times	hours) to callouts	Call-out resolution	2.27 hours	2.58 hours	4 hours	2.35 hours	
The majority of residents are satisfied with our wastewater services	Customer satisfaction with wastewater services	a) Sewage odour b) Sewerage system faults c) Sewerage system blockages	5.70 complaints / 1000 connection s	5.62 complaints / 1000 connection s	≤10 complaints / 1000 connection s	5.77 complaints / 1000 connections	
		d) Council's response to issues with our sewerage system					

STORMWATER

What we're aiming for: To ensure property and the environment are protected and roads and footpaths continue to be accessible during rain events.

WHAT WE'RE WORKING	HOW WE'LL MEASURE PROGRESS		2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
TOWARDS	(Performanc	e measures)					
(Levels of service)							
We provide protection from flooding for private properties	Flooding ever stormwater o		0	0	0	0	
	Number of habitable floors affected for each flooding event Median response time (in hours) to callouts		0	0	0	0	
			N/A	N/A	1 hour	N/A	Not applicable as there were no relevant events during this period.
We provide efficient and sustainable stormwater services	Compliance with	Abatement notices	0	0	0	0	
	resource consents	Infringement notices	0	0	0	0	
		Enforcement notices	0	0	0	0	
		Convictions	0	0	0	0	
The majority of residents are satisfied with our stormwater services	Customer satisfaction with stormwater services (complaints / 1,000 connections)		1.94	1.43	≤5	1.11 (complaints / 1,000 connections)	

STOCKWATER

What we're aiming for: To promote the productivity of rural land through the efficient provision of clean, reliable stockwater.

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LI PROGRESS Performance		2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
We provide efficient and Compliand sustainable stockwater with services rocource		Abatement notices	0	0	0	0	
	resource consents	Infringement notices	0	0	0	0	-
		Enforcement orders	0	0	0	0	-
		Convictions	0	0	0	0	-

TRANSPORTATION

What we're aiming for: To enable efficient travel throughout the district to support economic and social interaction.

WHAT WE'RE WORKING	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
TOWARDS (Levels of service)	(Performance measures)					
We provide quality transportation services for the district	The footpath network is well maintained *	94%	94%	85%	99%	CBD Upgrade complete
	The sealed local road network is smooth *	96%	96%	90%	96%	STE as at 14 July 2022
	The sealed local road network is well maintained *	5.6%	6.0%	4%	5.3%	All contracts complete for
	The percentage of the sealed network that is resurfaced each year. Reseals and rehabilitations included.					2021-22
	Volume of metal replaced on unsealed roads *	48,926 m ³	41,695m ³	≥48,000m ³	55,357m ³	26,810m ³ July flood repairs
						28,547m ³ WC 21
	Reduction in fatalities on local roads *	0 (2 fatalities)	+4	Decrease from	-3	2020/21 = 7
	The change in the number from the previous financial year.			previous year		2021/22 = 4
	Reduction in serious injury crashes on local roads *	-1 (7 SCI)	+1	Decrease from	No change	2020/21 = 8
	The change in the number from the previous financial year.			previous year		2021/22 = 8
Council contractors respond to transportation network failures and requests	Roading service requests are responded to within 5 working days *	56%	77%	75%	90%	
within required response times	Footpath service requests are responded to within 5 working days *	61%	78%	75%	81%	
The majority of residents are satisfied with Council's transportation	Residents are satisfied with Council's unsealed roads	51%	53%	55%	46%	
services	Residents are satisfied with Council's sealed roads	34%	38%	40%	24%	

WASTE REDUCTION & RECOVERY

What we're aiming for: To develop a cost-effective range of waste management services to ensure sustainable management, conservation of resources, and protection of the environment and public health.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS (Performance measures)	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)	(
We provide kerbside collection services to the majority of residents in the district	Increase the volume of recyclable material from kerbside collection services	-11%	-13.9%	+1%	+17.6%	The number of properties covered by the kerbside collection and the volume of recyclables collected is back to pre-Covid period figures.
	Residents are satisfied with rubbish and recycling services in the district	88%	80%	90%	85%	
We provide waste reduction and recovery facilities throughout the district	Increase the volume of recyclable/recoverable material recovered from the waste stream	-5%	0%	+1%	1.1%	The volume of recyclables/recover able materials recovered from the waste stream in the past two years is back to pre-covid figures.

Public Services

GOVERNANCE

What we're aiming for: To engage in meaningful conversations and lead the community with clear and rational decision-making that is based on robust monitoring, research and analysis.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)	(Performance measures)					
The community is informed of, and involved in, local decision making	Residents are satisfied that the Council provides opportunities to have their say	86%	88%	80%	86%	
	Residents are satisfied with the quality of information about Council activities and events	92%	92%	90%	94%	
The community's views are taken fully into account for effective governance by elected members	Residents are satisfied with the performance of the Mayor and councillors	78%	89%	80%	83%	

COMMUNITY GRANTS & FUNDING

What we're aiming for: To support other organisations in the community in areas that are far better serviced by these groups than what we could do.

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LL MEASURE PROGRESS (Performance measures)	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
Community-led projects are well supported to enhance community development and wellbeing	Residents are satisfied that the Council provides opportunities for grants and funding to support community-led projects	95%	95%	90%	97%	

ECONOMIC DEVELOPMENT

What we're aiming for: To support the local economy by assisting tourism, employment and business development initiatives.

WHAT WE'RE WORKING	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
TOWARDS (Levels of service)	(Performance measures)					
Commercial property assets that are financially sustainable	Occupancy of all commercial tenancies at or above 95% at all times	98%	98%	≥95%	98%	
Council builds relationships and collaborates with all sectors in the business community	Resident satisfaction with Council's roles in economic, business and tourism development	New measure	New measure	90%	87%	

COMMUNITY SERVICES

What we're aiming for: To provide community services that meet resident's needs

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)	(Performance measures)					
Council will provide rental accommodation that meets the specific needs of eligible elderly members of the community	Occupancy rates of available Elderly Persons Housing	97%	96%	95%	94%	Target not met due to a high number of unit refurbishments
The majority of residents are satisfied with Council-provided public conveniences	Residents are saftisfied with Council-provided public conveniences	94%	92%	90%	96%	
We support the safety of Ashburton District	Residents are satisfied with Council's provision of CCTV, street lighting and security patrols within the district	91%	89%	85%	90%	

PARKS AND OPEN SPACES

What we're aiming for: To provide the district with a network of open green spaces that contribute towards the beauty and enjoyment of the area for residents and visitors alike.

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LL MEASURE PROGRESS Performance measures)	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
We provide residents with accessible, fit for purpose parks & open spaces	Urban residents live within 400 metres of a park or open space.	95%	95%	95%	95%	
	Residents throughout the district have access to sports parks (per 1,000 residents).	3.5 ha	3.4 ha	≥3.5 ha	3.4 ha	Population has increased without corresponding increase in new sports parks.
Council responds to parks & open spaces failures and requests	Complaints are responded to within ten working days.	58%	71%	65%	87%	Results of improved process for requests.
The majority of residents are satisfied with our parks & open spaces	Residents are satisfied with Council-provided parks & open spaces	92%	96%	92%	95%	
Council responds to cemetery failures and requests	Complaints are responded to within ten working days	100%	100%	95%	100%	
The majority of residents are satisfied with our cemeteries	Residents are satisfied with Council-provided cemeteries	97%	97%	95%	98%	

RECREATION FACILITIES

What we're aiming for: To provide recreation services that are well utilised and meet the needs of the community.

what we're aiming for:	To provide recreation service	lices that are w	rett utilised an	a meet the r	leeds of the c	ommunity.
WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS Performance measures	RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)		,				
We provide all residents and visitors with accessible library	Most households in the district utilise the library	51%	45%	55%	65%	
resources for recreation and discovery	Number of Children activity and programme sessions	New measure	New Measure	220	248	
	delivered in Teens the library / by the library team	New measure	New Measure	0	6	
	across the Adults year aimed at:	New measure	New Measure	10	152	
We will have a library that is a welcoming and community-centred destination	Users are satisfied with Council's library services	97%	98%	95%	97%	
	Free public internet sessior (Aotearoa People's Networ Kaharoa) are well utilised		31,453	40,000	27,286	Increasing use of personal devices. Fewer Immigration documents needed.
We provide a modern museum for the community that aligns with NZ Museum	Museum programmes and services are well utilised an increasing	20,567 d	19,046	25,000	14,504	Visitation heavily impacted by Covid- 19.
Standards	Ashburton Museum meets New Zealand Museum Standards	75%	80%	75%	-	This standard was not measured due to the significant changes to the Museum leadership and collection staff. At best, the measure remains the same as last year, as no additional work has been done in this regard.
The majority of users are satisfied with the Museum	Users are satisfied with Council-provided Museum services and programmes	94%	90%	92%	96%	

We provide quality gym, pool, and stadium facilities	EA Networks Centre is well utilised	359,739	403,799	480,000	354,722	Attendance was heavily impacted due to Covid-19 restrictions and general illness
The majority of users are satisfied with EA Networks Centre	Users are satisfied with EA Networks Centre services and programmes	88%	93%	88%	87%	

Regulatory Services

BUILDING REGULATION

What we're aiming for: To implement the requirements of the Building Act 2004 fairly and impartially so the public has confidence that buildings in the district are constructed in accordance with the building code.

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LL MEASURE PROGRESS (Performance measures)	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
We provide quality building regulation services	Building consents are processed and decisions made within 20 working days	99.1%	81.4%	100%	44.7%	342 out of 765 consent were issued within the 20 working day timeframe
	Code of Compliance Certificates are processed and decisions made within 20 working days	99.4%	99.7%	100%	98.7%	613 out of 621 Certificates were issued within the 20 working day timeframe
	Buildings with compliance schedules are audited each year	10.3%	11.4%	10%	10.6%	66 out of 624 buildings were audited this financial year
	A third of known swimming pool fences are inspected every year	35.5%	100%	100%	100%	197 out of 590 pools were inspected, therefore target of a third of known pools was met
Council responds to concerns with building regulation services within required response times	Building service complaints are responded to within two working days	100%	100%	100%	100%	One complaint was received and responded to the next day.

DISTRICT PLANNING

What we're aiming for: To achieve a fit for purpose function which meets statutory obligations and customer expectations, while anticipating and reacting to the changing needs of the district.

WHAT WE'RE WORKING TOWARDS (Levels of service)	HOW WE'LL MEASURE PROGRESS (Performance measures)	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
We provide quality district planning services	Resource consent applications and exemptions are determined within statutory timeframes	99.5%	99.5%	100%	97.5%	6 of 242 resource consents were processed outside of statutory timeframes
	Subdivision plan approval certificates (RMA s.223) are determined within ten working days	98%	95%	100%	88%	9 of 77 Section 223 applications were processed in excess of 10 working days
Council responds to concerns with district planning services within required response times	District planning service complaints are responded to within 24 hours	100%	100%	100%	99%	1 out of 17 complaint were responded to outside of timeframes.
The majority of residents are satisfied with the standard of our district planning services	Residents are satisfied with the standard of Council's planning services	82%	86%	80%	79%	

EMERGENCY MANAGEMENT

What we're aiming for: To support the community's ability to respond to and recover from emergency events.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)	(Performance measures)					
We support emergency preparedness through community-based emergency management	A community response plan is developed or renewed annually	1	1	1	1	New plan for Upper Rakaia Gorge
The majority of residents are satisfied with the standard of our civil defence services	Residents are satisfied with the civil defence services provided by Council	96%	96%	95%	96%	

LAND INFORMATION

What we're aiming for: To provide an efficient production of Land Information Memoranda (LIM) within statutory timeframes and with a high degree of accuracy.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULTS	COMMENTS
(Levels of service)	(Performance measures)					
We provide quality land information services efficiently	LIM applications are processed within ten working days	100%	99.5%	100%	100%	All LIM applications were processed within statutory timeframes.

REGULATORY COMPLIANCE

What we're aiming for: To improve, promote, and protect public health within the district by the promotion of sustainable environmental practices and the monitoring and enforcement of associated legislation and bylaws.

WHAT WE'RE WORKING TOWARDS	HOW WE'LL MEASURE PROGRESS	2019/20 RESULTS	2020/21 RESULTS	2021/22 TARGET	2021/22 RESULT S	COMMENTS
(Levels of service)	(Performance measures)				3	
We provide quality alcohol licensing services	Licensed premises are monitored each year	100%	100%	100%	100%	Target met with all alcohol premises monitored in line with licence(s) held
	Stakeholder meetings are held each year	26	36	10	13	Target exceeded with 13 meetings held.
The majority of residents are satisfied with Council's role in alcohol licensing	Residents are satisfied with how Council undertakes its role in alcohol licensing	90%	92%	85%	91%	
We provide quality animal control services	Known dogs are registered (includes dogs otherwise accounted for)	96%	95.1%	95%	98.9%	Target exceeded with 6953 of 7028 known dogs registered.
Council contractors respond to animal control incidents within contractual response times	Urgent incidents are responded to within one hour	100%	100%	100%	100%	Target met with 73 urgent incidents reported to ADC and responded to within one hour
	Found, wandering or barking dog incidents are responded to within five working days	100%	100%	100%	100%	Target met with 477 non-urgent incidents reported to ADC and responded to within five days
The majority of residents are satisfied with our animal control services	Residents are satisfied with Council's animal control services	86%	87%	80%	88%	
We provide quality environmental health services	Registered food premises are appropriately risk assessed each year	81%	91%	80%	92%	Target exceeded with 109 audits conducted of 118 registered premises
Council contractors respond to environmental health issues within contractual response times	Noise complaints are responded to within two hours	100%	100%	100%	100%	Target met with 416 noise complaints received and all responded to within two hours.



7 September 2022

11. Ashburton Welcome Signs

Author	Simon Worthington; Economic Development Manager
Activity Manager	Simon Worthington; Economic Development Manager
GM responsible	Steve Fabish, GM Community Services

Summary

- This report provides a background to the development of signage for Ashburton town, options for Council consideration and recommendations for next steps.
- The preferred concept from Councillors was the Ashburton 'A', however, a budget is not currently available to progress these from design to build stage.
- Staff suggest waiting for the 2023/24 Annual Plan process and submitting a business case for Council consideration.

Recommendation

1. That Council considers the 'Ashburton Welcome Signs' project as part of the 2023/24 Annual Plan process.

Background

The current situation

- 1. Councillors have identified that the entrance to Ashburton township does not have any signage to welcome people into the town.
- 2. Upon entering Ashburton from the north, the signage that is observed, is a sign for Lake Hood and a sign showcasing the service clubs in the district.



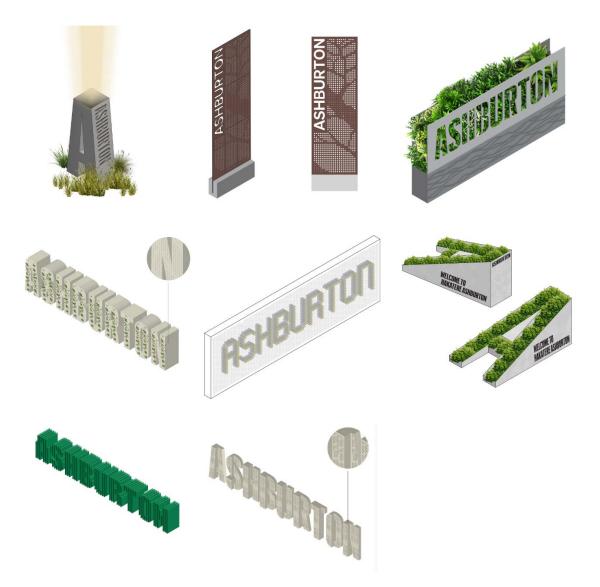


3. Coming from the south there is no welcoming sign. There is a sign noting the town name, Ashburton, and speed limit of 70km per hour. Past this there is another sign for Lake Hood and also a sign showcasing the service clubs in Ashburton (see images below)



- 4. There are currently no signs that welcome residents and visitors to Ashburton town.
- 5. Councillors have asked staff to consider various options for Ashburton signage.
- 6. Officers commissioned McCarthy Limited, a design consultancy, to develop some concepts for how a sign may look.

7. The eight options developed are shown below:



8. Councillors were briefed on the concepts developed, in a workshop, with staff and Stephen MacCarthy from MacCarthy Design in May 2022. From that workshop it was determined that staff undertake a survey with Councillors to create a shortlist of options for further development. 9. As part of the survey process two additional designs were included that had been developed by members of the community, Bev Skates and Louis Redmond. These two designs are shown below:





- 10. Councillors were asked three questions in the survey.
 - a. Please select all the images that you would like to be considered for the Welcome to Ashburton Sign (multiple selections are allowed).
 - b. Please select the image that is your number one preference for the Welcome to Ashburton sign.
 - c. Do you have any other ideas or comments?
- 11. There were 13 responses from Councillors. The survey was not locked and it is possible that some Councillors contributed on more than one occasion.
- 12. In responding to Q1 Councillors' preference was for three designs:
 - a. The Ashburton 'A';
 - b. the Cut Out Garden;
 - c. and the Punched Leaf or Braided Rivers

Selections Allowed)			5				
Heart of Mid Cant Punched Braided Rivers or Leaf : 32.35% *	Peg Board Light srbury : 8.82%		ted 'A': 8.82% Cut Out LR Up 'A': 20	: Garden : 17.85% 1.59%			
Answer	Count	Percent	20%	40%	60%	80%	100%
Planted 'A'	3	8.82%	I				
Cows and Sheep	0	0%					
Cut Out Garden	6	17.65%					
Living Ashburton	0	0%					
Lit Up 'A'	7	20.59%					
Punched 3D	3	8.82%	I				
Punched Braided Rivers or Leaf	11	32.35%					
Ploughed Lines	0	0%					
Heart of Mid Canterbury	3	8.82%	I				
Peg Board Light	1	2.94%					
Total	34	100 %					

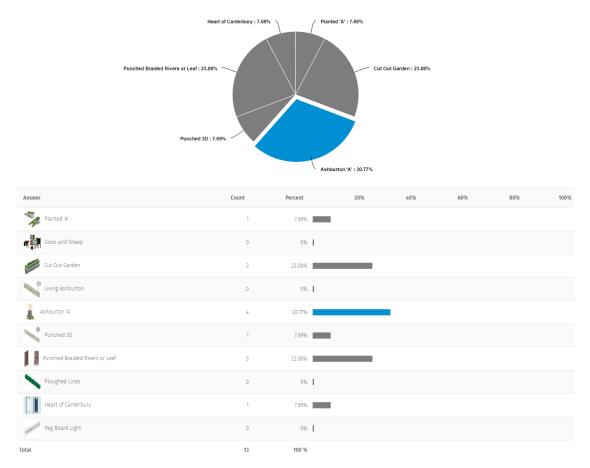
1. Please select all the images that you would like to be considered for the Welcome to Ashburton Sign. (Multiple

<u>⊎.</u> ±. *e* ¢

13. In responding to Q2 where Councillors were forced to choose an option the three preferred options again stood out, these being The Ashburton 'A', the Cut Out Garden and the Punched Leaf or Braided Rivers. The Ashburton 'A' having the most votes of all the concepts.



🔟. ±. 🔿 🗘



14. There were only two response to Q3, these are shown below:

3.	Do you have any other ideas or comments?	±. ₱
07	/18/2022 79714556 Just keep it simple	
07	/07/2022 79091506 like the look of the garden signs but wonder if they will actually look good all year around, hence my selection of more normal sign	

- 15. The exact price of the sign will be determined by a number of factors including:
 - a. Location
 - b. Dimensions of the sign
 - c. Power for lighting etc
 - d. Landscaping
- 16. Discussions with a local sign manufacturer suggest that Council should provision a budget estimate of \$50,000 per sign and allow for \$20,000 for power supply and an additional \$5,000 for landscaping.
- 17. In addition to the cost of the sign there will also be a maintenance cost each year. Roading have a contract with HEB to clean signs around the district so it would make commercial sense to add these signs to that contract. That would incur addition costs which are unbudgeted and unknown at this stage.

18. When considering the placement of the signs the Council would need to get permission from Waka Kotahi if the sign was placed within the road corridor. If the sign is outside the road corridor then permission may still need to be sort depending on the land ownership and regulatory factors. Further advice will be provided on placement should the Council wish to proceed with this project and budget is made available through the 2023/24 Annual Plan process.

Options analysis

19. Officers have provided two options for Council to consider:

Option one - Do Nothing

- a. Councillors may be minded to consider that the project is no longer required and / or is
- b. Too expensive. Choosing this option would see further work suspended and the project closed.
- c. Advantage
 - i. The central town centre works have been completed and the intelligence gained from this body of works will not be useful.
- d. Disadvantage
 - i. The ability to derive intelligence for future decision making will be lost.

Option two – Council considers this project as part of the 2023/24 annual plan – (this is the recommended option)

- e. This option reflects that Councillors still view the project as being required but that budget is currently unavailable so the project will be paused until the next Annual Plan round where a suitable budget source can be identified.
- f. Advantage
 - i. Considering this project in the 2023/24 Annual Plan will provide an opportunity to access budget for the project.
- g. Disadvantage
 - i. There may still be no budget available and installation of signage may continue to be delayed.

Legal/policy implications

20. Waka Kotahi have criteria for sign placement on State Highways which we will need to adhere to.

21. This project will need to also meet any Council regulatory requirements.

Strategic alignment

22. The recommendation relates to Council's community outcome of "A prosperous economy based on innovation and opportunity "because it is a way of highlighting we are a welcoming and business friendly district.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing				
Economic	\checkmark	Having a strong positioning for Ashburton helps businesses in the town promote and identify with their place.				
Environmental	x					
Cultural	x					
Social	\checkmark	Ashburton is a Welcoming Community and signage is an important part of Welcoming people to the town.				

Financial implications

Requirement	Explanation
What is the cost?	Estimates of \$75,000 + GST per sign have been received, this includes manufacture and installation (install, power and landscaping).
Is there budget available in LTP / AP?	No Budgets would need to be identified in the 2023/24 Annual Plan
Where is the funding coming from?	2023/24 Annual Plan
Are there any future budget implications?	Yes Currently no budgets are available so monies would need to be included in the 2023/24 Annual Plan
Reviewed by Finance	Erin Register; Finance Manager

Significance and engagement assessment

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low
Rationale for selecting level of significance	Significance assessment is for a decision to refer the idea to the next Annual plan process. This scores low on all criteria under Council Community Engagement policy.
Level of engagement selected	Inform – one way communication. It is important to note that, should Council adopt the recommendation, the proposal could then be subject to formal consultation as part of an Annual plan or Long-term plan.
Rationale for selecting level of engagement	Should Council adopt the recommendation, the proposal could then be subject to formal consultation as part of an Annual Plan or Long- term plan. At this stage, there is no further action beyond preparation of a business case for the proposal.
Reviewed by Strategy & Policy	Richard Mabon Senior Policy Advisor

Council



7 September 2022

12. Use of the Council Coat of Arms

Author	Tania Paddock; Legal Counsel
GM responsible	Leanne Macdonald; Group Manager – Business Support

Summary

• The purpose of this report is seek Council approval on behalf of the No.24 (Ashburton) Squadron Air Training Corps for it to use the Council's Coat of Arms.

Recommendation

1. That Council approves the use of the Ashburton District Council Coat of Arms by the No.24 (District of Ashburton) Squadron Air Training Corps.

Attachment

Appendix 1 ADC Coat of Arms

Background

Ashburton Air Training Corps

- 1. The New Zealand Cadet Forces ("NZCF") provides military-based leadership, personal development and operational training to people aged between 13 and 20 years old.
- 2. NZCF is made up of three branches or corps. Each corps is modelled on a corresponding branch of the New Zealand Defence Force: the Royal New Zealand Air Force, the New Zealand Army and the Royal New Zealand Navy. Each corps has its own training curriculum, uniforms and organisational structures aligned with its parent regular force branch.
- 3. At the 17 March 2021 Council meeting, the No.24 (Ashburton) Squadron Air Training Corps ("Air Cadets") were presented with the District of Ashburton Charter by the Mayor. The Charter gives the squadron the right to parade the streets on ceremonial occasions such as Anzac Day and Armistice Day.
- 4. As a result of receiving the ADC Charter, the Air Cadets are in the process of applying to the NZCF Commandant at national headquarters for a change of name for the squadron. The proposed new name is No.24 (District of Ashburton) Squadron Air Training Corps.
- 5. Military units can adopt the arms or crests of the district which granted their Charter. Therefore, another change being proposed by the Air Cadets is to adopt the Ashburton District coat of arms for its use.
- 6. If the use is approved by Council, the coat of arms would be the Ashburton unit's identifier. One possible use of the coat of arms would be on the Air Cadets uniform (if approved by NZCF), as a patch worn on the arm of the field uniform. The coat of arms would also be used on official correspondence, such as invitations to parades and cadet certificates.
- 7. The coat of arms would have the Air Cadets' unit name on it, so as to distinguish it as separate from its use by Council.
- 8. As part of the Air Cadets request to use the coat of arms, Luke Sutton (Squadron Leader of the Ashburton Air Cadets) said:

"I believe that incorporating the District's Coat of Arms into the identity of the unit would hold great "Mana" for the unit's cadets and the cadets we will have in the future, at the same time as recognizing the service of the unit to the community over the last 80 years." 9. Council has no formal policy or procedure for the use of its coat of arms by third parties. Therefore, the purpose of this report is to seek Council approval for the use of this coat of arms by the No.24 (District of Ashburton) Squadron Air Training Corps.

Options analysis

Option one – Approve the use of the Coat of Arms by No.24 (District of Ashburton) Squadron Air Training Corps (recommended option)

Advantages

- 10. Approving this recommended option will enable the No.24 (District of Ashburton) Squadron Air Training Corps to use the coat of arms in its activities and functions. This option is a logical progression following Council presenting the District of Ashburton Charter to the squadron in 2021.
- 11. Finally, this option also enables the coat of arms to be seen by the public, as it is rarely used by Council or otherwise in the District.

Disadvantages

12. There are no disadvantages to this option.

Option two - Decline the use of the Coat of Arms by No.24 (District of Ashburton) Squadron Air Training Corps

Advantages

13. Adopting this option will result in Council limiting the use of its coat of arms to Council activities.

Disadvantages

- 14. The Air Cadets will not be able to use the coat of arms, which may affect how it implements its proposed change of name to No.24 (District of Ashburton) Squadron Air Training Corps.
- 15. There is no valid or legal reason for Council to decline the use of its coat of arms, so adopting this option may be seen as unreasonable by the public.

Legal/policy implications

Council Policy/Procedure

16. Council has no policy or procedure for the approval of the use of its coat of arms.

17. Council previously had a Coat of Arms Policy, which allowed the Mayor or Chief Executive to authorise the use of the coat of arms upon receiving an external request. However, this Policy was revoked in 2017 as this subject matter was seen as more procedural based, rather than policy based.

Local Government Act 2002

- 18. Under section 234 of the Local Government Act 2002, it is an offence for a person to use a Council's coat of arms for the purposes of sale or commercial gain without Council's prior approval. Officers do not deem the current request by the Air Cadets to be for commercial gain or for the purposes of sale and in any regard, Air Cadets have approached Council for approval to use its coat of arms.
- 19. The Local Government Act is otherwise silent on the use of the coat of arms for noncommercial purposes.

Strategic alignment

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic		
Environmental		
Cultural		
Social	\checkmark	This option enables a well-established and highly regarded community organisation to fulfil its wish to change its name and insignia.

Financial implications

Requirement	Explanation
What is the cost?	There is no cost to Council in approving the recommended option other than staff time in preparing the report.
Is there budget available in LTP / AP?	Not applicable, as no cost to Council.
Where is the funding coming from?	Not applicable, as no cost to Council.
Are there any future budget implications?	No
Reviewed by Finance	Erin Register; Finance Manager.

Significance and engagement assessment

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low
Rationale for selecting level of significance	Whilst significant to the Air Cadets, the recommended option in this report will otherwise have little impact on the general community.
Level of engagement selected	1. Inform – one way communication.
Rationale for selecting level of engagement	The overall significance of the matter does not warrant community consultation or engagement, and the public can be informed of the outcome through this report appearing in a public meeting agenda.
Reviewed by Strategy & Policy	Mel Neumann; Graduate Policy Advisor

Ashburton District Coat of Arms

The Coat of Arms were granted to the Ashburton Borough on 1 August 1966, and following local government amalgamation on 1 November 1989, they were adopted by the new Ashburton District Council. The Arms are a combination of those of Lord Ashburton who was closely associated with the Canterbury Land Settlement Scheme, and the Turton family who were the first European settlers of the Ashburton Borough.

In terms of some of the specific elements of the Coat of Arms:

- The muzzled bear's head comes from Lord Ashburton
- The two clover-like "trefoils" come from the Turton family and date back to 1663
- The wavy blue band symbolises the Ashburton River
- The Maori canoe refers to the "native race of New Zealand"
- The crown symbolises Municipal authority
- The ram's head and the grain alludes to the predominant economic base of the district
- The pied stilts are wading birds found locally

The motto "Fides Probata Coronat" links back to "the Portreeve and Burgessess of Ashburton, Devon, UK", and appears to date as far back as 1314. It is apparently difficult to translate, but its general meaning seems to be "Faith Crowns True Actions".



Council



7 September 2022

13. Financial Reports

AuthorErin Register, Finance ManagerGM responsibleLeanne Macdonald, GM Business Support

Attachments

Financial variance (preliminary) report June 2022 EA Networks Centre income & expenditure report – June 2022

Ashburton District Council Preliminary Financial Variance Report for the period ending 30 June 2022

This report is a preliminary only.

At the time of producing this report there are year-end procedures yet to be completed. These may include:

- Final overhead cost centre allocations and separate reserve allocations
- Work in Progress expensed or capitalised for infrastructural assets
- Revaluations for Infrastructural assets and Forestry
- Final interest recognition on special and separate reserves
- Lending requirements (internal) are yet to be finalised
- End of year accruals

Variances greater than \$100,000 are highlighted in **red bold**. If the variance is permanent an explanation is provided.

F (favourable variance) means that either actual revenue is greater than budget or actual expenditure is less than budget.

U (unfavourable variance) is **when** actual revenue is less than budget or actual expenditure is greater than budget.

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Income and Expenditure – Overview

For period ending 30 June 2022

\$102.05 M	\$88.62 M	\$13.43 M	115%
Actual YTD	Forecast Full Year	Variance	% of Forecast
Operating Income	Operating Income	Operating Income	Operating Income
\$70.06 M	\$70.46 M	-\$0.41 M	99%
Actual YTD	Forecast Full Year	Variance	% of Forecast
Operating Expenditure	Operating Expenditure	Operating Expenditure	Operating Expenditure
\$12.78 M	\$25.01 M	-\$12.22 M	51%
Actual YTD	Forecast Full Year	Variance	% of Forecast
Capital Income	Capital Income	Capital Income	Capital Income
\$58.69 M	\$68.29 M	-\$9.60 M	86%
Actual YTD	Forecast Full Year	Variance	% of Forecast
Capital Expenditure	Capital Expenditure	Capital Expenditure	Capital Expenditure
\$0.00 M	\$4.67 M	- \$4.67 M	0%
Actual YTD	Forecast Full Year	Variance	% of Forecast
Loans Repaid	Loans Repaid	Loans Repaid	Loans Repaid

Income and Expenditure – Summary

For period ending 30 June 2022

	Actual YTD	Full Year Budget	Variance	Percentage of Budget
Revenue				
Rates	40,143,707	39,582,245	561,462	101%
Fees and Charges	10,713,888	9,394,169	1,319,719	114%
Subsidies and Grants	21,361,003	27,331,971	(5,970,968)	78%
Finance Income	282,274	50,000	232,274	565%
Other Revenue	5,859,715	5,361,236	498,479	109%
Other Sales	1,779,919	966,077	813,842	184%
Development / Financial Contributions	1,005,871	600,000	405,871	168%
Gain on Sale of Assets	4,766,204	3,363,500	1,402,704	142%
Vested Assets	10,486,353	1,969,500	8,516,853	532%
Gain on Revaluation	5,646,508	0	5,646,508	0%
Total Revenue	102,045,442	88,618,699	13,426,743	115%
Operating Expenditure				
Payments to Staff and Suppliers	53,417,289	51,474,390	1,942,898	104%
Finance Costs	1,901,313	2,264,939	(363,626)	84%
Other Expenses	257,663	192,200	65,463	134%
Depreciation	14,482,069	16,533,317	(2,051,248)	88%
Total Expenditure	70,058,333	70,464,846	(406,513)	99%
				4
Net operating surplus (deficit)	31,987,109	18,153,853	13,833,256	176%
Capital Income				
Loans Raised	4,568,570	20,407,678	(15,839,108)	22%
Land Sales Other Asset Sales & Disposals	7,717,379 498,383	4,500,000 100,000	3,217,379 398,383	171% 498%
Total Capital Income	12,784,332	25,007,678	(12,223,346)	498%
Totat Capital income	12,764,552	25,001,018	(12,223,340/	51%
Capital Expenditure				
Infrastructural Assets	12,620,214	16,632,284	(4,012,070)	76%
Cyclic Renewals	11,063,859	15,667,329	(4,603,470)	71%
Land	8,910	0	8,910	0%
Plant	930,722	872,787	57,935	107%
Additions/Alterations	22,594,494	26,084,964	(3,490,470)	87%
Other Assets	11,473,596	9,033,372	2,440,224	127%
Total capital expenditure	58,691,794	68,290,736	(9,598,942)	86%
Loan Repayments	0	4,671,875	(4,671,875)	0%
Total capital to be funded	45,907,462	47,954,934	(2,047,472)	96%

Transportation – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Footpaths	1,344,410	1,254,405	90,005	107%	
Roading	17,745,028	17,230,934	514,094	103%	Yes
-	19,089,438	18,485,339	604,099	103%	
Operating Expenditure					
Footpaths	1,166,135	1,254,405	(88,270)	93%	
Roading	16,955,051	13,716,467	3,238,584	124%	Yes
-	18,121,186	14,970,872	3,150,314	121%	
Capital Income					
Footpaths	0	70,988	(70,988)	0%	
Roading	0	2,743,292	(2,743,292)	0%	Yes
-	0	2,814,280	(2,814,280)	0%	
Capital Expenditure					
Footpaths	1,039,388	838,668	200,720	124%	Yes
Roading	11,242,108	14,748,296	(3,506,188)	76%	Yes
-	12,281,495	15,586,964	(3,305,468)	79%	
Loan Repayments					
Footpaths	0	59,922	(59,922)	0%	
Roading	0	105,804	(105,804)	0%	No
-	0	165,726	(165,726)	0%	
The above financials include the followir					
Development Contributions	<i>ig:</i> 0	0	0	0%	
The above financials do not include the Vested Assets	following: 6,359,198	836,500	5,522,698	760%	

Transportation – Operating Income

Roading

\$514,094F

Reason for variance

The favourable income reflects the subsidised emergency works for flooding repairs.

Transportation – Operating Expenditure

Roading

\$3,238,584U

Reason for variance

This expenditure includes the emergency work for both the May 2021 Flood Event and the July 2021 rainfall event. Original Council budget for this work was \$50,000. The additional Council share of the Emergency Works funding approved by Waka Kotahi (\$4,502,070), has been funded as resolved by Council in December by redirecting \$582,115 from the budgeted Year 1 Low Cost - Low Risk Improvements funding, with the balance of \$961,793 to be allocated from Council's disaster 'self' insurance reserve.

Transportation – Capital Income

Roading

Reason for variance

Due to lower than forecast capital expenditure, loans required will be lower than originally budgeted.

Transportation – Capital Expenditure

Footpaths

Reason for variance This footpath capital expenditure is predominantly the CBD revitalisation project.

Roading

Reason for variance

The budget for roading capital expenditure includes the full amount requested from Waka Kotahi for the Low Cost - Low Risk projects. With only 50% of the requested amount approved there has been a resulting under expenditure at the end of 2021/22 year.

\$200,720U

\$3,506,188F

\$2,743,292U

Drinking Water – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Group Water Supplies	5,087,073	4,819,241	267,832	106%	Yes
Methven/Springfield Water Supply	221,797	227,238	(5,441)	98%	
Montalto Water Supply	306,770	304,287	2,483	101%	
Lyndhurst Water Supply	17,871	16,561	1,310	108%	
Barhill Water Supply	4,178	4,486	(308)	93%	
-	5,637,689	5,371,813	265,876	105%	
Operating Expenditure					
Group Water Supplies	4,669,681	4,664,401	5,280	100%	
Methven/Springfield Water Supply	185,293	230,067	(44,774)	81%	
Montalto Water Supply	300,282	306,540	(6,258)	98%	
Lyndhurst Water Supply	4,392	3,513	(0,230) 878	125%	
Barhill Water Supply	1,305	1,061	244	123%	
-	5,160,953	5,205,582	(44,629)	99%	
-		-,;	(, ,		
Capital Income					
Group Water Supplies	0	4,899,204	(4,899,204)	0%	Yes
Methven/Springfield Water Supply	0	375,099	(375,099)	0%	Yes
-	0	5,274,303	(5,274,303)	0%	
Capital Expenditure					
Group Water Supplies	3,458,438	6,173,251	(2,714,814)	56%	Yes
Methven/Springfield Water Supply	33,455	484,947	(451,492)	7%	Yes
Montalto Water Supply	132,225	65,000	67,225	203%	
-	3,624,118	6,723,198	(3,099,081)	54%	
-					
Loan Repayments Group Water Supplies	0	470,896	(470,896)	0%	No
Methven/Springfield Water Supply	0	6,937	(6,937)	0%	
Lyndhurst Water Supply	0	13,048	(13,048)	0%	
Barhill Water Supply	0	3,425	(3,425)	0%	
-	0	494,306	(494,306)	0%	
<i>The above financials include the followir</i> Development Contributions	<i>ng:</i> 288,402	172,952	115,450	167%	
The above financials do not include the t Vested Assets	ollowing: 516,649	301,000	215,649	172%	

Drinking Water – Operating Income

Group Water Supplies

Reason for variance

Capital Services Contributions shows a favourable variance of ~\$115,000. There is also ~\$80,000 favourable variance in Connection Fees. It is envisaged this is due to the increased building activity over the last year. The remaining favourable variance relates to rates revenue received above budget.

Drinking Water – Capital Income

Reason for variance

Group Water Supplies

Expenditure on asset additions report below forecast due to the reasons outlined below. As a result loans required to be raised in this financial year will be lower than originally budgeted.

Methven/Springfield Water Supply

Reason for variance

Expenditure on asset additions report below forecast due to the reasons outlined below. As a result loans required to be raised in this financial year will be lower than originally budgeted.

Drinking Water – Capital Expenditure

Group Water Supplies

Reason for variance

The favourable variance in this area was influenced by delays to a number of larger scale projects. The current status of the relevant projects is as follows:

- Methven reservoir The site works were well-advanced, however with wind storm damage to the second reservoir, there will now be further delays while the contractor sources replacement materials. The delays were related to global supply chain issues.
- Methven meters installation The contractor is nearing completion of the installation works. The smart water meters was ordered in Sept 2021 and were delayed by global supply chain issues.
- Methven membrane treatment upgrade Physical works on the balance of the membrane water treatment plant will not proceed in the current year, but an advanced payment on the membrane equipment (~\$220,000) was made at the time of placement of the order in May.

\$267,832F

\$2,714,814F

\$375,099U

\$4,899,204U

Methven/Springfield Water Supply

\$451,492F

Reason for variance

There is expected to be a forecast favourable variance of ~\$285,000 associated with the PRV valve replacements. This work has been tasked to the maintenance contractor, but not progressed due to the redirection of resources to other contract commitments (Council contracts).

There is also \$200,000 budgeted for detailed design of the membrane treatment plant (Methven combined plant) of which only \$30,000 has been expended.

These unspent funds will be the subject of a request for carry over funding to allow the projects to continue.

Wastewater – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Ashburton Wastewater	8,347,577	8,357,093	(9,516)	100%	
Methven Wastewater	485,087	394,239	90,848	123%	
Rakaia Wastewater	308,649	336,622	(27,973)	92%	
	9,141,314	9,087,954	53,360	101%	
Operating Expenditure	2 570 005	4 050 044		000/	
Ashburton Wastewater	3,570,895	4,059,841	(488,947)	88%	Yes
Methven Wastewater Rakaia Wastewater	323,550 362,136	392,599 338,663	(69,049) 23,473	82% 107%	
Rakala Waslewalel	502,150	550,005	23,475	107%	
	4,256,580	4,791,103	(534,523)	89%	
Capital Income					
Ashburton Wastewater	0	5,900,619	(5,900,619)	0%	Yes
Methven Wastewater	0	276,088	(276,088)	0%	Yes
Rakaia Wastewater	0	54,962	(54,962)	0%	
	0	6,231,669	(6,231,669)	0%	
Capital Expenditure Ashburton Wastewater Methven Wastewater Rakaia Wastewater	7,357,955 6,343 14,970	11,284,862 442,363 166,318	(3,926,906) (436,020) (151,348)	65% 1% 9%	Yes Yes Yes
-	7,379,268	11,893,543	(4,514,275)	62%	
l con Denovmente	,,		(),-),- ,- , , , , , , , , , , , , , ,		
Loan Repayments Ashburton Wastewater	0	911,137	(911,137)	0%	No
Methven Wastewater	0 0	12,443	(12,443)	0%	110
Rakaia Wastewater	0	45,818	(45,818)	0%	
	0	969,398	(969,398)	0%	
The above financials include the following	-	222.000			
Capital Services Contribution	549,891	330,080	219,810	167%	
<i>The above financials do not include the</i> Vested Assets	following: 967,957	480,000	487,957	202%	

Wastewater – Operating Expenditure

Ashburton Wastewater

Reason for variance

The majority of the favourable variance is in Infrastructural Depreciation (~\$322,000) which is envisaged to be due to the delayed capitalisation of new infrastructure. Other contributors are Operations Recoveries (~\$100,000), although this may change yet with end of year reconciliations, and Electricity (~57,000) which is highly variable depending on flow through plants.

Wastewater – Capital Income

Ashburton Wastewater

Reason for variance

Due to lower than forecast capital expenditure loans required will be lower than originally budgeted.

Methven Wastewater

Reason for variance

Due to lower than forecast capital expenditure loans required will be lower than originally budgeted.

Wastewater – Capital Expenditure

Ashburton Wastewater

Reason for variance

There is forecast favourable variance of ~\$1.8M associated with the NW Ashburton wastewater servicing project. Delays in completing the detailed design and finalising the land access have both contributed to delays getting the physical works started. The contract for physical works has now been awarded. There is unspent budget (~\$400,000) for reporting improvements at Ocean Farm. This budget may need to be redirected for other compliance actions at the site. There will be a favourable variance on the ARS project, however the exact scale is uncertain at this point.

There is a forecast favourable variance of \sim \$0.7M for this year's wastewater renewals. This is also due to delays with the professional services phase. The cyclic renewals physical works have now commenced.

These projects will be the subject of a request for carryover funding.

\$3,926,906F

\$488,947F

\$5,900,619U

\$276,088U

Methven Wastewater

\$436,020F

Reason for variance

This relates to the wastewater renewals as noted in the Ashburton section above. There will be a favourable variance (~\$240,000) as the Methven project has not been progressed. The projects will be the subject of a request for carryover funding.

Rakaia Wastewater

\$151,348F

Reason for variance

The favourable variance is due to the Rakaia Caravan Dump Station project (~\$100,000) not being completed at 30 June.

The sludge disposal area extension project (~\$64,000) has also not been advanced primarily due to the increasing compliance pressure from ECan and the need to ensure that the future direction will address the current non-compliances.

Stormwater – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Ashburton Stormwater	1,186,291	1,144,014	42,277	104%	
Methven Stormwater	114,024	110,298	3,726	103%	
Rakaia Stormwater	63,806	62,072	1,734	103%	
Hinds Stormwater	11,884	11,758	126	101%	
Rural Stormwater	52,925	51,139	1,786	103%	
-	1,428,930	1,379,281	49,649	104%	
Operating Expenditure					
Ashburton Stormwater	887,816	1,174,174	(286,358)	76%	Yes
Methven Stormwater	77,538	111,057	(33,519)	70%	
Rakaia Stormwater	39,925	62,358	(22,433)	64%	
Hinds Stormwater	6,050	11,758	(5,708)	51%	
Rural Stormwater	5,451	51,139	(45,688)	11%	
	1,016,780	1,410,485	(393,706)	72%	
Capital Expenditure					
Ashburton Stormwater	153,084	86,936	66,148	176%	
Methven Stormwater	0	1,462	(1,462)	0%	
-	153,084	88,399	64,685	173%	
Loan Repayments					
Ashburton Stormwater	0	263,647	(263,647)	0%	No
Methven Stormwater	0	7,539	(7,539)	0%	
	0	271,186	(271,186)	0%	
The above financials include the following		<u>_</u>	<u>^</u>		
Development Contributions	0	0	0	0%	
<i>The above financials do not include the</i> Vested Assets	following: 285,589	352,000	(66,411)	81%	

Stormwater – Operating Expenditure

Ashburton Stormwater

\$286,358F

Reason for variance

The majority of the favourable variance is in Infrastructural Depreciation (~\$96,000) which may be due to lower than anticipated value of vested assets, and Operations Recoveries (~\$161,000) reporting lower than budgeted, but this may be subject to change with end of year reconciliations.

Stockwater – Income & Expenditure Report

For period ending 30 June 2022

Operating Income	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance	
Stockwater	1,041,996	1,038,366	3,630	100%		
	1,041,996	1,038,366	3,630	100%		
Operating Expenditure						
Stockwater	1,132,774	1,039,213	93,561	109%		
	1,132,774	1,039,213	93,561	109%		
Capital Income Stockwater	0	286,095	(286,095)	0%	Yes	
	0	286,095	(286,095)	0%		
Capital Expenditure Stockwater	168,898	317,371	(148,473)	53%	Yes	
	168,898	317,371	(148,473)	53%		
Loan Repayments Stockwater	0	9,174	(9,174)	0%		
	0	9,174	(9,174)	0%		
The above financials include the follow	ing: 0	0	0	0%		
The above financials do not include the	<i>following:</i> 0	0	0	0%		

Stockwater – Capital Income

Stockwater

\$286,095U

Reason for variance

Expenditure on asset additions report below forecast due to the reasons outlined below. As a result loans required to be raised in this financial year will be lower than originally budgeted.

Stockwater – Capital Expenditure

Stockwater

\$148,473F

Reason for variance

The budget relates to the provision of fish screens at some of our intakes. This work is not being progressed at this time. An additional ~\$138,000 is now shown as an unbudgeted expenditure in cyclic renewals for renewal of the stockwater siphon under the South Hinds River.

Waste Reduction & Recycling – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income Refuse Collection Refuse Management	2,469,763 4,422,771	2,335,906 4,398,430	133,857 24,341	106% 101%	Yes
	6,892,534	6,734,336	158,198	102%	
Operating Expenditure Refuse Collection Refuse Management	2,602,478 4,777,366	2,159,532 4,372,994	442,946 404,371	121% 109%	Yes Yes
Canital Income	7,379,843	6,532,526	847,317	113%	
Capital Income Refuse Management	9,036	296,570	(287,534)	3%	Yes
Conside I France ditant	9,036	296,570	(287,534)	3%	
Capital Expenditure Refuse Collection Refuse Management	3,410 299,978	61,718 530,906	(58,308) (230,929)	6% 57%	Yes
	303,387	592,624	(289,237)	51%	
Loan Repayments Refuse Collection Refuse Management	0 0	1,511 36,103	(1,511) (36,103)	0% 0%	
	0	37,614	(37,614)	0%	
<i>The above financials include the followi</i> Development Contributions	<i>ng:</i> 0	0	0	0%	
The above financials do not include the Vested Assets	<i>following:</i> 0	0	0	0%	

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Waste Reduction & Recycling – Operating Income

Refuse Collection

The favourable variance can be attributed to \$50,000 in additional Sales and \$83,000 additional rates income compared to budget.

Waste Reduction & Recycling – Operating Expenditure

Refuse Collection

The variance can be attributed to Cost Fluctuation which amounted to \$190,364. Approximately \$66,000 of the variance can be attributed to weigh bridge maintenance, repair of scales, collection and handling of hazardous waste, tyres, gas bottles and additional CBD bins.

In addition, \$26,000 was required for unexpected investigations and preparation of reports for ECAN regarding the Ashburton closed landfill.

The variance is also influenced by the \$35,400 of Operations Recoveries and \$135,000 of job Charges or allocation of labour costs.

Refuse Management

The variance can be attributed to \$317,000 for the operations of the Ashburton RRP, \$93,800 for Recycling initiatives, \$35,000 for management of the Hinds closed Landfill and about \$5,000 for the operations of the Rakaia Resource Recovery Park.

The \$317,000 variance in the Ashburton RRP operations can be attributed to Cost Fluctuation amounting to \$119,352. The rest of the variance amount are costs including additional security patrols, maintenance and other repairs for the ARRP Buildings and Re-Use shop, pavement markings for newly paved areas, additional signs and Ashburton closed landfill investigation and monitoring works.

The \$93,800 variance in Recycling activities are attributed to Cost Fluctuation of \$54,500 and variation works of \$41,700. Variation works include handling, transport and disposal of electronic items, child car seat recycling, conduct of community events and other community education campaigns.

The \$39,694 variance for Hinds closed landfill was spent on consent activities such as establishing of bore holes, gather and analysis of samples and the preparation of reports for submission to ECan.

\$404,371U

\$442,946U

\$133,857F

Waste Reduction & Recycling – Capital Income

Refuse Management

Expenditure on asset additions report below forecast due to the reasons outlined below. As a result loans required to be raised in this financial year will be lower than originally budgeted.

Waste Reduction & Recycling – Capital Expenditure

Refuse Management

\$230,929F

In the 2021/2022 financial year \$187,818 was budgeted for the Cardboard bunker roof. The project has been completed and the whole budget spent however due to timing (and dates of claims) a total of \$117,986 of these costs fell into the 2020/2021 financial year. The balance of \$69,832 sits in the current financial year which will leave a permanent variance to budget of \$117,986.

The work on the South West Slope Strengthening has not started and the \$50,000 allocated for this activity will be subject to a carryover request to the next financial year.

\$287,534U

Recreation Facilities – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Ashburton Museum and Art Gallery	1,700,919	1,286,207	414,712	132%	Yes
Library	1,558,997	1,565,122	(6,125)	100%	
Recreation Facilities and Services	5,587,994	6,340,242	(752,248)	88%	Yes
-	8,847,910	9,191,570	(343,660)	96%	
Operating Expenditure					
Ashburton Museum and Art Gallery	1,578,129	1,429,386	148,744	110%	Yes
Library	1,426,186	1,523,971	(97,785)	94%	
Recreation Facilities and Services	6,345,879	6,581,228	(235,349)	96%	Yes
-	9,350,194	9,534,585	(184,390)	98%	
Capital Income Recreation Facilities and Services =	0	87,000 87,000	(87,000) (87,000)	0%	
Capital Expenditure Ashburton Museum and Art Gallery Library Recreation Facilities and Services	156,795 191,661 178,951	77,718 197,640 251,651	79,077 (5,979) (72,700)	202% 97% 71%	
-	527,408	527,009	398	100%	
Loan Repayments Recreation Facilities and Services –	0	6,846	(6,846)	0%	
	0	6,846	(6,846)	0%	
<i>The above financials include the followir</i> Development Contributions	<i>ng:</i> 0	0	0	0%	
<i>The above financials do not include the t</i> Vested Assets	following: 0	0	0	0%	

Recreation Facilities – Operating Income

Ashburton Museum and Art Gallery

Reason for variance

The variance is due to the inclusion of the Art Gallery grant as a result of the merger.

Recreation Facilities and Services

Reason for variance

Operating Income remains a permanent variance due to the previously identified Covid-19 impacts of lockdowns, level 2 and red restrictions and vaccine pass restrictions resulting in lower patronage. In addition to this general illness, injury and recruitment challenges have hampered the ability to support some programmes.

In line with the increased foot traffic noted reported income for June remains steady and positive as did May. Officers continue to investigate and implement opportunities to increase patronage and maximise opportunities for usage.

Recreation Facilities – Operating Expenditure

Ashburton Museum and Art Gallery

Reason for variance

The variance is due to the expenses of the Art Gallery having moved into the Museum budget following the merger. These expenses were unbudgeted due to the unpredictable nature of the merger.

Recreation Facilities and Services

Reason for variance

Reduced wage costs due to recruitment challenges, reduction in energy costs and reducing in spending in certain areas have attributed to the favourable outcome. Some of the reductions remain permanent moving forward and officers will continue to seek operational savings if and where possible.

\$235,349F

\$752,248U

\$414,712F

\$148,744U

Recreation & Community Services – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income				_	
Public Conveniences	673,737	544,186	129,551	124%	Yes
Elderly Persons Housing	978,818	547,090	431,728	179%	Yes
Memorial Halls	334,495	321,678	12,818	104%	
Reserves and Camping Grounds	930,109	940,165	(10,056)	99%	
Reserve Boards	543,873	633,507	(89,634)	86%	
Community Safety	61,931	57,491	4,440	108%	
	3,522,963	3,044,117	478,846	116%	
Operating Expenditure					
Public Conveniences	652,577	545,083	107,493	120%	Yes
Elderly Persons Housing	726,067	518,790	207,277	140%	Yes
Memorial Halls	607,101	610,910	(3,809)	99%	
Reserves and Camping Grounds	957,084	1,041,966	(84,881)	92%	
Reserve Boards	566,254	695,526	(129,272)	81%	Yes
Community Safety	55,356	57,491	(2,135)	96%	
	3,564,438	3,469,766	94,672	103%	
Capital Income Public Conveniences	0	215,801	(215,801)	0%	Yes
Elderly Persons Housing	315,000	145,608	169,392	216%	Yes
Reserves and Camping Grounds	0	1,482,252	(1,482,252)	0%	Yes
	315,000	1,843,661	(1,528,661)	17%	
Capital Expenditure					
Public Conveniences	22,604	305,921	(283,317)	7%	Yes
Elderly Persons Housing	3,761	204,000	(200,239)	2%	Yes
Memorial Halls	5,598	10,000	(4,402)	56%	
Reserves and Camping Grounds	9,785	1,600,000	(1,590,215)	1%	Yes
Reserve Boards	11,768	54,000	(42,232)	22%	
	53,516	2,173,921	(2,120,405)	2%	
Loon Domourneuto					
Loan Repayments Public Conveniences	0	6,942	(6,942)	0%	
Reserves and Camping Grounds	0	1,200	(1,200)	0%	
Reserve Boards	0	40,000	(40,000)	0%	
	0	48,142	(48,142)	0%	
<i>The above financials include the following:</i> Development Contributions	700	0	700	0%	
The above financials do not include the follo Vested Assets	wing: 2,356,961	0	2,356,961	0%	

Recreation & Community Services – Operating Income

Public Conveniences

Reason for variance

\$116,000 is from a TIF Grant for Inland Scenic Route facility improvements.

Elderly Persons Housing

Reason for variance

The income is above budget due to a \$311,000 gain on sale of property at Kitchener Street and rental income being slightly higher than budget.

Recreation & Community Services – Operating Expenditure

Public Conveniences

Reason for variance

\$67,000 has been spent on repairs following vandalism and wilful damage. \$43,000 additional Maintenance contracts for emptying septic systems and cleaning contractors between staff with staff shortages.

Elderly Persons Housing

Reason for variance

The expenditure above budget is for upgrading of units. The majority of this work has been budgeted under capital expenditure, but due to the nature of the improvements, it has been classed as operational. There will be a permanent variance at year end.

Reserve Boards

Reason for variance

The favourable variance is combination of the following reporting lower than budgeted: depreciation, Mt Somers Caretaker wages, mowing costs at Mayfield Recreation Reserve, pruning costs at Rakaia Recreation Reserve, and electricity at Tinwald Recreation Reserve.

\$207,272U

\$107,493U

\$129,272F

\$431,728F

\$129,551F

Recreation & Community Services – Capital Income

Public Conveniences

Reason for variance

Due to lower than forecast capital expenditure loans required will be lower than originally budgeted.

Elderly Persons Housing

Reason for variance

The favourable variance to budget relates to unbudgeted sale of property at Kitchener Street.

Reserves and Camping Grounds

Reason for variance

Due to lower than forecast capital expenditure the loans required will be lower than originally budgeted.

Recreation & Community Services – Capital Expenditure

Public Conveniences

Reason for variance

A final proposal for a new public convenience facility for Mayfield Domain has been accepted and ordered. \$260,000 is allocated. Additional unspent carryover of \$45,921 for redevelopment site works will be subject to a carry forward request.

Elderly Persons Housing

Reason for variance

The upgrading of units has been budgeted as capital expenditure but due to the nature of the improvements it has been classed as operational expenditure.

Reserves and Camping Grounds

Reason for variance

\$1,500,000 was budgeted for the West Street car park, this will remain unspent at year end and be subject to a carryover request. Investigation has started.

\$100,000 budgeted for Rakaia Memorial Hall for earthquake strengthening will remain unspent at year end. Decisions on the earthquake strengthening of this hall will be subject to a council workshop in August 2022.

Due to lower than forecas

ldada Barrana Harrahan

\$200,239F

\$1,590,215F

\$283,317F

\$215,801U

\$169,392F

\$1,482,252U

Economic Development – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income		i un i cui		of Budget	runnee
Commercial Property	12,731,055	18,567,783	(5,836,727)	69%	Yes
Business & Economic Development	914,298	809,534	104,764	113%	Yes
District Promotion	254,161	247,821	6,340	103%	
Forestry	643,619	(86,729)	730,348	-742%	Yes
	14,543,134	19,538,409	(4,995,274)	74%	
Operating Expenditure					
Commercial Property	5,432,413	5,046,466	385,947	108%	Yes
Business & Economic Development	940,309	992,509	(52,200)	95%	
District Promotion	216,367	247,821	(31,453)	87%	
Forestry	952,483	370,452	582,031	257%	Yes
	7,541,572	6,657,247	884,325	113%	
Capital Income					
Commercial Property	12,254,449	6,633,623	5,620,826	185%	Yes
Forestry	31,500	0	31,500	0%	
	12,285,949	6,633,623	5,652,326	185%	
Capital Expenditure					
Commercial Property	21,041,480	23,399,000	(2,357,520)	90%	Yes
	21,041,480	23,399,000	(2,357,520)	90%	
Loan Repayments					
Commercial Property	0	2,332,772	(2,332,772)	0%	No
	0	2,332,772	(2,332,772)	0%	
The above financials include the follow	ing:				
Development Contributions	0	0	0	0%	
The above financials do not include the Vested Assets	following: 0	0	0	0%	

Economic Development – Operating Income

Commercial Property

Reason for variance

Not all of the \$13 million (budgeted for this year) of the \$20 million total provincial growth fund income will be received in the current financial year. As at the end of June \$6 million had been received in this financial year and \$2 million in the previous year.

Included in operating income is an unbudgeted gain on sale of properties at Tanks Road gravel pit \$75,000, Burrowes Road, Rakaia \$155,000 and Glasgow Lease properties totalling \$623,000. Unbudgeted Sales of gravel extraction from Lake Hood totalled \$125,000. Gains on subdivision sales report at \$100,000 above budget.

Business and Economic Development

Reason for variance

Grant income was received for the Portfolio Advisors Project \$200,000 and the Land use Adaption project \$42,900, this compares to budgeted grant income of \$125,000.

Forestry

Reason for variance

Additional income has been generated from salvage logging following the wind damage event in September. Salvage logging has now been completed. This is a permanent variance.

The negative budget for the year is due to forestry income being a rates contributor.

Economic Development – Operating Expenditure

Commercial Property

Reason for variance

\$385k of this variance relates to accounting standards requiring property classified as inventory to recognise the cost of sales as an expense. North East Industrial Park sales, being inventory available for sale, are subject to this treatment.

\$730,348F

\$5,836,727U

\$385,947U

\$104,764F

Forestry

Reason for variance

Additional expenditure was required to complete salvage logging and log cartage following the wind damage event in September. This expenditure was especially associated with a delivered log sale with Port Blakely from the Diamond Town plantation near Staveley which is now complete. Additional costs associated the wind event included mechanical land preparation, desiccate spraying and planting costs following the salvage logging. This is a permanent variance.

Economic Development – Capital Income

Commercial Property

Reason for variance

A loan has been raised for the new Library and Civic Centre in May of \$4.5 million. Sales of Glasgow lease properties are \$2.4 million above budget. Land sales income reports above budgeted levels.

Economic Development – Capital Expenditure

Commercial Property

Reason for variance

There has been unbudgeted capital expenditure of \$1.5 million relating to the purchase of property affected by the designation for the second bridge.

Due to delays in construction of the Library and Civic Centre approximately \$1.6 million of the \$21 million budgeted for capital expenditure will remain unspent at year end. \$115,000 budgeted for airport infrastructure will remain unspent due to contractor delays. \$2 million budgeted to undertake remediation work on the Ashburton Museum and Art Gallery and for building and air conditioning work will be unspent at year end. The Ashburton Oval Pavilion had \$150,000 budgeted for refurbishment, this will also remain unspent as waiting on change of ownership before beginning work. The above projects will be subject to carryover requests.

\$582,031U

\$2,357,520F

\$5,620,826F

Parks & Open Spaces – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income				_	
Cemeteries	642,652	568,866	73,786	113%	
Parks and Recreation	4,978,373	4,331,009	647,364	115%	Yes
-	5,621,025	4,899,875	721,150	115%	
Operating Expenditure					
Cemeteries	525,567	568,866	(43,299)	92%	
Parks and Recreation	3,805,921	3,598,156	207,766	106%	Yes
-	4,331,488	4,167,022	164,466	104%	
Capital Income					
Cemeteries	0	68,444	(68,444)	0%	
Parks and Recreation	0	1,197,033	(1,197,033)	0%	Yes
-	0	1,265,477	(1,265,477)	0%	
Capital Expenditure					
Cemeteries	129,313	108,455	20,858	119%	
Parks and Recreation	1,233,100	2,742,509	(1,509,409)	45%	Yes
-	1,362,413	2,850,964	(1,488,551)	48%	
-					
Loan Repayments					
Cemeteries	0	2,121	(2,121)	0%	
Parks and Recreation	0	80,681	(80,681)	0%	
-	0	82,802	(82,802)	0%	
The above financials include the followin		2	700	201	
Development Contributions	700	0	700	0%	
The above financials do not include the f	ollowing:				
Vested Assets	0	0	0	0%	

Parks and Open Spaces – Operating Income

Parks and Recreation

\$647,364F

Reason for variance

There will be a permanent variance from Reserve Contributions being \$352,000 more than the budgeted \$600,000.

Parks and Open Spaces – Operating Expenditure

Parks and Recreation

\$207,766U

Reason for variance

Due to unforeseen weather related events, Open Spaces has incurred unbudgeted costs for the reinstatement and rebuilding of the Ashburton Dog Park \$40,050. Consultancy costs of \$161,000 have been expended from a nil operating expenditure budget. It is for work planning the Town Centre and Baring Square East upgrade as part of the new Council building project.

Parks and Open Spaces – Capital Income

Parks and Recreation

\$1,197,033U

Reason for variance

There will be a permanent variance from the loan funded \$1,112,000 for Baring Square East upgrade/redevelopment project. This is due to the timing of works now in the 2022/23 year.

Parks and Open Spaces – Capital Expenditure

Parks and Recreation

\$1,509,409F

Reason for variance

There will be a permanent variance of \$400,000 due to the Domain Development Plan Walnut Avenue Promenade project not being progressed due to insufficient allocated funding. There is also \$285,000 from the proposed New Domain Driveway project unspent. The \$209,000 budgeted for Pond Edging will now also be completed in 2022/2023 financial year.

There will be a permanent variance of \$1,112,000 unspent capital expenditure from the Baring Square East upgrade/redevelopment project. Work is now scheduled in the 2022/23 financial year.

Other capital expenditure budgets that remain unspent at year end include \$120,000 on rural reserve beautification projects such as playground renewals and park amenities; Neighbourhood grounds beautification projects \$116,000 remains unspent for playground/surface renewals and amenities upgrades; urban reserves projects report \$95,000 remaining on cyclic renewal projects.

Another permanent variance exists for the Town Centre Upgrade project relating to additional expenditure of \$763,158. The funding of this project is a combination of loan funding and funding from reserves.

Community Governance & Decision Making – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income				U	
Council	3,012,931	2,964,663	48,268	102%	
Methven Community Board	130,991	128,875	2,117	102%	
Youth Council	23,908	12,733	11,175	188%	
Community Grants Funding	3,014,708	1,985,863	1,028,845	152%	No
Water Zone Committee	255,765	255,941	(176)	100%	
-	6,438,303	5,348,075	1,090,229	120%	
Operating Expenditure					
Council	2,816,705	2,974,893	(158,188)	95%	Yes
Methven Community Board	105,984	145,875	(39,891)	73%	
Youth Council	15,427	11,733	3,694	131%	
Community Grants Funding	1,675,001	1,675,039	(38)	100%	
Water Zone Committee	83,546	430,566	(347,020)	19%	Yes
-	4,696,663	5,238,107	(541,444)	90%	
Loan Repayments					
Community Grants Funding	0	99,000	(99,000)	0%	
Water Zone Committee	0	18,000	(18,000)	0%	
-	0	117,000	(117,000)	0%	
<i>The above financials include the followin</i> Development Contributions	g: 1,209,917	503,000	706,917	241%	
The above financials do not include the for Vested Assets	ollowing: 0	0	0	0%	

The above financials do not include appropriations - to and from activities

Community Governance & Decision Making – Operating Expenditure

Council

\$158,188F

Reason for variance

Salaries and Wages are below budget in Strategy and Policy making up the majority of this variance.

Water Zone Committee

\$347,020F

Reason for variance

This cost centre is district water management under which the investigations line item funds actions under the surface water strategy. Not as much progress has been made on some actions due to redirection of resources to 3 waters reform activities. This budget will be the subject of a request for carryover funding.

Environmental Services – Income & Expenditure Report

For period ending 30 June 2022

I OF PERIOU ENUMING SO JUNE 2022	<u>_</u>				
	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Environmental Health	324,348	334,061	(9,713)	97%	
Building Regulation	2,825,501	2,091,513	733,988	135%	Yes
Emergency Management	127,600	126,019	1,581	101%	
Liquor Licensing	263,273	198,918	64,354	132%	
Land Information Memorandam	127,087	98,856	28,231	129%	
Parking	202,496	290,777	(88,281)	70%	
Animal Control	471,744	507,621	(35,878)	93%	
Resource Consents	766,763	699,368	67,396	110%	
Monitoring and Enforcement	187,906	203,057	(15,151)	93%	
Planning	612,839	618,713	(5,874)	99%	
	5,909,557	5,168,903	740,654	114%	
Operating Expenditure					
Environmental Health	269,012	264,050	4,962	102%	
Building Regulation	2,606,856	2,091,513	515,343	125%	Yes
Emergency Management	206,659	125,486	81,173	165%	
Liquor Licensing	189,506	198,918	(9,413)	95%	
Land Information Memorandam	98,657	98,856	(199)	100%	
Parking	241,716	290,777	(49,062)	83%	
Animal Control	510,045	506,621	3,424	101%	
Resource Consents	754,207	699,368	54,840	108%	
Monitoring and Enforcement	246,811	272,567	(25,755)	91%	
Planning	406,288	490,605	(84,317)	83%	
	5,529,757	5,038,760	490,997	110%	
Capital Expenditure					
Parking Animal Control	12,774 1,667	0 0	12,774 1,667	0% 0%	
	14,441	0	14,441	0%	
Loop Deportments					
Loan Repayments Animal Control	0	8,800	(8,800)	0%	
Planning	0	128,109	(128,109)	0%	No
	0	136,909	(136,909)	0%	
<i>The above financials include the followi</i> Development Contributions	<i>ng:</i> 0	0	0	0%	
<i>The above financials do not include the</i> Vested Assets	following: 0	0	0	0%	

The above financials do not include appropriations - to and from activities

Environmental Services – Operating Income

Building Regulation

\$733,988F

Reason for variance

Due to the record value of work being consented, consent and levy income are higher than has been budgeted for. Any impacts from Covid-19, supply chain issues, mortgage rates and lending criteria don't appear to have slowed the number of consents coming in.

Environmental Services – Operating Expenditure

Building Regulation

\$515,343U

Reason for variance

We have had to secure additional contractor hours to deal with the backlog of consents due to the record value of work being consented. While this has caused additional expenditure, the contractors' costs are offset by the income from the consent fees (i.e. the contractors' hours are fully chargeable).

Miscellaneous, Dividends & Internal Overheads – Income & Expenditure Report

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	Permanent Variance
Operating Income					
Dividends and Interest	3,219,165	50,000	3,169,165	6438%	Yes
Library and Civic Centre	335,515	335,228	287	100%	
Leadership Team	1,752,385	1,610,291	142,094	109%	No
People & Capability	925,578	997,439	(71,861)	93%	
Information Systems	3,536,772	3,192,950	343,822	111%	No
Customer Services	641,312	666,317	(25,005)	96%	
Treasury	4,397,987	1,318,176	3,079,811	334%	No
Rates	565,061	754,880	(189,819)	75%	No
Community Relations	795,116	873,643	(78,527)	91%	
Communications	802,866	697,060	105,806	115%	No
Property Administration	1,392,138	1,544,047	(151,909)	90%	No
Service Delivery	4,353,640	3,656,081	697,559	119%	No
Parks Administration	2,945,021	3,226,790	(281,770)	91%	No
Plant Operations	1,016,990	832,377	184,613	122%	No
_	26,679,545	19,755,279	6,924,266	135%	
Operating Expenditure					
Dividends and Interest	7,990	50,000	(42,010)	16%	
Library and Civic Centre	329,330	335,229	(5,899)	98%	
Leadership Team	1,754,103	1,610,291	143,813	109%	Yes
People & Capability	931,589	1,135,635	(204,046)	82%	Yes
Information Systems	3,547,766	3,202,450	345,316	111%	Yes
Customer Services	642,939	666,317	(23,378)	96%	
Treasury	1,185,341	1,318,176	(132,835)	90%	Yes
Rates	700,165	754,880	(54,715)	93%	
Community Relations	807,673	1,000,507	(192,834)	81%	Yes
Communications	808,901	838,355	(29,454)	96%	
Property Administration	1,399,796	1,544,047	(144,251)	91%	Yes
Service Delivery	4,357,218	3,655,831	701,387	119%	Yes
Parks Administration	2,947,454	3,223,790	(276,336)	91%	Yes
Plant Operations	945,307	832,377	112,930	114%	Yes
	20,365,573	20,167,885	197,688	101%	
Capital Income					
Library and Civic Centre	848	0	848	0%	
Information Systems	0	175,000	(175,000)	0%	Yes
Plant Operations	173,499	100,000	73,499	173%	
-	174,347	275,000	(100,653)	63%	
Capital Expenditure					
Library and Civic Centre	1,898	0	1,898	0%	
Information Systems	410,650	1,295,456	(884,806)	32%	Yes
Plant Operations	930,722	872,787	57,935	107%	100
	1,343,269	2,168,243	(824,974)	62%	
The above financials include the following Development Contributions	<i>g:</i> 0	0	0	0%	
The above financials do not include the fo	ollowina:				
Vested Assets	0	0	0	0%	

The above financials do not include appropriations - to and from activities

Miscellaneous, Dividends & Internal Overheads – Operating Income

Dividends and Interest

Reason for variance

A dividend of \$700,000 has been received from ACL relating to the financial year ending June 2021 which is significantly higher than budgeted due to a record turnover for the year. \$2.4 million of this total relates to gain on revaluation of investments, as part of the preparation of the annual report.

Miscellaneous, Dividends & Internal Overheads – Operating Expenditure

Leadership Team

Reason for variance

Increased costs relates to a combination of salary and wages and plant cost being above budgeted figures.

People & Capability

Reason for variance

A permanent variance of \$120,000 was predicted in April 2022. Given the periods of position vacancy and secondary recruitment delays this has increased to \$146,000. The majority of this amount was carried forward from the previous year to offset additional salary and wage costs across the organisation, to fund our decision to increase our lower paid employees' pays beyond our budgeted amounts. As at end of June, the salary and wage expenditure for the organisation is sitting at 97%. This value/the difference is intended to be requested to be carried forward to assist with inflationary remuneration pressures and ADC's competitiveness with labour market. Other delayed work programme initiatives, some cancelled due to COVID-19, are also likely to be subject to a carry forward request.

Information Systems

Reason for variance

Depreciation for the year is \$202,000 higher than budgeted. There has also been adjustment of capital expenditure to operational following financial management guidelines in capitalisation. This totals \$142,000 with further work being undertaken to confirm the actual value.

\$143,813U

\$204,046F

\$3,169,165F

\$345,316U

\$145,815

Treasury

Reason for variance

Variance relates to lower than budgeted salary and wages costs for the year, due to staff vacancies during the year, and lower staff training costs due to covid-19. Further year end accruals yet to be processed such as audit fees, will reduce this variance.

Community Relations

Reason for variance

Salaries and Wages are below budget in the Strategy and Policy making up the majority of this variance.

Property Administration

Reason for variance

The majority of this variance relates to lower than budgeted salary and wages and consultancy costs.

Service Delivery

Reason for variance

Variance to budget relates to unbudgeted Operational job costs.

Parks Administration

Reason for variance

There has been under expenditure in salary and wages, conference expenses, maintenance contracts and plants costs compared to budget.

Plant Operations

Reason for variance

The majority of this variance is made up of increased fuel and tyre costs compared to budget. There are further year- end adjustments to be made to this overhead account.

\$132,835F

\$112,930U

\$144,251F

\$276,336F

\$701,387U

\$192,834F

Miscellaneous, Dividends & Internal Overheads – Capital Income

Information Systems

\$175,000U

Reason for variance

Loan funding to bring forward cloud services by 1 year was agreed during LTP meetings. Transactions relating to end of year loan funding are still to be completed.

Miscellaneous, Dividends & Internal Overheads – Capital Expenditure

Information Systems

\$884,806F

Reason for variance

There has also been adjustment of capital expenditure to operational following financial management guidelines in capitalisation. This totals up to \$142,000 with further work being undertaken to confirm the actual value.

Previous carryover from year 20/21 of \$167,000 was in the budget for 21/22 to support the renewal of ICT services in the new build that while committed, remain outstanding. Other planned renewals or new procurement associated with the new build are subject to postponement but remain a requirement. These costs are estimated to be \$180,000.

Lower costs related to renewal of network and desktop infrastructure were realised once final scope and charges were confirmed. This amounted to savings of \$92,000.

This underspend also includes the loan funded cloud services which has been budgeted under capital but falls under operational expenditure.

Identified capital works and expenditure for software licensing and application development was not commenced due to other works over running planned time. This amounts to \$129,000.

Once further investigation is complete on the underspend this either in part of full is likely to be subject to a carry forward request.

Loan Repayments

For period ending 30 June 2022

	Actual YTD	Budget Full Year	Variance	Percentage of Budget	
Loan Repayments	0	4,671,875	(4,671,875)	0%	No

Balance Sheet

As at 30 June 2022

	YTD Actual	2021 Actual
Public Equity		
Ratepayers Equity	511,894,446	474,043,000
Revaluation Reserves	250,814,687	250,814,687
Funds and Reserves	66,560,313	66,560,313
	829,269,446	791,418,000
Non-Current Liabilities		
External Loans	90,600,000	70,600,000
Other Term Liabilities	38,207	2,468,715
	90,638,207	73,068,715
Current Liabilities		
Trade Creditors	1,572,412	2,219,481
GST	(1,311,214)	(1,319,885)
Deposits & Bonds	905,822	1,050,771
Other Current Liabilities	193,007	613,711
Accrued Liabilities	8,695,726	11,047,207
	10,055,752	13,611,285
Total Equity & Liabilities	929,963,413	878,098,000
Fixed Assets	153,216,389	153,322,844
Infrastructural Assets	642,887,307	654,065,521
Work in Progress	78,383,523	25,475,999
Advances	561,763	561,763
Shares	9,587,015	9,074,015
Current Assets		
Cash & Bank	11,379,077	24,672,000
Cash Investments	20,000,000	1,000,000
Receivables	3,059,151	5,534,120
Provision for Doubtful Debts	(121,463)	(121,463)
Stock	70,839	53,257
Accruals	10,594,214	3,909,078
Other Current Assets	345,596	550,866
	45,327,415	35,597,858
		070 000 000
Total Assets	929,963,413	878,098,000

Net Debt and Borrowings

As at 30 June 2022

Net Debt



External Borrowing

Local Government Funding	Amount	Rate	Maturity
LGFA 2022	2,000,000	2.04% Floatir	ng 13-Jul-22
LGFA 2022	10,000,000	1.85% Floatir	ng 13-Jul-22
LGFA 2017	5,000,000	2.55% Floatir	ng 15-Apr-23
LGFA 2018	2,000,000	2.13% Floatir	ng 15-Apr-24
LGFA 2020 Coupon	5,000,000	2.46% Floatir	ng 15-Apr-24
LGFA 2022	5,000,000	2.27% Floatir	ng 15-Apr-24
LGFA 2022	3,000,000	2.09% Floatir	ng 15-Apr-25
LGFA 2022	5,000,000	2.34% Floatir	ng 15-Apr-25
LGFA 2021	7,000,000	2.28% Floatir	ng 15-Apr-25
LGFA 2020	10,000,000	2.54% Floatir	ng 15-Apr-26
LGFA 2020 Coupon	5,000,000	1.23% Fixed	15-Apr-27
LGFA 2020 Coupon	5,000,000	0.97% Fixed	15-Apr-27
LGFA 2021 Coupon	16,600,000	2.01% Fixed	15-May-28
LGFA 2022	10,000,000	2.59% Floatir	ng 20-Apr-29

Total External Funding

90,600,000

Borrowing by Activity

As at 30 June 2022

Activity	External Borrowing	Internal Borrowing
Community Facilities & Support	1,129,667	-
Commercial Property	45,232,223	-
Wastewater	20,096,819	-
Drinking Water	9,435,991	-
Environmental Services	969,915	-
Stormwater	3,437,282	-
Cemeteries	1,653,081	-
Water Resources	379,360	-
Arts & Culture	2,376,000	-
Refuse and Recycling	605,448	-
Stockwater	237,915	-
Roading	3,119,093	-
Footpaths	744,250	-
Recreation Facilities	200,036	-
Civic Building	43,794	-
Camping	18,073	-
Public Conveniences	191,054	-
Reserve Boards	730,000	-
Total	90,600,000	-

Council Investments

As at 30 June 2022

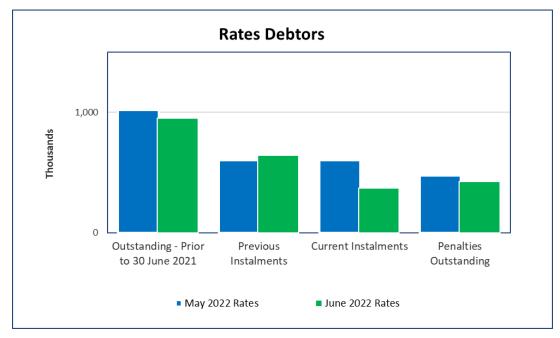
Listed below are the current significant investments held by Council.

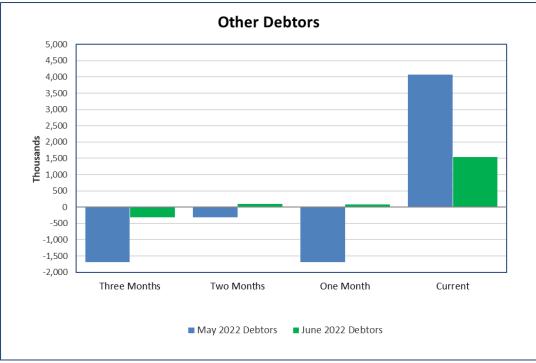
Term deposits	Principal	Interest	Term	Maturity
Westpac Bank	8,000,000	2.11%	30 Days	22-Jul-22
Westpac Bank	10,000,000	2.34%	365 Days	20-Dec-22
	18,000,000			
Local Authority Stock and Bonds	Principal	Coupon	Yield	Maturity
Bonds				
BNZ	1,000,000	4.10%	3.35%	15-Jun-23
ANZ	1,000,000	3.00%	4.71%	17-Sep-26
	2,000,000			
Advances				
Eastfield Investments	561,763			
	561,763			
Shares				
Ashburton Contracting Ltd	4,500,000			
NZ Local Govt Co-op Shares	53,215			
RDR Management	30,000			
Transwaste Canterbury Ltd	1,362,000			
ATS	500			
Electricity Ashburton Rebates	1,300			
LGFA Equity	1,875,000			
Eastfield Investments	1,765,000			
	9,587,015			

Receivables Summary (Including Prior Month Comparative)

As at 30 June 2022







EA Networks Centre

Ashburton District Council EA Networks Centre - Income & Expenditure Report

EA Networks Centre - Income & Exper for period ending 30 June 2022	nditure Report Transfers	Default	Retail	Roo	m Rental/Evei	nts			Aquatic				Fitness			Grand	Total		
	Transfers	Default	Retail	Meeting Rooms	Stadium	Events	Total	Pool	Tinwald Pool	Learn to Swim	Total	Gymnasium	Aquasize	Group Fitness	Total	Tot	al	Variance	Percentage of Budget
	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Budget Full Year		
Operating Income	589			705	177.001	00 740	240,720	0.40.0.40	10.007	0.40 500	700.004	000.045	17.050	4 47 007	500,404	4 445 007	0.004.050	836.645	000/
Fees Grants	589 15,000		1	725	177,284	62,712	240,720	343,849	12,937	346,508	703,294	336,045	17,052	147,307	500,404	1,445,007 15,000	2,281,652 102,000	836,645 87,000	
Rental	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	420	420	0%
Sales	205	-	67,533		-	-	-	1,500	-	-	1,500		-	-	-	69,238	75,000	5,762	
Sundry Income Treasury Internal Recoveries	9	49,793		1	-	-	-	2,105	-		2,105	1	-			2,113 49,793	-	(2,113) (49,793)	0% 0%
Rates	-	3,904,203		-	-	-	-	-	-		-	-	-		-	3,904,203	3,881,170	(23,033)	101%
Other Income	4,654	681	959		-	-	-	68,083	-	5,995	74,078	18,677	-	3,590	22,267	102,639	-	(102,639)	0%
	20,457	3,954,678	68,492	725	177,284	62,712	240,720	415,537	12,937	352,503	780,977	354,722	17,052	150,897	522,671	5,587,994	6,340,242	752,248	88%
Operating Expenses																			
Variable costs																			
Personnel Costs	-	-			12,197	88,325	100,523	-	-	334,503	334,503		-	168,776	168,776	603,801	553,837	(49,964)	109%
Financial / Professional Costs	9,058	2,896	-			1,008	- 1,008	19,758	-	-	19,758	7,065	-	7,065	14,129	44,833	67,000	22,167	
Promotional Costs General Costs	11,695 73,018	190	- 22	1	3,323 3,362	7,123	10,446 3,362	3,173 48,159	3,926	2,057 186	5,231 52,271	1,128 6,486	240	630 1,962	1,758 8,688	29,319 137,360	26,600 135,400	(2,719) (1,960)	
Purchases	4,660	127	47,186	· · ·	6,606	859	7,466	3,592	2,876	431	6,899	430	159	2,545	3,134	69,471	92,500	23,029	75%
Property / Plant Costs	89,238	651	-	- 401	2,912	-	2,912	7,158	1,042	-	8,200	1,586	-	435	2,020	103,021	126,587	23,565	
Energy Costs Centre Maintenance	- 2,334 94,044	84	10,459	6,404	40,984 2,375		47,387 2,375	329,490 43,946	7,881 270		337,371 44,216	15,455 2,607	-	8,880 264	24,334 2,871	417,302 143,506	574,850 134,700	157,548 (8,806)	
	279,379	3,948	57,667	6,404	71,759	95,300	173,463	455,276	15,995	337,177	808,448	34,757	398	190,555	225,710	1,548,615	1,711,474	162,858	
Contribution Margin	- 258,922	3,950,729	10,825	- 5,679	105,524 -	32,588	67,257	- 39,740 -	3,058	15,326 -	27,472	319,965	16,654 -	39,658	296,961	4,039,379	4,628,768	589,389	87%
Fixed costs																			
Salaries	644,605	47,040		-	-	-	-	665,278	54,813	-	720,091	332,354	324	-	332,678	1,744,414	1,751,627	7,213	
Office Costs Registrations	68,603	2,128	270	-	504	595	1,099	2,602	341	3,264	6,207	526	930	23,633	25,088	103,394	114,232 2,500	10,837 2,500	91% 0%
Security	19,788	90	1	1	-			1	-		1	1	-		1	19,878	8,000	(11,878)	
Fire Protection	-	-			-	-	-	942	-	-	942	-	-	-	-	942	-	(942)	0%
Interest Internal Rental	119	116	- 10,191	- 16,638	- 798,576	-	- 815,214	3,141 576,056	-	-	3,141 576,056	- 75,284	-	27 43,256	27 118,540	3,404 1,520,001	3,124 1,520,001	(279)	109% 100%
internal Nental	-		10,131	10,000	190,510		013,214	570,050			570,050	73,204		43,230	110,040	1,320,001	1,520,001	0	0%
Centre Overhead	- 1,027,022 - 293,907	49,374	78,422 88,883	16,105 32,743	205,654	- 595	221,759 1,038,072	296,865 1,544,885	6,293 61,447	118,478 121,743	421,637 1,728,074	216,466 624,629	- 1,254	88,738 155,654	305,204 781,537	0 3,392,034	3,399,485	(0) 7,451	- 0% 100%
	- 293,907	49,374	00,003	32,743	1,004,734	292	1,038,072	1,044,000	61,447	121,743	1,728,074	024,029	1,204	155,054	761,537	3,392,034	3,399,465	7,451	- 100%
Surplus (Loss) before Council Overhead	34,984	3,901,355	- 78,058	- 38,422	- 899,210 -	33,183	- 970,815	- 1,584,624 -	64,505	- 106,417	- 1,755,546	- 304,664	15,400	- 195,312	- 484,576	647,345	1,229,283	581,938	53%
Council Overhead	-	1,043,571		•	-	-	-		-	-	-	•	-	•	-	1,043,571	1,020,786	(22,785)	102%
Operating Profit / (Loss)	34,984	2,857,784	- 78,058	- 38,422	- 899,210 -	33,183	- 970,815	- 1,584,624 -	64,505	- 106,417	- 1,755,546	- 304,664	15,400	- 195,312	- 484,576	- 396,226	208,497	604,724	-190%
Depreciation Costs	4 407	27 457														20.044	440.404	440 540	00/
Depreciation - Office Equipment Depreciation - Furniture & Fittings	1,487 15,213	37,457 165		· · ·	-	-	-	-	-		-	-	-		-	38,944 15,378	449,484	410,540 (15,378)	
Depreciation - Computer Equipment	5,610				-		-	124			- 124		-			5,734		(15,378) (5,734)	0%
Depreciation - Buildings	106,582	-			46,060	-	46,060	372	-		372	-	-	-	-	153,014	-	(153,014)	
Depreciation - Light Plant	3,433	-	-		29,495	-	29,495	38,836	543		39,379	75,169	-		75,169	147,476	-	(147,476)	0%
	132,324	37,622	— <u> </u>	· · ·	75,555	-	75,555	39,333	543		39,876	75,169	-		75,169	360,546	449,484	88,938	- 0% 80%
		21,022			. 0,000		70,000		0.0		30,010	10,100			. 0, 100	500,0 10	0, 104	00,000	
Capital Expenditure Loan Principal Repayment																	6,846	6,846	0%
Additions / Alterations	47,000	8,022		1	-			3,290			3,290	1	-			58,312	62,000	3,688	
Asset Addition Carryover	-	-	-	1	-		1	6,710			6,710		-	1	_	6,710	5,000	(1,710)	
Other Asset Purchases	1,521	-		· ·	13,130	9,556	22,686	13,276	-		13,276	-	-		-	37,483	73,860	36,377	
Cyclic Renewals	12,499	-	-		-	-	-	5,868	1,155	-	7,023	-	-	3,790	3,790	23,312	23,791	479	
Cyclic Renewals Carryovers	53,134	-			-	-	-	-	-	-	-		-	-	-	53,134	87,000	33,866	61%
	114,154	8,022	· .		13,130	9,556	22,686	29,144	1,155		30,299	-	-	3,790	3,790	178,951	258,497	79,546	69%

Council



7 September 2022

14. Mayor's Report

14.1 LGNZ Remits

LGNZ have provided updates on two of the remits passed at the recently held AGM:

• Central Government funding of public transport

A letter has been written to Parliament's Petitions Committee supporting a petition for free public transport for CSC holders, students and young people. Arguing the point that accessible and affordable public transport helps address equity issues and incentivises mode shift to reduce emissions, as well as pointing out the sector's strong support for this remit.

• Density and proximity of vaping retailers

A submission on the Smokefree Environments and Regulated Products (Smoked Tobacco) Amendment Bill has been made. Thanks to everyone who provided input into this submission at short notice. The submission addresses some of the key concerns around vaping that were raised in the remit

14.2 Local Government Members (2022/23) Determination

Council will recall the advice we received from the Remuneration Authority in July and the proposal to amend the Determination (clauses 11 & 12) in respect to an elected members' ability to claim vehicle-kilometre and travel-time allowances when residing permanently outside of the local authority area. The Authority had found this provision to be inequitable in some circumstances and sought the views of all elected members on whether there would be situations where a member could seek an exemption to the restriction.

Ashburton District Council was one of a number of councils (regional and territorial) that supported the Authority's proposal to amend clauses 11 and 12. Although our elected members' views were mixed, it was agreed that the proposed evaluation process would be sufficiently robust to ensure that a request for exemption (supported or opposed by that council) would be fully considered and subject to the Remuneration Authority's final approval.

Based on the wider feedback received, the Authority has amended clauses 11 and 12 of the principal determination, which set out the allowances payable by a local authority to a member for eligible travel.

It should be noted that the adoption of the allowances contained in the principal determination are entirely at the discretion of individual councils (within the limits set by the Authority). Early in the next term, Council will review its Elected Members Expenses & Allowances Policy. At this time it will be an option for the new Council to decide whether it wishes to include or omit the amendments into the Policy (as shown in the attached determination). *Appendix 1*

14.3 Otago Medical Students

On 25 August, along with Councillor Carolyn Cameron and the Economic Development Manager, Simon Worthington, I hosted seven 3rd year Otago medical students who were visiting Ashburton. The group had been in Ashburton for the week learning about health needs of our community. Discussions included how we could attract GPs to our district.

The young training doctors' perceptions are that one of the things that turns them off Ashburton as a place to settle is the lack of social life compared to the larger cities whilst they are young, but they do see Ashburton as a place to return to and raise a family later on.

14.4 Meetings

Mayoral calendar

August 2022

- 18 August: Zone 5 & 6 meeting, Dunedin with CE Hamish Riach
- 19 August: Reserve Bank Lunch with Governor Adrian Orr with Deputy Mayor Liz McMillan, Councillors Rodger Letham, Lynette Lovett, Stuart Wilson and CE Hamish Riach
- 20 August: Advance Ashburton
- 22 August: Leeann Watson Canterbury Economic Chamber of Commerce with CE Hamish Riach
- 22 August: Robert Sharkie Ruralco with CE Hamish Riach
- 23 August: Canterbury Regional Public Services Commission with CE Hamish Riach
- 24 August: Lake Hood workshop
- 24 August: Alfresco Dining Policy workshop
- 25 August: Roger Sutton and Phil McKendry EA Networks with CE Hamish Riach
- 25 August: Otago Medical Students with Cr Carolyn Cameron
- 25 August: Civil Defence Emergency Management Joint Committee
- 26 August: Canterbury Mayoral Forum
- 26 August: NZ Police Area Commander David Gaskin's Retirement celebration Deputy Mayor Liz McMillan deputised
- 29 August: LGNZ Unpacking Resource Management Reform (via Zoom)
- 31 August: EA Networks AGM

September 2022

- 1 September: ASB Rural Thought Leadership Breakfast
- 1 September: Canterbury Regional Leadership Group COVID Protection Framework (via MS Teams)
- 1 September: Sue and Colin Fowlie Rakaia Medical Centre with CE Hamish Riach
- 1 September: LGNZ Reforms Update (via Zoom)
- 2 September: Josh Dondertman and Cole Groves Rural Support Trust
- 2 September: M. Bovis Advisory Group
- 2 September: South Island Secondary Schools Hockey Tournament Councillor Rodger Letham deputised
- 5 September: Methven Community Board
- 6 September: Associate Minister of Local Government Hon. Kieran McAnulty with available Councillors and CE Hamish Riach
- 6 September: ACT MP David Seymour with available Councillors and CE Hamish Riach
- 6 September: Ashburton River Rating meeting
- 7 September: Road Closure hearing
- 7 September: Library and Civic Centre site visit
- 7 September: Council meeting
- 7 September: MP Jo Luxton and Minister Ayesha Verrall Councillor Carolyn Cameron deputising.

Recommendation

That Council receives the Mayor's report.

Neil Brown

Mayor



Appendix 1

Local Government Members (2022/23) Amendment Determination (No 2) 2022

This determination (to which is appended an explanatory memorandum) is made by the Remuneration Authority under the Remuneration Authority Act 1977 and clause 6 of Schedule 7 of the Local Government Act 2002, after having regard to the matters specified in clause 7 of that schedule.

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3	Principal determination	1
4	Clause 11 amended (Vehicle-kilometre allowance)	1
5	Clause 12 amended (Travel-time allowance)	2

Determination

1 Title

This determination is the Local Government Members (2022/23) Amendment Determination (No 2) 2022.

2 Commencement

This determination is deemed to have come into force on 1 July 2022.

3 Principal determination

This determination amends the Local Government Members (2022/23) Determination 2022.

4 Clause 11 amended (Vehicle-kilometre allowance)

After clause 11(4), insert:

(5) Subclause (4) does not apply to the payment of a vehicle-kilometre allowance by a local authority to a member who permanently or temporarily resides outside the local authority area if—

1

n

Local Government Members (2022/23) Amendment Determination (No 2) 2022

- (a) the member's primary place of residence was outside the local authority area at the time of the local election, or an exceptional circumstance beyond the member's control requires them to move outside the local authority area; and
- (b) the Remuneration Authority determines, on an application from the member and having considered the recommendation of the mayor or regional council chairperson, that subclause (4) does not apply.

5 Clause 12 amended (Travel-time allowance)

After clause 12(4), insert:

- (4A) Subclause (4) does not apply to the payment of a travel-time allowance by a local authority to a member who permanently or temporarily resides outside the local authority area if—
 - (a) the member's primary place of residence was outside the local authority area at the time of the local election, or an exceptional circumstance beyond the member's control requires them to move outside the local authority area; and
 - (b) the Remuneration Authority determines, on an application from the member and having considered the recommendation of the mayor or regional council chairperson, that subclause (4) does not apply.

Dated at Wellington this	18	day of	August	2022.		
C	0		7			
Å	reex	he	n		• (Chairperson.
C	Du	llas	Wel	ih		Member.
		M	KU.	Nor	~	Member.

Explanatory memorandum

This memorandum is not part of the determination, but is intended to indicate its general effect.

This determination, which is deemed to have come into force on 1 July 2022, amends the Local Government Members (2022/23) Determination 2022 (the **principal determination**).

2

Clauses 4 and 5 amend clauses 11 and 12 of the principal determination, which set out the vehicle-kilometre allowance and travel-time allowance (the **allowances**) payable by a local authority to a member for costs incurred for eligible travel.

Clauses 11(4) and 12(4) of the principal determination state that if a member resides outside a local authority area and travels to the local authority area, the member's eligibility for the allowances begins after they cross the boundary of the local authority area. The amendments enable a member to apply to the Remuneration Authority for an exemption from clauses 11(4) and 12(4) if—

- the member's primary place of residence was outside the local authority area at the time of the local election; or
- an exceptional circumstance beyond the member's control requires them to move outside the local authority area.

Because the payment of allowances within the limits of the principal determination is discretionary, any decision to provide for members to apply for an extension of those allowances under *new clauses* 11(5) and 12(4A) is also discretionary. A council that pays allowances to elected members may choose not to include in its expenses and reimbursement policy provision for members to apply for an extension.

Issued under the authority of the Legislation Act 2019. Date of notification in *Gazette*: