

Ashburton District Council

AGENDA

Notice of Meeting:

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

Date: Wednesday 4 October 2023

Time: 1.00pm

Venue: Council Chamber

Membership

Mayor	Neil Brown
Deputy Mayor	Liz McMillan
Members	Leen Braam
	Carolyn Cameron
	Russell Ellis
	Phill Hooper
	Lynette Lovett
	Rob Mackle
	Tony Todd
	Richard Wilson

Meeting Timetable

Time	Item
1.00pm	Council meeting commences
1.10pm	Youth Council presentation
2.50pm	Welcome to new and long-serving staff

1 Apologies

2 Extraordinary Business

3 Declarations of Interest

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.

Minutes

4	Council – 20/09/23	3
5	Audit & Risk Committee – 13/09/23	7
6	Heritage Mid Canterbury Working Group – 13/09/23	9

Reports

7	Youth Council	Verbal
8	Plains Museum Trust Lease	15
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10	Mayor's report	47

Business Transacted with the Public Excluded

11	Council 20/09/23		PE 1
	<ul style="list-style-type: none"> • Settlement Steering Group 29/08/23 • Library & Civic Centre PCG 12/09/23 • Sale of Council land • CE annual performance review 	<ul style="list-style-type: none"> Section 7(2)(a) Protection privacy persons Section 7(2)(h) Commercial activities Section 7(2)(h) Commercial activities Section 7(2)(a) Protection privacy persons 	
	[Now in open meeting]		
	<ul style="list-style-type: none"> • Sale of Council land (Library site) • Ashburton Contracting Ltd Directors 		
12	Audit & Risk Committee 13/09/23	Section 7(2)(h) Commercial activities	PE 3
13	Community Grants Round 2	Section 7(2)(h) Commercial activities	PE 5
14	Contract ROAD0298	Section 7(2)(h) Commercial activities	PE 10
15	ACL Director Fees	Section 7(2)(h) Commercial activities	PE 18
16	People & Capability Annual Report	Section 7(2)(a) Protection privacy persons	PE 30
17	Lake Hood Management	Section 7(2)(h) Commercial activities	PE 41

4. Council Minutes – 20 September 2023

Minutes of the Council meeting held on Wednesday 20 September 2023, commencing at 1pm in the Council Chamber, 137 Havelock Street, Ashburton.

Present

His Worship the Mayor, Neil Brown; Deputy Mayor Liz McMillan; Councillors Leen Braam, Carolyn Cameron, Russell Ellis, Phill Hooper, Lynette Lovett, Rob Mackle, Tony Todd and Richard Wilson.

In attendance

Hamish Riach (Chief Executive), Toni Durham (GM Democracy & Engagement), Leanne Macdonald (GM Business Support), Neil McCann (GM Infrastructure & Open Spaces), Sarah Mosley (GM People & Facilities), Mark Low (Strategy & Policy Manager), Janice McKay (Communications Manager) and Phillipa Clark (Governance Team Leader).

Staff present for the duration of their reports: Mark Chamberlain (Roading Manager), Mark Low (Strategy & Policy Manager), Femke van der Valk (Policy Advisor), Emily Reed (Corporate Planner), Tania Paddock Legal Counsel), Erin Register (Finance Manager), Ian Hyde (Planning Manager), Renee Julius (Property Manager) and Michelle Hydes (Property Officer).

1 Apologies

Nil.

2 Extraordinary Business

Nil.

3 Declarations of Interest

Item 12 - Cr McMillan, as a member of the Alford Forest Reserve Board, will withdraw from debate.

Presentations

Key Research – 1.30pm-1.50pm

Sport Canterbury – 2.34pm-3.12pm

4 Confirmation of Minutes – 6/09/23

That the minutes of the Council meeting held on 6 September 2023, be taken as read and confirmed.

Cameron/Todd

Carried

5 Methven Community Board – 4/09/23

That Council receives the minutes of the Methven Community Board meeting held on 4 September 2023.

McMillan/Hooper

Carried

6 Ashburton Airport Authority Subcommittee – 24/08/23

That the Council receives the minutes of the Airport Authority Subcommittee meeting held on 24 August 2023.

Braam/Lovett

Carried

7 End of year Performance Report

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

Todd/Cameron

Carried

8 Local Alcohol Policy

1. **That** Council approves the draft Local Alcohol Policy for consultation from 27 September to 25 October 2023.

2. **That** Council adopts the Local Alcohol Policy consultation document.

Cameron/Todd

Carried

9 Annual Residents' Survey

Mike Hooker presented the Key Research results of the annual residents' survey.

That Council receives the 2022/23 Annual Residents' Survey report.

McMillan/Lovett

Carried

10 Canterbury Climate Partnership Plan

That Council endorse the strategic framework of the Canterbury Climate Partnership Plan for approval by the Mayoral Forum.

Ellis/Todd

Carried

11 Unsubsidised Projects 2023/24

1. **That** Council approves the following list of unsubsidised roading projects in 2023/24:

- Camrose Estates, Methven, cost share of Holmes Road and Barkers Road frontage upgrades - \$470,714
- Baring Square East coal tar removal - \$75,000
- Tinwald car park resurfacing - \$100,000
- Racecourse Road kerb and channel and footpath - \$185,000
- Mackie Street, Methven, footpath - \$60,000

2. **That** Council approves the following list of unsubsidised rural sealed road overlays in 2023/24:

- Ealing Montalto Road 0.990 km
- Ealing Montalto Road 0.990 km
- Lismore Mayfield Road 1.400 km
- Maronan Road 0.410 km

Braam/Todd

Carried

12 Road Naming – Alford Forest

Cr McMillan withdrew from the debate and decision.

That the unnamed vested road located between Alford Forest Settlement Road and Spoons Road, as shown on the plan attached to this report, be named Mt Alford Road.

Braam/Lovett

Carried

13 Carry-over of funding from 2022/23

In response to Council's concern at the high number of carry-overs, the Chief Executive advised that a number of significant projects are underway which will be completed. It's anticipated that all projects will be completed, but there will be pressure on the work programme.

The Mayor asked that officers provide a report to the budget round early next year showing what's likely to be achieved of these projects.

1. **That** Council approves the request to carry over the unspent funds from the 2022-2023 year into the 2023-2024 year, as detailed in this report.
2. **That** these carry-overs be funded as per their original funding.

Braam/McMillan Carried

14 **Transwaste Dividend 2023**

That Council receives the Transwaste dividends report.

McMillan/Cameron Carried

Sport Canterbury

Council welcomed Julyan Falloon (Chief Executive), Jason Merrett (General Manager), Alice Breading (Community Advisor) and Anna Holland (Healthy Active Learning Facilitator).

The presentation highlighted Sport Canterbury's involvement in supporting councils to develop strategies around play and recreation. The focus is on young people, where there's greater return on investment, and the Healthy, Active Learning Programme (funded from Sport Canterbury resources). Sport Canterbury is actively seeking to have the \$1.5m contestable fund increased, noting that around \$4m is applied for each year.

The Mayor took the opportunity to acknowledge the work of Jan Cochrane who recently retired from her role managing the Sport Canterbury activity in Ashburton.

Council adjourned for afternoon tea from 3.12pm until 3.30pm.

15 **Financial variance report**

That Council receives the financial variance report July 2023.

Cameron/Ellis Carried

16 **Mayor's Report**

- **RDR Management Ltd AGM**

That Council appoints the Deputy Mayor as proxy to vote on Council's behalf at the RDR Management Limited AGM on 17 October 2023, with the Chief Executive as the alternative representative.

Cameron/Todd Carried

That Council receives the Mayor's report.

Cameron/McMillan Carried

Business transacted with the public excluded – 3.43pm

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 No	General subject of each matter to be considered:	In accordance with Section 48(1) of the Act, the reason for passing this resolution in relation to each matter:

17	Council 6/09/23 <ul style="list-style-type: none"> Settlement Steering Group 29/08/23 Library & Civic Centre PCG 12/09/23 Sale of Council land CE annual performance review [Now in open meeting] <ul style="list-style-type: none"> Sale of library site ACL Director appointments 	Section 7(2)(a) Section 7(2)(h) Section 7(2)(h) Section 7(2)(a)	Protection of privacy natural persons Commercial activities Commercial activities Protection of privacy natural persons
18	Airport Subcommittee	Section 7(2)(h)	Commercial activities
19	Settlement Steering Group	Section 7(2)(a)	Protection of privacy natural persons
20	Library & Civic Centre PCG 12/09/23	Section 7(2)(h)	Commercial activities
21	Sale of Council land	Section 7(2)(h)	Commercial activities
22	ACL Director Appointments	Section 7(2)(a)	Protection of privacy natural persons
23	CE Annual Performance Agreement	Section 7(2)(a)	Protection of privacy natural persons

Braam/Todd

Carried

Business transacted with the public excluded now in open meeting

- Sale of Council land – Library site**

- That** Council resolves that from the date the Council’s library opens in Te Whare Whakaterere, the land contained within the current Ashburton Library site in Record of Title CB47A/1217 (“the Land”) will be surplus to Council requirements as it will no longer be required for the current library use nor for any other public work in accordance with section 40(1) of the Public Works Act 1981.
- That** Council agrees to put the Ashburton Library site (as contained in Records of Title CB47A/1217 and CB47A/1218) on the market for sale by deadline sale on an ‘as is, where is’ basis. Following the deadline sale, officers are to bring a further report to Council for a decision on any offers received.

Ellis/McMillan

Carried

- Ashburton Contracting Ltd Director Appointments**

- That** Council appoints Craig Stewart as a director of Ashburton Contracting Limited for a three-year term expiring at the Ashburton Contracting Limited AGM in October 2026.
- That** Council reappoints Alister Lilley as Chairman of Ashburton Contracting for a further three-year term expiring at the Ashburton Contracting Limited AGM in October 2026.

Todd/Wilson

Carried

The meeting concluded at 4.54pm.

Confirmed 4 October 2023

MAYOR

5. *Audit & Risk Committee – 13/09/23*

Minutes of the Audit & Risk Committee meeting held on Wednesday 13 September 2023, commencing at 1.00pm, in the Council Chamber, 137 Havelock Street, Ashburton.

Present

Mayor Neil Brown; Councillors Russell Ellis (Chair), Leen Braam, Carolyn Cameron, Liz McMillan, Richard Wilson and Murray Harrington (via MS Teams).

Also present:

Councillors Phill Hooper, Lynette Lovett, Rob Mackle and Tony Todd.

In attendance

Hamish Riach (CE), Leanne Macdonald (GM Business Support), Jane Donaldson (GM Compliance & Development), Sarah Mosley (GM People & Facilities - via MS Teams), and Carol McAtamney (Governance Support).

Staff present for the duration of their reports: Erin Register (Finance Manager), Richard Wood (Sport & Recreation Manager), Katie Perry (People & Capability Manager) and Julie Crahay (Safety & Wellness Lead).

1 Apologies

Nil.

2 Extraordinary Business

Nil.

3 Declarations of Interest

Nil.

4 Confirmation of Minutes – 2/8/23

That the minutes of the Audit & Risk Committee meeting held on 2 August 2023, be taken as read and confirmed.

Harrington/Wilson

Carried

5 Riskpool progress update

A letter is to be written to Riskpool to ascertain how long new claims can be keep being lodged to gain some understanding of future liability for the Council.

Recommendation to Council

That the Audit and Risk Committee recommends that Council receives the updates from Riskpool on the progress of winding up and is aware of their ongoing liability.

McMillan/Cameron

Carried

6 EA Networks Centre income and expenditure

The June and July 2023 income and expenditure reports were received and discussed.

Business transacted with the public excluded – 1.09pm

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 No	General subject of each matter to be considered:	In accordance with Section 48(1) of the Act, the reason for passing this resolution in relation to each matter:	
8	Audit & Risk Committee minutes	Section 7(2)(a)	Protection of privacy of natural persons
9	EANC Proposal	Section 7(2)(a)	Protection of privacy of natural persons
10	EANC Membership	Section 7(2)(h)	Commercial activities
11	Health & Safety	Section 7(2)(a)	Protection of privacy of natural persons

Mayor/Wilson

Carried

The meeting concluded at 2.24pm.

6. Heritage Mid Canterbury Working Group

Minutes of the Heritage Mid Canterbury Working Group meeting held on Wednesday 13 September 2023, commencing at 3.30pm, in the Council Chamber, 137 Havelock Street, Ashburton.

Present:

Crs Carolyn Cameron (Chair) and Tony Todd; David Stewart, Glenn Vallender and Julie Luxton.

In attendance:

Sarah Mosley (GM People & Facilities), Danielle Campbell (AAGM Deputy Director), Connor Lysaght (Archivist) and Phillipa Clark (Governance Team Leader).

1 Apologies

Nil

2 Extraordinary Business

Ng King Chinese Settlement Gardens – funding request

3 Minutes

That the minutes of the Heritage Mid Canterbury Working Group meeting held on 23 March 2023 be taken as read and confirmed.

Glenn/David

Carried

4 Updates / discussion

• Interpretation panels

The frame for the new Turton panel is installed. Agreed changes were made to the design and the panel has a QR code.

It was agreed that it would be useful to have the story of the Turton panel included in Council's communications (e.g. Council Briefs). The Working Group will keep the Comms team informed of other heritage stories that could be shared in a similar way.

Officers' suggestions for other panels were noted. Connor advised that panels in the Ashburton Domain would identify sites of the old skating rink, grandstand and band rotunda, as well as the water wheel and sports grounds. The Southern Cross Glassworks, Pioneer Park and Tinwald Domain are other potential sites.

Julie advised that Historic Places Mid Canterbury are working on an interpretation panel for the site of the former Fairfield Freezing Works.

It was agreed to continue discussion on the interpretation panels and pursue the specific locations for the Domain.

Officers will also follow up a request to have the CBD plaques cleaned.

- **Time capsule**

193 responses were received to the “What do you like about Ashburton” survey which is fewer than anticipated.

Connor is compiling this information for inclusion in the time capsule. The Working Group discussed the merits of capturing the response themes that could potentially be used in other types of display (e.g. a collage).

- **Rail overbridge**

The Working Group is concerned that the bridge is continuing to deteriorate.

It was noted that Council has explored the possibility of Rail Heritage Trust funding. An update will be sought from Council’s Roading Manager and provided at the next meeting.

- **Granite ground plaques**

Sarah reported that Officers have some concerns about the placement of granite plaques in the ground – i.e. potential slip hazard if included in the new streetscape and paving has to be removed, and the implications for mowing and creating a trip hazard if plaques are placed along The Green.

David tabled a sample of the graphic and writing that could be applied to a plaque (based on a Dunedin example). The sample depicted the former Nicholl Bros. / Stewart & Holland building on Burnett Street. He has had a good response from the businesses he approached with the majority saying they would be happy to fund a plaque.

The Working Group agreed it would be useful to invite expressions of interest from the business owners identified by David to formalise this.

Cr Cameron and David will meet with the Open Spaces Manager, Ian Soper, to see whether officers’ concerns can be mitigated, or whether alternative options for displaying the plaques need to be considered.

- **Heritage walking trail**

Julie tabled a pamphlet (in draft format) which sets out the walking trail sites of interest. The intention is to have two pamphlets, with maps for both the eastern and western sides of town.

Sarah advised that Council could provide some in-house support with design work and printing. Julie and Sarah will liaise to finalise content and design. It’s envisaged that a small number of pamphlets would be printed initially.

- **Budget**

It was noted that there is an \$8,000 activity budget in the current year. The Working Group’s expenditure will be recorded in Council minutes.

- **Cultural heritage**

To ensure that panels are not only reflecting European sites, Danielle suggested approaching Te Rūnunga Arowhenua to see whether they are interested in any sites of significance being interpreted in some way, with Heritage Working Group assistance. Officers will follow this up.

5 **Potential projects with historical significance**

- **Wakanui Beach**

Suggesting relocation of the concrete foundations used for the radar installation at Wakanui Beach in 1947-48. The Ashburton Aviation Museum have indicated they would house what is a significant part of national and international history – the only remaining evidence of this war time activity. There’s some urgency as it’s unlikely the remains will last beyond the next two years due to sea encroachment.

The Working Group agreed it would be useful if Glenn could obtain advice from Heritage NZ on whether relocation is an option, noting that the site may have as much historical significance as the structure.

- **1914 Chertsey oil well site**

Suggesting an interpretation panel to recognise this site which is the only unplugged oil well that still has the remains of the building foundations and the well hole still visible.

The Working Group supported the proposal and, as the site is on private property, asked that there be communication with the owners before any activity is undertaken.

- **Pudding Hill water race intake**

The Working Group supported the proposal to provide an interpretation panel to reflect that this is a site of the earliest provision of water on the Plains.

Sarah advised that it's also a site that has been significantly damaged from flooding.

The Chair undertook to discuss the options and feasibility of this project with Neil McCann, GM Infrastructure & Open Spaces.

The Working Group agreed that the sites need to be included in the Council's Heritage Listings (District Plan) and recalled that a review of listings is due. It was noted that the Pudding Hill intake is already included as a heritage site in the Plan.

In addition to the three proposals, Glenn suggested that consideration be given to the geopreservation sites throughout the district (approximately 40) which require protection. Council's Planning Manager will be invited to attend the next meeting to provide an update on the review of the district's heritage site listings.

Recommendation to Council

That Council considers the potential for the Wakanui Beach and 1914 Chertsey oil well sites to be included in the District Plan heritage listing review.

Glenn/Carolyn

Carried

Extraordinary business

Ng King Bros. Chinese Market Garden Settlement

Danielle provided an update following a meeting last week with Council's Heritage Consultant and Ng King family members.

The project is almost complete and an opening day is planned for February, in conjunction with the Chinese New Year.

The Working Group was asked to consider the possibility of funding the interpretation panel that will be located at the site. The family are also looking to have a commemorative memorial stone and plaque.

While final costs are not yet known, it was agreed that it would be appropriate to provide some funding to assist the Ng King family with their plans to install the site memorial.

Recommendation to Council

That the Heritage Mid Canterbury Working Group recommends funding the Ng King Bros. Chinese Market Garden Settlement up to \$2,500 from the heritage activity budget.

Carolyn/Dave

Carried

6 Terms of Reference

It was noted that Glenn's replacement will be notified by the Ashburton Museum & Historical Society in due course.

The draft Terms of Reference are appended.

Recommendation to Council

That Council adopts the Heritage Mid Canterbury Working Group terms of reference.

Glenn/Tony

Carried

7 Next meeting

Scheduled for Wednesday 29 November 2023.

The meeting concluded at 5.13pm.

Heritage Mid Canterbury Working Group DRAFT Terms of Reference

Purpose and Scope

The purpose of the Heritage Mid Canterbury Working Group is to promote the history and heritage of the Ashburton district and to strengthen the community's feeling of being connected to Ashburton's past. This relates to Council's community outcome of '*a district of great spaces and places*'.

The Working Group's activities will align with Council's strategies, plans, policies and bylaws. Access to the archival collections of the Ashburton Museum & Historical Society Inc (AM&HS), which are held on the premises of the Ashburton Museum, will be in accordance with the current Agreement between the AM&HS and the Ashburton District Council (ADC). Any and all imagery / text used will be moderated so as to not breach the Copyright Act 1994 (by strict use of only materials owned by ADC and the AM&HS).

Projects identified by the Working Group will have clear funding requirements, including the potential for external funding. Council's approval will be subject to budget availability that is aligned to annual work programmes.

Membership

Membership of the Working Group comprises:

- Cr Carolyn Cameron (Chair)
- Cr Tony Todd
- Mayor Neil Brown (ex officio)
- Historic Places Mid Canterbury (Julie Luxton)
- Ashburton Museum & Historical Society (TBC)
- Community representative (David Stewart)

The quorum for the Working Group is three members, one of whom shall be an elected member.

External engagement

The Working Group may seek approval from Council to engage with representatives of other heritage groups, iwi or organisations in an advisory capacity.

Meeting Frequency

The Heritage Mid Canterbury Working Group will meet quarterly.

Working Group members shall be given not less than 5 working days' notice of meetings.

Projects

The Heritage Mid Canterbury Working Group has responsibility for identifying projects that will promote the history and heritage of the Ashburton district. If Council approves a project, the Working Group will be involved in the implementation of the project.

Council officers will provide updates on work programme progress, the level of expenditure against budget, and health and safety regulation compliance.

Budget

The 2023-2024 year has \$8,000 budgeted for working group projects.

Reporting

The Heritage Mid Canterbury Working Group will report to Council.

Meeting Management

Technical advice and support will be provided by the GM People & Facilities or appointee. Administrative support will be provided by the Governance Team.

Date Adopted:

[4 October 2023 \(Council\)](#)

7. *Plains Museum Trust Lease*

Author *Tania Paddock; Legal Counsel*
Executive Team Member *Toni Durhan; GM Democracy & Engagement*

Summary

- The purpose of this report is seek Council approval for the granting of a long term lease to the Plain Museum Trust.

Recommendation

1. **That** Council approves the granting of a Deed of Lease under section 54(1) of the Reserves Act 1977 to the Plains Museum Trust for part of the Tinwald Domain (as contained within all or part of Reserve 41245, Part Rural Section 41347 and Rural Section 39930) for a term of 10 years, plus two rights of renewal of 10 years each.

Attachment

Appendix 1 Site plan
Appendix 2 Deed of Lease

Background

Plains Museum Trust

1. The Plains Museum Trust (“PMT”) was formed by Council in July 2014. The predominant purpose for setting up PMT was to enable PMT to be the facilitator of the various users on the Plains historic site on the Tinwald Domain and for PMT to hold the head lease for the site.
2. PMT reports to the Tinwald Reserve Board about the work undertaken, issues and future plans for the Plains precinct.
3. The objectives of the Plains Museum Trust are set out in its Trust Deed as follows:
 - a. To develop the Plains historic precinct as a venue for heritage and craft organisations of Ashburton and the surrounding district to locate their operations on a long-term basis;
 - b. To develop a place where a collaborative approach is used by all parties to promote the preservation of heritage items and craft skills;
 - c. To encourage the active involvement of individuals and organisations in the preservation, restoration, and acquisition of historic objects, machinery, and attractions in the Ashburton District;
 - d. To share knowledge, skills, and resources to increase opportunities for people in the local community to participate in the activities of participating organisations; and
 - e. To undertake any further activities that are incidental to the above objectives.
4. To give effect to the above objectives, the Trust Deed provides the Plains Museum Trust can:
 - a. Hold a head lease for the area of the Tinwald Reserve being used for the Plains Museum precinct;
 - b. To undertake such sub-leasing arrangements as considered appropriate by the Trust, the Tinwald Reserve Board and Council, with all groups and organisations to be located within the Plains Museum precinct; and
 - c. To be responsible for the ongoing development, maintenance and operation of all common areas within the precinct.
5. There are six trustees appointed to the Trust:
 - a. Two community members appointed by the Ashburton District Council and are appointed after each Local Government election;

- b. One member appointed by the Ashburton Railway and Preservation Society;
 - c. Two members from other participating organisations; and
 - d. One member appointed by the Tinwald Reserve Board.
6. Despite the Trust having been established in 2014 and it being provided for in the Trust Deed, the Trust has not had a formal lease in place from Council for the Plains precinct area. The purpose of this report is to seek Council approval for the entering into of a lease between PMT and Council.

Tinwald Domain

7. The Tinwald Domain is reserve land vested in the Ashburton District Council in trust for recreation purposes. The Tinwald Reserve Board are responsible for managing the Tinwald Domain on behalf of Council. Due to the reserve status of the Tinwald Domain, Council and the Reserve Board must act in accordance with the requirements of the Reserves Act 1977 (“Reserves Act”).
8. There are a number of different users of the Domain, including this Plains historic precinct, the Ashburton Holiday Park and sports users.

Deed of Lease

9. The Reserves Act places restrictions on the types of activities that can be undertaken on a recreation reserve, with activity predominantly to be linked to a ‘recreation’ type purpose. The Act also places constraints on the types of leases that be granted and the length of such leases.
10. The proposed lease falls within the types of activities that are considered appropriate to be undertaken on recreation reserve land (section 54 of the Reserves Act). Further, the Tinwald Domain Reserve Management Plan¹ anticipates that the Plains historic village and associated users will continue to occupy the Domain.
11. The Reserve Board does not have delegation under its Constitution to grant long term leases. Therefore, Council (on behalf of the Reserve Board) will grant this lease, subject to obtaining Council approval. Council, as administering authority for the Tinwald Domain, has delegated authority from the Minister of Conservation to grant leases over recreation reserve land under section 54(1) of the Act (by way of delegation dated 1 July 2013).
12. PMT will hold the head lease for Plains historic area. PMT hold sub-licence arrangements with each of the various users within the Plains historic area.

¹ [Tinwald Reserve Management Plan](#)

13. The key terms of the proposed PMT head lease are:
- a. Term: 10 year initial term, with two rights of renewal of 10 years each.
 - b. Rental: \$1 if demanded.
 - c. Rent Reviews: The rental has been set in recognition of the community nature and community benefit of the lease, as well as the lessee's (and sublessees) investment in and occupation of the leased premises for the benefit of the community. If Council considers PMT is no longer occupying and using the premises for such community purposes, then Council can undertake a rent review at the rent review dates (which are annually on the anniversary of the commencement date of the lease).
 - d. Lease area: The area outlined red on the plan contained in **Appendix 1** to this report.
 - e. Outgoings: PMT is responsible for outgoings (which are largely on-charged, or met by occupiers).
 - f. Maintenance: PMT and the occupiers (as relevant) are responsible for building and grounds maintenance. Council however assists with mowing the grounds.
 - g. Expiry of Lease: At the lease expiry (or if PMT does not wish to renew), the parties shall, in good faith, discuss and agree what shall happen to the buildings and improvements in the leased area. If no agreement can be reached, the parties must go through the disputes resolution process in the lease.
14. A full copy of the lease is contained in **Appendix 2**.
15. PMT and Council officers have discussed the lease terms at length, with valuable input provided by PMT and the user groups in order to achieve a lease that will work for all parties. The parties now consider the lease contained in **Appendix 2** to be final. Further, the Reserve Board approved the form of lease at its August 2023 meeting.

Options analysis

Option one – Approve the granting of the Deed of Lease to PMT on the lease terms provided in Appendix 2 (recommended option)

16. Under this option, Council approves the granting of the lease to PMT on the lease terms discussed earlier in this report and contained in **Appendix 2**.

<p>Advantages:</p> <ul style="list-style-type: none"> - The Plains historic area is a significant attraction for the district with its variety of occupiers. Granting a long-term lease to PMT therefore gives PMT and the users certainty as to their continued occupation of the leased area. - This option will ensure PMT and Council/Reserve Board have adequate lease arrangements in place for the site. - This option is consistent with one of PMT’s purposes as set out in its Trust Deed, as PMT was set up by Council to hold the head lease for this site. 	<p>Disadvantages:</p> <ul style="list-style-type: none"> - Granting a long-term lease ties up the use of the Tinwald Domain. The Reserve Management Plan does however anticipate this use will continue on the Domain.
<p>Risks: None identified.</p>	

Option two – Do not approve the granting of the lease to PMT (status quo)

17. Under this option, Council would not grant PMT a lease.

<p>Advantages:</p> <ul style="list-style-type: none"> - None identified. 	<p>Disadvantages:</p> <ul style="list-style-type: none"> - There are already various buildings and improvements on the proposed lease area. Without a lease, Council and the Reserve Board have no clear rules or controls over the use of the land by these occupiers. - This option would not give the occupiers any certainty, as PMT would have no legal rights to occupy the land.
<p>Risks: Having no head lease for the site would not be consistent with the Reserves Act, as occupation by users should be formalised in a lease.</p>	

Legal/policy implications

Reserves Act 1977

18. Council has delegated authority from the Minister of Conservation under section 54(1) of the Reserves Act to grant leases over recreation reserve land. This includes leases for buildings associated with and necessary for the use of the reserve for sports and other recreational activities. This delegated authority is relied on for the purposes of granting the proposed lease.

19. Section 54(2) of the Reserves Act requires Council to issue public notice of the proposed lease prior to granting the lease and to consider any objections to the granting of the lease. However, section 54(2A) further provides that no public notice is required if the proposed lease is “*in conformity with and contemplated by the approved management plan for the reserve*”.

Tinwald Domain Reserve Management Plan

20. The Tinwald Domain Reserve Management Plan was created under section 41 of the Reserves Act. The Management Plan ensures the use, enjoyment, maintenance, protection, and preservation of the Domain as a recreation reserve.
21. Objective 4 of the Management Plan requires the permanent and casual users of the Tinwald Domain to pay a “fair share” contribution to maintenance and development of the Tinwald Domain. This “fair share” is to be captured through appropriate lease arrangements.
22. The Management Plan also requires leases to be granted where users gain a special benefit that is not available to other reserve users, for example, for the occupation of buildings. Further, the Management Plan requires any lease must not unreasonably impede or restrict public access to the Domain and associated facilities or be seen as a detriment to rights of the public.
23. The Plains historic village is referenced throughout the Management Plan as a current and future occupier of the Domain. Officers therefore consider the proposed lease is in conformity and contemplated by the Management Plan. Therefore, in accordance with section 54(2A) of the Act, Council is not required to give public notice of the proposed lease under section 54(2).

Climate change

24. There is no obvious link between the content of this report and climate change factors.

Strategic alignment

25. The recommendation relates to Council’s community outcome of a ‘*district of great spaces and places*’ because the granting of the lease will enable the legal occupation of the site to be formalised and enables continued operation of the historic site for the benefit of users and the wider community.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic		
Environmental		
Cultural		

Social	✓	Granting the Deed of Lease enables the use of a site which is a significant asset for the community.
--------	---	--

Financial implications

Requirement	Explanation
What is the cost?	There is no cost to granting the lease, other than officer time in preparing and negotiating the lease.
Is there budget available in LTP / AP?	Yes
Where is the funding coming from?	Officer's time is covered within existing budgets.
Are there any future budget implications?	No
Reviewed by Finance	Leanne Macdonald, Group Manager – Business Support

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	2. Comment – informal two-way communication
Rationale for selecting level of engagement	No public notice of this proposed lease is required under section 54(2) of the Reserves Act, as the lease is anticipated by the Tinwald Domain Reserve Management Plan. However, officers have consulted with both PMT and the Reserve Board in preparing the terms of this lease.
Reviewed by Strategy & Policy	Toni Durham; GM Democracy & Engagement

Appendix 1 – Site plan



Between

ASHBURTON DISTRICT COUNCIL

and

TRUSTEES OF THE PLAINS MUSEUM TRUST

DEED OF LEASE – TINWALD DOMAIN

DEED OF LEASE dated the

day of

2023

PARTIES

- (1) **ASHBURTON DISTRICT COUNCIL, ON BEHALF OF THE TINWALD RESERVE BOARD** ("Lessor")
- (2) **TRUSTEES OF THE PLAINS MUSEUM TRUST** ("Lessee")

BACKGROUND

- A. The Lessor is the administering body of the Tinwald Domain, which is a Recreation Reserve ("Reserve") under the Reserves Act 1977.
- B. The Lessor, on behalf of the Tinwald Reserve Board ("Reserve Board"), has agreed to lease, and the Lessee has agreed to take on a lease, of that part of the Reserve as shown outlined in red on the plan attached to this Lease as Schedule Two ("Premises").

TERMS OF LEASE

1. INTERPRETATION

1.1 In this Lease:

- (a) "Authority" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use.
- (b) "Lease" means this Deed of Lease including Schedules One to Three.
- (c) "Lessor" and "Lessee" means where appropriate the executors, administrators, successors and permitted assignees of the Lessor and the Lessee.
- (d) "Occupier" means any party who occupies part of the Premises under the Licence to Occupy arrangement with the Lessee.
- (e) "Policy" means any policy implemented by Ashburton District Council that sets, recommends or guides the setting of property and land rentals on land owned or administered by the Lessor.
- (f) "Working Day" means a day of the week other than a recognised New Zealand public holiday, Canterbury Anniversary Day, or a day in the period commencing with 25 December and 2 January in the following year.
- (g) Whenever words appear in this Lease that also appear in Schedule One then those words shall mean and include the details supplied after them in Schedule One.
- (h) References to clauses and schedules are references to clauses and schedules of this Lease.

- (i) Reference to any statute, regulation, ordinance, or bylaw will be deemed to extend to all statutes, regulations, ordinances, or bylaws amending, consolidating or replacing the same.

2. GRANT OF LEASE

- 2.1 The Lessor leases to the Lessee, and the Lessee accepts the lease of the Premises, for the Term commencing on the Commencement Date and ending on the Expiry Date, subject to the terms and conditions in this Lease.

3. USE OF PREMISES

- 3.1 The Lessee shall only use the Premises for the Permitted Use.
- 3.2 The Lessee will be in default of its obligations under this Lease if the Lessor reasonably forms the opinion that the Premises are not being used in accordance with the Permitted Use.
- 3.3 The Lessee may use the Premises for a use or activity other than the Permitted Use but only with the Lessor's prior written consent. The Lessor must not withhold the Lessor's consent for any proposed use:
 - (a) for which the Premises are reasonably suitable; and
 - (b) which complies with all Authorities' requirements.

4. RIGHTS OF RENEWAL

- 4.1 This Lease shall automatically renew on the Expiry Date and the renewed Expiry Date, unless:
 - (a) The Lessee has given the Lessor written notice at any time prior to the Expiry Date or the renewed Expiry Date, that the Lessee does not want the Lease to renew; or
 - (b) The Lessor has given the Lessee at least two month's written notice prior to the Expiry Date or the renewed Expiry Date, that the Lease will end on expiry because the Lessor requires the Premises for any reason.
- 4.2 The renewed lease will be on the same terms as this Deed but will exclude this present term for renewal unless further Rights of Renewal are specified in the Schedule One. If so, the renewed lease will contain rights to renew for those further Renewal Term(s) to the same effect as clause 4.1. The renewed term must never expire later than the Final Expiry Date.
- 4.3 Any renewal of this Lease shall be recorded in a Deed.

5. PAYMENTS

5.1 Payment of Rent

The Lessee shall pay the Rent on the Rent Payment Dates. All rent shall be paid

without any deductions by direct payment to the Lessor, or as the Lessor may direct.

5.2 Rent Review

- (a) The Lessor has set the Rent at the Commencement Date in recognition of the community nature and community benefit of this Lease, as well as the Lessee's (and sublessees) investment in and occupation of the Premises for the benefit of the community.
- (b) The Lessor may undertake a rent review at the Rent Review Date, if, in the Lessor's opinion, the Lessee is no longer occupying and using the Premises solely in accordance with the Lessor's expectations in clause 5.2(a). The rent shall then be reviewed in accordance with the following process:
 - (i) The Lessor can at any time up to the date that is three (3) months before the Rent Review Date give written notice to the Lessee specifying the new Rent as at the Rent Review Date.
 - (ii) If the Lessee disputes the proposed new Rent, it shall provide written notice of this dispute to the Lessor within 20 Working Days after receiving the Lessor's notice.
 - (iii) The Lessee will be deemed to have accepted the new Rent specified in the Lessor's notice, if the Lessee fails to give the notice under clause 5.2(a)(ii) within the timeframe specified in this sub-clause.
 - (iv) If the Lessee disputes the proposed Rent by giving the notice required under clause 5.2(a)(ii), the parties shall try agree on the Rent within 10 Working Days of receipt of the Lessee's notice. If no agreement can be reached between the parties, the Rent shall be set as follows:
 - A. Each party shall appoint a registered valuer, at their own costs. They shall give written notice of the appointment to the other party within 10 Working Days of the parties failing to reach agreement on the Rent;
 - B. If the party receiving a notice does not appoint a valuer within the 10 Working Day period, then the valuer appointed by the other party will decide the Rent. The valuer's decision will be binding on both parties;
 - C. As soon as the two valuers are appointed, they must appoint an umpire. The umpire shall also be a registered valuer. The umpire's costs shall be shared equally between the parties;
 - D. The two valuers will then decide the Rent for the Premises. If the valuers fail to agree on the Rent within one month of the date of appointment of the last valuer, the Rent shall be decided by the appointed umpire;
 - E. The umpire or the valuers will give written notice of their decision to the parties as soon as practicable after the decision is

made. The Rent specified on the notice will be binding on the parties; and

- F. While the process in clause 5.2(a)(iv) is being undertaken, the Lessee must continue to pay the current Rent, pending agreement or determination of the new Rent.
- (c) Any increase in Rent shall be effective as from the Rent Review Date and the Lessee shall promptly (and in any event within one (1) month) pay the Lessor any shortfall owing as a result of the new Rent agreement or determination.
- (d) Notwithstanding any other provision in this clause 5.2, the new Rent as from the Rent Review Date shall not be less than the Rent payable as at the Commencement Date.
- (e) The Lessor may require the rent review undertaken in accordance with this clause 5.2 to be recorded in a Deed, which shall form part of and be read as if part of this principal Lease.

5.3 Outgoings

- (a) Where required, the Lessee must pay all outgoings on demand in respect to the Lessee's use of the Premises including:
 - (i) Rates.
 - (ii) All charges for gas, electricity, telecommunications and any other utilities or services for the Premises.
 - (iii) Fire and Emergency New Zealand charges for all fire detection and fire fighting equipment and related maintenance for the Premises.
 - (iv) Service contract charges for air conditioning, other building services and security services.
 - (v) Insurance premiums (clause 12).
- (b) Where any outgoing is not separately assessed or levied in respect of the Premises, then the Lessee shall pay such fair proportion as specified by the Lessor (acting reasonably).
- (c) The Lessor may, from time to time, vary the proportion of any outgoing payable to ensure the Lessee pays a fair proportion of the outgoing.
- (d) The Lessee's liability to pay outgoings incurred during the Term shall subsist notwithstanding the end or earlier termination of the Term.

5.4 Goods and Services Tax

- (a) The Lessee shall pay all Goods and Services Tax on the Rent and outgoings paid by the Lessee under this Lease either to the Lessor, or as the Lessor directs.
- (b) If the Lessee is in default on payment of its Rent or outgoings payable under this

Lease, and the Lessor becomes liable to pay additional Goods and Services Tax, then the Lessee shall on demand pay to the Lessor the additional tax.

5.5 **Costs**

Unless otherwise specified in this Lease, each party shall meet its own legal costs and other expenses for the preparation, variation or renewal of this Lease.

6. **REPAIRS AND MAINTENANCE**

6.1 **Lessee's obligations: Maintenance of Buildings / Improvements**

(a) The Lessee must, to the Lessor's satisfaction and to the extent practical and cost effective given the historic nature and age of the buildings and improvements on the Premises, ensure any Occupiers of the Premises:

(i) Keep and maintain the any buildings and improvements in good, clean, and substantial order, repair and safe condition, including repairing or replacing as necessary any windows, doors, glazing, light fittings, light bulbs, carpets and floor coverings.

(ii) Maintain and repair any sewerage, water, power or telecommunications infrastructure that falls within the buildings and Premises.

6.2 **Lessee's obligations: Maintenance of Premises**

(a) The Lessee and/or the Occupiers shall maintain the grounds and surrounds of the Premises.

(b) The Lessee may with the prior written consent of the Lessor plant new trees on the Premises in places approved by the Lessor. The Lessee must not remove any tree without the Lessor's prior written consent.

6.3 **Lessor's right of inspection**

The Lessor and the Lessor's employees, contractors and invitees may at all reasonable times, and upon giving the Lessee reasonable prior notice, enter upon the Premises to view its condition.

6.4 **Lessor may repair**

If default shall be made by the Lessee in the due and punctual compliance with any repair notice given by the Lessor pursuant to this Lease, or if any repairs for which the Lessee is responsible are required to be undertaken as a matter of urgency, then without prejudice to the Lessor's other rights and remedies expressed or implied, the Lessor, or the Lessor's employees and contractors, with all necessary equipment and material at all reasonable times, enter upon the Premises to execute such works. Any moneys expended by the Lessor in executing such works shall be payable by the Lessee to the Lessor upon demand.

6.5 **Access for repairs**

The Lessee shall permit the Lessor and the Lessor's employees and contractors at all

reasonable times to enter the Premises to carry out repairs to the Premises and to install, inspect, repair, renew or replace any services which are not the responsibility of the Lessee. Any such repairs, inspections and work is to be carried out with the least possible inconvenience to the Lessee.

7. LESSEE'S RULES

7.1 The Lessee will work collaboratively and constructively with all Occupiers if the Lessee wishes to introduce rules for the management and control of the Premises and for the conduct of persons using the Premises. Any such rules must not be inconsistent with the terms of this Lease, the terms of any Occupier's sub-licence, the provisions of the Reserves Act 1977 and any management plan for the Tinwald Domain prepared under section 41 of the Reserves Act 1977.

8. CONDUCT ON THE PREMISES

8.1 The Lessee must:

- (a) Not use the Premises so as to cause a nuisance of unjustifiable annoyance to the Lessor or the other occupants of the Premises or any property in the vicinity of the Premises;
- (b) Not contaminate the Premises. The Lessee shall undertake all works necessary to remove any contamination of the Premises other than contamination not caused by the Lessee or which took place prior to the Commencement Date of Lease. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
- (c) Comply with all acts, bylaws, regulations, Lessor's policies, rules and requisitions relating to the Premises, including the Building Act 2004, Resource Management Act 1991 (and any substituted or replacement legislation) and the Management Plan (if any) as they affect the Premises.

9. LIQUOR

9.1 The Lessee must not apply for a liquor licence, or renew or vary any liquor licence for the Premises or any part of the Premises, without first obtaining the consent in writing of the Lessor in its capacity as administering body of the Reserve, in addition to any approval required from Ashburton District Council acting in its regulatory capacity.

10. BUILDINGS AND IMPROVEMENTS

10.1 The Lessee shall not build any buildings or improvements, make any structural or other significant alterations to any buildings or improvements comprising part of the Premises without the Lessor's prior written consent (which may be satisfied by obtaining consent from the Tinwald Reserve Board). Any consideration of buildings or improvements must take into account the restrictions on erecting buildings or structures on reserve land under the Reserves Act 1977.

10.2 The Lessee, when undertaking any "building work" on the Premises (as that term is defined in the Building Act 2004), shall:

- (a) Complete such building works in a proper and workmanlike manner and strictly in accordance with the plans and specifications that have been approved by the Lessor in accordance with clause 10.1 above and within such timeframes as reasonably required by the Lessor;
- (b) During the construction of the building work, the Lessee must maintain, in the joint names of the Lessor and the Lessee for their respective interests, builders' risk and public liability insurance for amounts approved by the Lessor and will provide the Lessor with a copy. All building work shall be undertaken at the sole risk of the Lessee; and
- (c) Comply with all statutory requirements, including the obtaining of building consents, code compliance certificates and resource consents, and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.

10.3 Approval of the Lessor under clause 10.1 will not be deemed to be approval of, or otherwise affect, the Ashburton District Council's duties as a regulator as to those statutory consent requirements.

11. SIGNS

- 11.1 Any signs, notices or advertising material erected by the Lessee must comply with the relevant laws, bylaws, the District Plan and have the necessary regulatory approvals.
- 11.2 The Lessor may require any approved signs not authorised in accordance with clause 11.1 to be removed. The Lessee must remove any signs and make good any damage caused within 10 Working Days of receiving a request from the Lessor.

12. INSURANCE AND INDEMNITY

12.1 Buildings and Improvements

Where applicable, the Lessee shall insure the buildings and improvements on the Premises that it owns, including all professional and consent fees and costs of demolition, site clearance and for any works required by statute. If the Lessee holds such insurance, the Lessee shall supply the Lessor with a copy of its insurance policy.

12.2 Public Liability

The Lessee must ensure any Occupiers of the Premises hold a policy of public liability insurance where required under the Occupier's sublicence.

12.3 Insurance Policies

If requested, the Lessee must direct Occupiers to provide the Lessor with a copy of all insurance policies effected pursuant to clauses 12.1 and 12.2 as the Lessor may from time to time reasonably require.

12.4 Lessee not to Void Insurances

The Lessee or the Occupiers shall not knowingly do anything, or knowingly permit anything to be done, which may render void or voidable or less effective any policy of insurance effected in respect of the Premises.

12.5 Lessee to occupy Premises at own risk

The Lessee acknowledges and agrees to occupy and use, and direct the Occupiers to occupy and use, the Premises entirely at the Lessee's and Occupier's risk in every respect and releases, to the full extent permitted by law, the Lessor and the Lessor's employees, contractors, operators and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person, motor vehicle or property in, on or about the Premises, except in respect of any claims, demands or liability arising from any negligent act or omission (or breach of this Lease) by the Lessor or its employees, contractors, operators and agents.

12.6 Indemnity by Lessee

The Lessee indemnifies the Lessor against:

- (a) All damage to:
 - (i) the Premises; and
 - (ii) the Lessor's property, including the Reserve; and
- (b) all loss or claims of any kind sustained or received by the Lessor; and
- (c) any fire which may be caused by the Lessee or by any Occupier, agent, employee, or invitee of the Lessee on the Premises or any other area in the vicinity of the Premises.

13. REMOVAL, DAMAGE OR DESTRUCTION

13.1 The Lessee may not demolish or remove any Building or Improvement on the Premises without first obtaining the Lessor's written consent.

13.2 Unless clause 13.3 applies, where any Lessee or Occupier building or improvements, or the Premises are damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity, then the Lessee or any Occupier (where relevant) is liable for the cost of making good that damage.

13.3 Where any damage or destruction occurs to the Lessor's buildings or improvements, the Lessor (in its sole discretion) shall determine whether or not to repair, replace or rebuild its buildings or improvements. The cost of any repairs shall be determined by liability and insurance, including having regard to clause 12.6.

14. STATUS OF BUILDINGS AND IMPROVEMENTS

14.1 At the end of this Lease, whether by expiry of the Term, Rights of Renewal not being exercised, breach of condition/s or otherwise, the Lessee shall, having regard to clause 14.2, ensure the Premises are left in a clean and tidy manner and in good repair and condition (except for fair wear and tear).

14.2 At the end of this Lease, whether by expiry of the Term, Rights of Renewal not being exercised, breach of condition/s or otherwise, the parties shall, in good faith and having

regard to requirements of any management plan for the Reserve and the ongoing use of any Occupiers, agree what shall occur to any buildings or improvements on the Premises, including (but not limited to):

- (a) removal or demolition of the buildings and improvements from the Premises;
- (b) making the buildings and improvements available to another tenant, either with or without compensation payable by the incoming tenant to the Lessee; or
- (c) the Lessee gifting the buildings and improvements to the Lessor.

14.3 If the parties cannot agree, within two calendar months from the end of this Lease, on what shall occur to any buildings or improvements on the Premises owned by the Lessee, this matter shall instead be determined in accordance with the disputes resolution procedure in clauses 20.8(b) to 20.8(d) of this Lease.

15. HEALTH AND SAFETY

15.1 The Lessee shall, and shall direct the Occupiers to, abide by all relevant statutory and common law obligations of the Lessor, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee and the Occupiers shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the premises, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the Health and Safety at Work Act 2015 (HSW Act), including any consequent amendments and enactments passed in substitution.

15.2 The Lessee will do all things necessary as the occupier of the Premises, and will direct the Occupiers, to comply with the HSW Act, including requiring any Occupiers to hold an adequate Health and Safety Plan.

16. DEFAULT

16.1 Cancellation

If at any time:

- (a) the Rent is in arrears for more than 20 days following notice of late payment; or
- (b) any provision of this Lease is breached by the Lessee; or
- (c) the Lessee is declared bankrupt (if an individual), has a receiver appointed or goes into liquidation (if a company);

the Lessor may immediately terminate this Lease and remove any property from the Premises. At the same time all rights and interests of the Lessee under this Lease shall terminate, but without releasing the Lessee from any liability because of any breach of this Lease or unpaid Rent.

17. DAMAGES

17.1 In the event that the Lessee or invitees breach any one or more of their obligations under this Lease, the Lessor, in addition to any other remedy which they may have, may in their discretion make good the same and charge all costs associated with remedying the breach to the Lessee.

18. ASSIGNMENT OR SUBLETTING

18.1 The Lessee must not assign, mortgage, charge, sublicence or part with possession of the Premises, or any part of the Premises, without first obtaining the written consent of the Lessor (which may be satisfied by obtaining consent from the Tinwald Reserve Board). The Lessor (including the Tinwald Reserve Board) may in its sole discretion either refuse any request for consent, or grant its consent subject to such conditions as it thinks fit, including following an assessment of the transferee, assignee or sublessee for the purposes of section 54 of the Reserves Act 1977.

19. RESERVES ACT 1977

19.1 While the leased Premises are intended primarily for the Lessee and its Occupiers to quietly hold and enjoy throughout the Term, it is acknowledged by the parties that the land on which the Premises are situated is vested in the Lessor as Reserve. In particular, the parties agree and acknowledge that:

- (a) there are public rights associated with the Reserve that will (or are likely to) impact on the Lessee's and the Occupiers quiet enjoyment of the Premises;
- (b) the Lessee shall allow, and shall direct its Occupiers to allow, the public access across the Premises and Reserve land, including when requested by the Lessor or Reserve Board; and
- (c) the covenants and provisions required to be included in this Lease by the Reserves Act 1977 and by any regulations made under the Reserves Act 1977 shall to the extent that they are compulsory in their application to this Lease be binding on the parties in the same manner as if such provisions had been fully set out in this Lease.

20. GENERAL

20.1 Lessor's Assistance

Where requested by the Lessee, the Lessor shall use its best endeavours to assist or mediate between the Lessee and its Occupiers on any matters relating to the occupation of the Premises. The Lessor shall assist in an impartial and fair manner to aid the parties to come to a resolution on their issue. For the avoidance of doubt, the Lessor shall not be called upon by either the Lessee nor any Occupier to issue a decision or determination on any issue between those parties.

20.2 Lease of Premises Only

The tenancy shall relate only to the Premises and this Lease will not detract, limit or otherwise interfere with the rights of the Lessor and the public to use and enjoy the Reserve.

20.3 Administering Body or Registered Proprietor

The Lessor has entered into this Lease in its capacity as administering body of the Reserve and not as a regulatory authority. The Lessee recognises the two roles are different and nothing in this Lease shall restrict or bind Ashburton District Council in its regulatory capacity. Any consents or agreements given herein shall not be construed as consent or agreement by Ashburton District Council in its regulatory capacity.

20.4 Suitability

No warranty or representation expressed or implied has been or is made by the Lessor that the Premises are suitable or will remain suitable or adequate for use by the Lessee and its Occupiers, or that any use of the Premises by the Lessee or its Occupiers will comply with the relevant Acts, regulations, bylaws, District Plan or Regional Plan rules or other requirements of any authority having jurisdiction over the land.

20.5 Waiver

No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

20.6 Not Registrable

This Lease is not registrable and the Lessee shall not register a caveat against the Record of Title for the Reserve.

20.7 Notices

- (a) All notices must be in writing and must be served by one of the following means:
 - (i) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
 - (ii) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - A. In the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - B. By personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- (b) In respect of the means of service specified in clause 20.7(a)(ii)B, a notice is deemed to have been served:
 - (i) In the case of personal delivery, when received by the addressee;
 - (ii) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
 - (iii) In the case of facsimile transmission, when sent to the addressee's facsimile number; or

- (iv) In the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- (c) In the case of a notice to be served on the Lessee, if the Lessor is unaware of the Lessee's last known address in New Zealand or the Lessee's facsimile number, any notice placed conspicuously on any part of the Premises shall be deemed to have been served on the Lessee on the day on which it is affixed.
- (d) A notice shall be valid if given by any manager, solicitor or other authorised representative of the party giving the notice.

20.8 **Dispute Resolution**

- (a) If any dispute or difference shall arise between the parties as to:
 - (i) the meaning or application of any part of this Lease; or
 - (ii) any other matter in connection with, arising out of, or which may have an effect on, this Lease;

then representatives of the Lessee and the Lessor shall meet within 10 Working Days of the dispute or difference ("Issue") arising to endeavour to reach an agreement on the resolution of the Issue.

- (b) If the meeting referred to in clause 20.8(a) ("Meeting") does not result in the resolution of the Issue:
 - (i) then the Lessee and the Lessor shall, within 10 Working Days of the date of the Meeting, appoint a mediator (at the parties' joint costs) to mediate the issue;
 - (ii) if the parties are unable to agree upon the person to be appointed as mediator, then the President of the New Zealand Law Society (or their nominee) shall be asked to appoint the mediator;
 - (iii) the mediation shall be held within one month of the date of the mediator being appointed; and
 - (iv) the Lessee and the Lessor shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the Issue.
- (c) If the mediation referred to in clause 20.8(b) does not result in a resolution of the Issue, then the Issue shall be referred to the arbitration of a single arbitrator under the Arbitration Act 1996. The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or their nominee) shall nominate the arbitrator.
- (d) The parties must go to mediation and then arbitration under this clause 20.8 before they can begin any action at law (other than an application for injunctive relief).

Executed as a Deed

SIGNED for and behalf of
Ashburton District Council
as Lessor

) _____
) Group Manager - Business Support
)
)
) _____
) Property Manager

SIGNED for and behalf of the
Plains Museum Trust
as Lessee

) Signed: _____
)
)
) Name:

) Signed: _____
)
)
) Name:

) Signed: _____
)
)
) Name:

) Signed: _____
)
)
) Name:

) Signed: _____
)
)
) Name:

) Signed: _____
)
)
) Name:

SCHEDULE ONE

(Reference Schedule)

Premises	That part of the Reserve as shown outlined in red on the plan attached at Schedule Two and contained within all, or part of, Reserve 41245, Part Rural Section 41347 and Rural Section 39930.
Term	Ten (10) years
Commencement Date	1 October 2023
Expiry Date	30 September 2033
Rights of Renewal (clause 4)	Two (2) rights of renewal of ten (10) years each
Final Expiry Date	30 September 2053
Rent	\$1 if demanded plus GST (if any) per annum
Rent Payment Dates	Annually on the anniversary of the Commencement Date, in each year during this Lease
Rent Review Dates (clause 5.2)	Annually on the anniversary of the Commencement Date
Permitted Use (clause 2)	To use and develop the historic precinct on the Tinwald Domain for the preservation, restoration and acquisition of historic objects, machinery and attractions for the benefit of the Ashburton District.
Public Liability Insurance (clause 12.2)	\$2 million or such other amount from time to time reasonably required by the Lessor or Reserve Board.
Lessee's Contact Details	Name: Stefan van Vliet (Chairperson) Email: plainsmuseumtrust@gmail.com

SCHEDULE TWO

(Plan)



9. *Speed Limit Changes October 2023*

Author *Mark Chamberlain; Roading Manager*

Executive Team Member *Neil McCann: GM Infrastructure*

Summary

- The purpose of this report is to gain approval for speed limit changes (all reductions) at various locations because of subdivision development and change in use.
- The speed limit changes align with the certified Interim Speed Management Plan so no additional consultation is required.
- Once approved by Council, the changes can be entered into the National Speed Limit Register for certification by Waka Kotahi.

Recommendation

1. **That** Council approves the speed limit changes to take effect from 1 November 2023 at:
 - a) Ashbury Grove Subdivision, Tinwald - new 40 km/hr urban area.
 - b) Grahams Road, Tinwald 50 km/hr – reduce from 80 km/hr to 50 km/hr for 150m from existing 50 km/hr urban traffic area.
 - c) Strowan Fields Subdivision, Ashburton 40 km/hr – new 40 km/hr urban area.
 - d) Wakanui Road, Ashburton 50 km/hr – reduce from 60 km/hr to 50 km/hr for 140m from existing 50 km/hr urban traffic area.
 - e) Carrfields Subdivision, Tinwald 50 km/hr – extend 50 km/hr urban traffic area.
 - f) Westview Drive, Tinwald 40 km/hr – new 40 km/hr urban area.
 - g) Holmes Road, Methven 50 km/hr – reduce from 100 km/hr to 50 km/hr.
 - h) Albert Street, Ashburton 50 km/hr – reduce from 60 km/hr to 50 km/hr from existing 50 km/hr urban traffic area to existing 30 km/hr Ashburton Christian School speed limit.

Attachment

Appendix 1 Speed limit changes maps October 2024

Background

Previous Council decision

1. In 2022 Council sought feedback from the community on three important principles for speed management to be established in the Interim Speed Management Plan (ISMP).
2. Council received 82 submissions in response to the consultation, with seven submitters presenting at the hearing held 23 November 2022.
3. After considering the feedback, Council adopted the principles at the Council meeting held 21 December 2022:
 - Principle 1 – School Speed Limits:
 - Council adopted lowering the speed limits around schools.
 - Council adopted lowering the speed limits to 30km/h around urban and rural schools.
 - Council adopted a variable speed limit for rural schools and a permanent speed limit for urban schools.
 - Principle 2 – Speed management for Urban Fringes:
 - Council adopted the principle on introducing speed management for urban fringes with a 1km radius from a township’s boundary to respond to future growth in the district.
 - Principle 3 – Speed reduction in developed Urban Areas with a high number of users:
 - Council adopted the principle on speed reduction in developed urban areas with a high number of users.
4. Following the 21 December Council Meeting the Interim Speed Management Plan was submitted for certification which was granted by the Director of Land Transport and notified to Council on 23 May 2023.

The current situation

5. There has been subdivision development carried out at various sites which is outside of the current 50 km/hr urban traffic area. The development has also changed the existing road frontage such that a speed reduction is warranted.
6. Ashbury Grove subdivision in Tinwald has new roads accessing off Grove Street and Grahams Road. The subdivision is outside of the current 50 km/hr urban traffic area. In line with principle 3 of the ISMP and being consistent with other new subdivision developments the proposed speed limit within the subdivision is 40 km/hr.
7. Grahams Road fronting the Ashbury Grove subdivision has a current speed limit of 80 km/hr. With the subdivision development it is proposed to extend the 50 km/hr Grahams Road for approximately 150 m, so it is past the subdivision and the existing adjacent residential property.

8. Strowan Fields subdivision in Ashburton has new access off Trevors Road and Wakanui Road. The subdivision is outside of the current 50 km/hr urban traffic area. In line with principle 3 of the ISMP and being consistent with other new subdivision developments the proposed speed limit within the subdivision is 40 km/hr.
9. Wakanui Road fronting the Strowan Fields subdivision has an existing speed limit of 60 km/hr. It is proposed to extend the 50 km/hr speed limit on Wakanui Road for approximately 140 m so it is past the subdivision.
10. Carrfields subdivision in Tinwald has access off Hinds Highway (SH1) and Hassal Street. The subdivision is outside of the current 50 km/hr urban traffic area. It is proposed to extend the 50 km/hr urban traffic area to include the Carrfields subdivision.
11. Westview subdivision in Tinwald has access off Tinwald Westerfield Mayfield Road. The subdivision is outside of the current 50 km/hr urban traffic area. In line with principle 3 of the ISMP and being consistent with other new subdivision developments the proposed speed limit within the subdivision is 40 km/hr.
12. Holmes Road, Methven fronts the Camrose subdivision and has been upgraded as a condition of that subdivision. Camrose subdivision has a current 40 km/hr speed limit. Holmes Road has a current speed limit of 100 km/hr. With the subdivision development and road upgrade it is proposed to reduce the speed limit on Holmes Road to 50 km/hr.
13. Albert Street, Ashburton currently has the 50 km/hr urban traffic area changing to 60 km/hr at Trevors Road. At approximately 170 m from Trevors Road the speed limit reduces to 30 km/hr for the Ashburton Christian School frontage and then changes back to 60 km/hr at Wakanui Road. To reduce the number of speed limit changes it is proposed to reduce the speed limit from 60 km/hr to 50 km/hr on Albert Street from Trevors Road to the start of the 30 km/hr school speed limit.

National Speed Limit Register (NSLR)

14. If the proposed speed limits are approved by Council, they can be entered into the NSLR for certification by Waka Kotahi. A start date for the new speed limits must be entered and 1 November 2023 is proposed. This gives time for signs to be installed acknowledging that many of the signs are in place because they have been installed as part of the subdivision developments.

Options analysis

Option one – Approve the speed limit changes (recommended option).

15. The proposed changes are considered the safe and appropriate speed limits for the new subdivision roads and other road sections.

<p>Advantages: Safe and appropriate speed limits will be in place where there has been new development and/or a change to the road environment.</p>	<p>Disadvantages: There are not considered to be any disadvantages to the reduction in speed limits.</p>
<p>Risks: No risks associated with the speed limit changes/reductions.</p>	

Option two – Approve some of the speed limit changes and change or not approve others.

16. The proposed changes are considered the safe and appropriate speed limits, but Council may consider alternative speed limits at some of the sites.

<p>Advantages: There are not considered any advantages to not approving or altering the speed limit changes.</p>	<p>Disadvantages: Not reducing the speed limit on subdivision development roads or roads fronting development may result in inappropriate speeds for the increased use from residents driving, walking, and cycling.</p>
<p>Risks: There is a risk that an inappropriate (too high) speed limit may increase the likelihood of a crash between a vehicle and a vulnerable road user.</p>	

Legal/policy implications

Land Transport Rule: Setting of Speed Limits 2022 (as of 21 August 2023)

- 17. The Setting of Speed Limits Rule 2022 has set out the process for changing speed limits. With the consultation on and certification of the Interim Speed Management Plan, Council can make changes to speed limits that align with that plan without further consultation.
- 18. While it has taken some time to complete consultation and certification, the changes proposed in this report are now able to be implemented in a shorter timeframe.

Climate change

- 19. The speed limit reductions may reduce emissions to a minimal extent by having slower speeds of vehicles and may encourage more cycling or walking.

Review of legal / policy implications	
Reviewed by In-house Counsel	<i>Tania Paddock; Legal Counsel</i>

Strategic alignment

20. The recommendation relates to Council’s community outcome of a district of great spaces and places because of having safe and appropriate speeds.

Wellbeing		Reasons why the recommended outcome has an effect on this wellbeing
Economic		
Environmental		
Cultural		
Social	✓	Providing safer roads and streets for community networks.

Financial implications

Requirement	Explanation
What is the cost?	<\$5,000
Is there budget available in LTP / AP?	Yes
Where is the funding coming from?	Is a cost to the relevant subsidised roading work category.
Are there any future budget implications?	No.
Reviewed by Finance	Erin Register; Finance Manager.

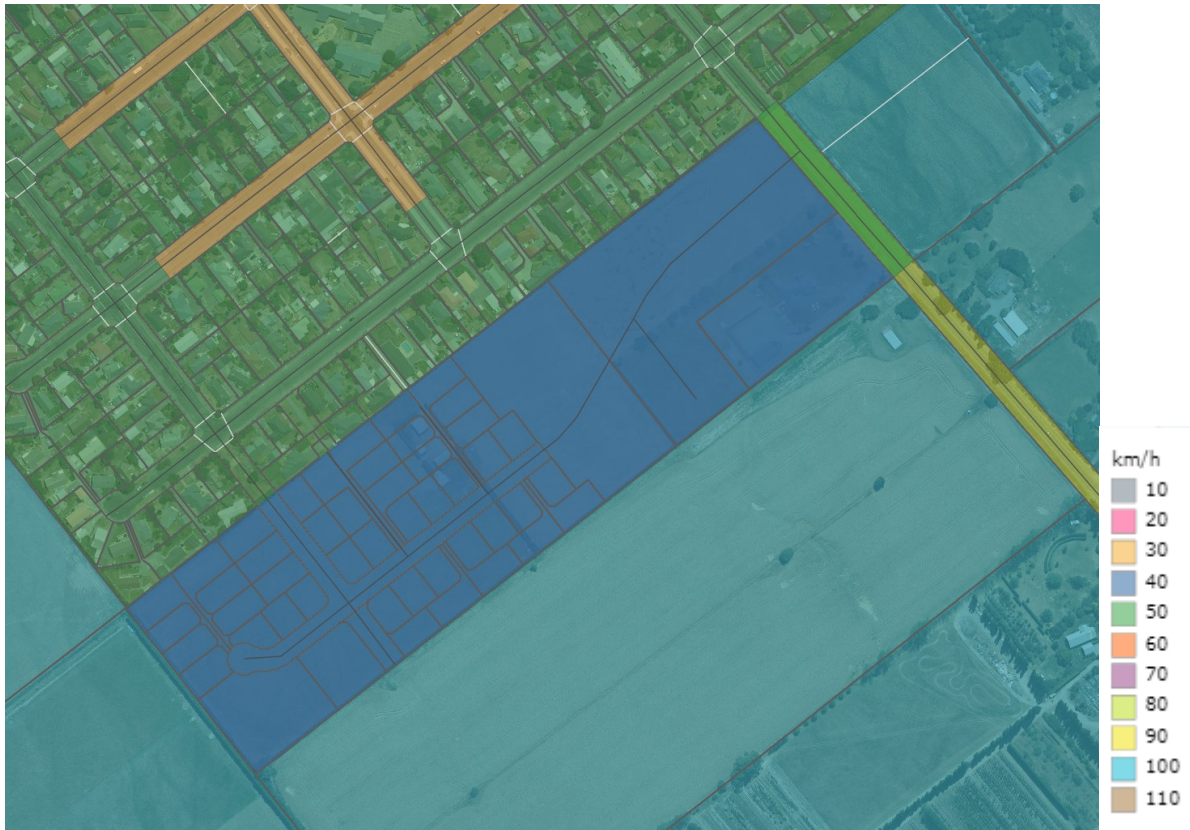
Significance and engagement assessment

Requirement	Explanation
Is the matter considered significant?	No
Level of significance	Low
Rationale for selecting level of significance	Low overall risk. Easily reversible, low impact/no adverse effects, no/low health and safety risk.
Level of engagement selected	1. Inform – one-way communication
Rationale for selecting level of engagement	Low significance, previous consultation on the Interim Speed Management Plan, and speed limit reductions that are clearly appropriate for those streets and some already with signs in place.
Reviewed by Strategy & Policy	<i>Richard Mabon, Senior Policy Advisor</i>

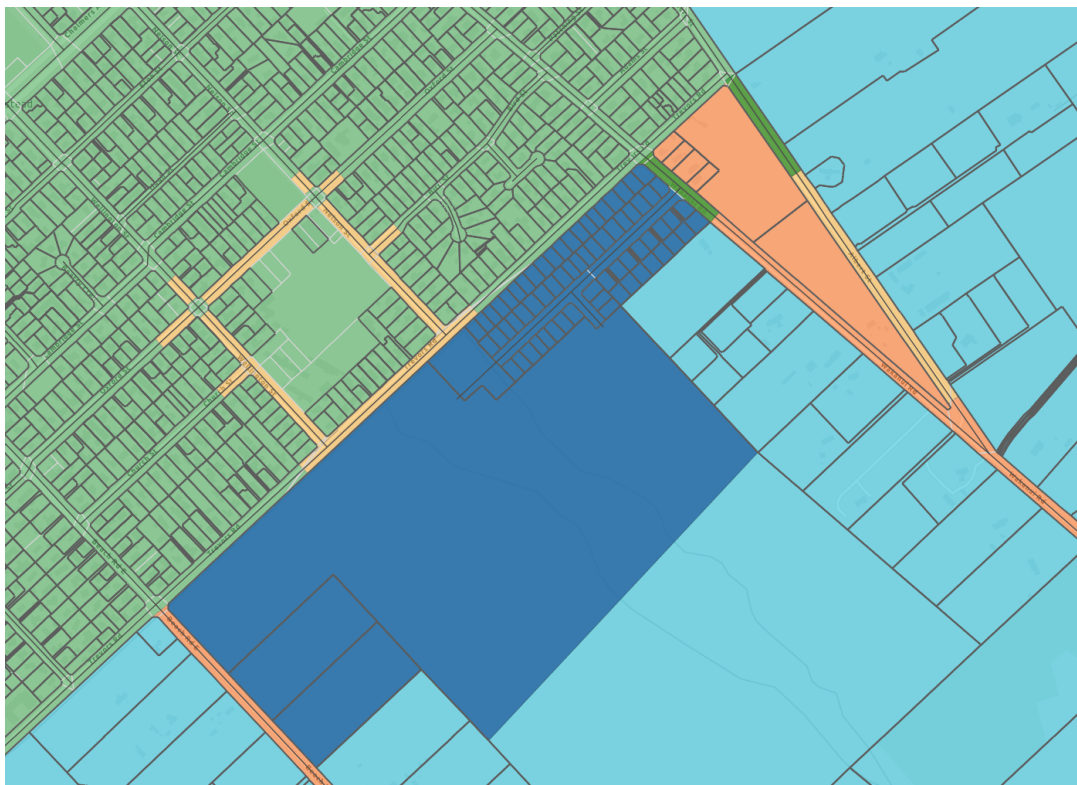
Appendix 1

Speed Limit Changes Maps October 2023

Ashbury Grove (40), Grahams Road (50), Tinwald



Strowan Fields (40), Wakanui Road (50), Albert Street (50), Ashburton



Carrfields (50), Tinwald



Westview Drive (40), Tinwald



Holmes Road (50)



10. Mayor's Report

10.1 Councillor 'Talk It Up' Tuesday

A survey of the elected members was conducted on the future of the Councillor 'Talk it up Tuesday' sessions that were trialled for the past two months and what it would look like going forward. The results were in favour of the sessions to continue.

Recommendation

That Councillors resume the 'Talk it up Tuesday' sessions on a weekly basis from 1pm to 2pm.

Meetings

- **Mayoral calendar**

September 2023

- 20 September: Plains Museum Trust and Ashburton Railway Preservation Society
- 21 September: Review of Canterbury CDEM group
- 21 September: Dan Latham with Deputy Mayor Liz McMillan and Methven Community Board Chair Kelvin Holmes
- 21 September: Ashburton Art Gallery AGM
- 22 September: Chertsey School playground opening
- 23 September: Ashburton Bowling Club open day
- 25 September: Community Honours Awards presentation ceremony
- 25 September: Pakeke Lions
- 26 September: Lower Rakaia River rating district meeting
- 26 September: Roger Sutton – EA Networks
- 26 September: Ashburton Water Zone committee
- 27 September: Biodiversity strategy workshop
- 27 September: Council Agencies – six month reports
- 27 September: Revenue and Financing policy workshop
- 28 September: Alan Sim and David Clark with CE Hamish Riach
- 28 September: Mid Canterbury Vision presentation to ECan with CE Hamish Riach

October 2023

- 3 October: Department of Corrections site visit with CE Hamish Riach
- 4 October: Visit to Base, YMCA and He Waka Tapu
- 4 October: Council meeting

Recommendation

That Council receives the Mayor's report.

Neil Brown
Mayor