



AGENDA FOR THE

ORDINARY MEETING OF
SELWYN DISTRICT COUNCIL

TO BE HELD IN THE
COUNCIL CHAMBERS

SELWYN DISTRICT COUNCIL
ROLLESTON

WEDNESDAY 23 SEPTEMBER 2020

COMMENCING AT 1 PM

Whakataka te hau ki
te uru

Cease the winds from
the west

Whakataka te hau ki
te tonga

Cease the winds from
the south

Kia mākinakina ki uta

Let the breeze blow
over the land

Kia mātaratara ki tai

Let the breeze blow
over the sea

E hī ake ana te
atakura

Let the red-tipped
dawn come with a
sharpened air

He tio, he huka, he
hau hū

A touch of frost, a
promise of a glorious
day

Tīhei mauri ora!

COUNCIL AFFIRMATION

Let us affirm today that we as Councillors will work together to serve the citizens of Selwyn District.

To always use our gifts of understanding, courage, common sense, wisdom and integrity in all our discussions, dealings and decisions so that we may solve problems effectively.

May we always recognise each other's values and opinions, be fair minded and ready to listen to each other's point of view.

In our dealings with each other let us always be open to the truth of others and ready to seek agreement, slow to take offence and always prepared to forgive.

May we always work to enhance the wellbeing of the Selwyn District and its communities.

AGENDA

WEDNESDAY 23 SEPTEMBER 2020 AT 1PM

COMMITTEE

Mayor (S T Broughton), Councillors, M A Alexander, J B Bland, S Epiha, J A Gallagher, D Hasson, M P Lemon, M B Lyall, S G McInnes, G S F Miller, R H Mugford & N C Reid

APOLOGIES

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

CONFLICTS OF INTEREST

PUBLIC FORUM

Ralph Scott, Lincoln Community Committee	Millpond Lane, Lincoln
Selwyn District Youth Council update (to be taken at the end of the meeting)	Youth Council Chair, Liv Duder Youth Council member, Ethan Richards

CONFIRMATION OF MINUTES

1. **Minutes of an Ordinary meeting of the Selwyn District Council held in the Council Chambers on Wednesday 9 September 2020 (Pages 12 - 21)**

Recommended:

‘That the Council confirms the minutes of an Ordinary meeting of the Selwyn District Council held on Wednesday 9 September 2020, as circulated.’

2. **Minutes of an Ordinary meeting of the District Plan Committee held in the Council Chambers on Wednesday 4 March 2020 (Pages 22 - 26)**

Recommended:

‘That the Council receives the minutes of an Ordinary meeting of the District Plan Committee held on Wednesday 4 March 2020, for information.’

3. Minutes of the (last) meeting of the District Plan Committee held in the Council Chambers on Wednesday 26 August 2020 (Pages 27 - 31)

Recommended:

‘That the Council receives the minutes of the (last) meeting of the District Plan Committee held on Wednesday 26 August 2020, for information.’

Item	Meeting referred from	Action required	Report Date / Action
Assumptions and Uncertainties for the 2021 – 2031 Long Term Plan and Activity Management Plans	22 July 2020	Staff will report back in three months and assist report readers with the use of colour-coded (or marked) changes and indication as to whether the risks are going up or down.	28 October 2020

REPORTS

1. Chief Executive (Pages 32 - 42)

Chief Executive's Report

Recommended:

'That Council:

- a) Receives the Chief Executive's report, for information;*
- b) Endorses the Terms of Reference for the Westview Special Fund Committee; and*
- c) Adopts the recommended changes to the Delegations Manual.'*

2. Strategy and Policy Planner (Pages 43 - 51)

Partial Removal of Designation ME14 from Selwyn District Plan

Recommended:

'That, pursuant to s182 of the Resource Management Act 1991, the Selwyn District Plan be amended by amending designation ME14 Springston Primary School, designated for Education Purposes (Early Childhood and Primary School) and situated at Leeston Road, Springston, by:

- 1. Amending the legal description to Lot 1 DP 550790 and Lot 2 DP 550790, to reflect an updated survey; and*
- 2. Removing the designation over Lot 2 550790 (Record of Title 950362); and*
- 3. Removing the designation over Part Lot 7 DP 11913 (Record of Title CB701/82); and*

That the Proposed District Plan be consequentially amended by amending proposed designation MEDU-14 to reflect the amendment to ME14'.

3. Major Projects Property Manager (Pages 52 - 54)

Naming of Foster Park Indoor Sports Facility

Recommended:

'That Council:

- a) Receives the report outlining the proposed naming of the indoor sports facility at Foster Park, Rolleston; and*
- b) Approves the recommended name for the facility being 'Selwyn Sports Centre'.*

4. Acquisition, Disposal and Leasing Manager; Acquisition, Disposal and Leasing Officer (Pages 55 - 69)

Consent to Grant of Easements to Orion New Zealand Limited – 23 St John Street, Southbridge

Recommended:

‘That Council:

- a) Approves the granting of easements to Orion New Zealand Limited for the conveying of electricity over Reserve 4918 being a Reserve held in trust for a site for a town council depot at 23 St John Street, Southbridge*
- b) Consent to the easement pursuant to Section 48(1) of the Reserves Act 1977, pursuant to a delegation from the Minister of Conservation dated 12 June 2013 under Section 10 of the Reserves Act 1977;*
- c) Approves that Orion New Zealand Limited cover all costs associated with completing this process;*
- d) Approves that the easement be at a nil consideration.’*

5. Planning Manager (Pages 70 - 82)

Plan Change 64 Rolleston – Decision on how to consider the private Plan Change request received from Hughes Developments Limited

Recommended:

‘That, in respect to Plan Change 64 to the Operative Selwyn District Plan lodged by Hughes Development Limited, Council resolves to accept the request for notification pursuant to Clause 25(2)(b) of the Resource Management Act 1991.’

6. Solid Waste Manager (Pages 83 - 86)

Solid Waste Monthly Update

Recommended:

‘That the Council receives the report ‘Solid Waste Monthly Update’ for information.’

7. Asset Manager Transportation and Team Leader Transportation (Pages 87 - 93)
Transportation Monthly Update

Recommended:

‘That the Council receives the report Transportation Monthly Update for information.’

8. Group Manager Property (Pages 94 - 114)
Property Transaction Update – 31 August 2020

Recommended:

‘That Council receives the update report on property projects as at 31 August 2020 for information.’

GENERAL BUSINESS

RESOLUTION TO EXCLUDE THE PUBLIC

Recommended:

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

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Public Excluded Minutes	<i>Good reason to withhold exists under Section 7</i>	Section 48(1)(a)	
2.	Notify the Proposed District Plan			5 October 2020, being the date of public notification
3.	Road Network Maintenance Term Contract			Upon resolving at today's Council meeting, being 23 September 2020
4.	Property Transaction Update – 31 August 2020			
5.	Three Waters Service Delivery Reform			Upon approval by the DIA

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

1, 3, 4, 5	Enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or	Section 7(2)(h)
1, 3, 4, 5	Enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or	Section 7(2)(i)
2, 5	To maintain the effective conduct of public affairs through: (i) The free and frank expression of opinions by or between or to members or officers or employees of any local authority; or any persons to whom section 2(5) applies, in the course of their duty; (ii) The protection of such members, officers, employees and persons from improper pressure or harassment.	Section 7(2)(f)

2	To prevent the disclosure or use of official information for improper gain or improper advantage.	Section 7(2)(j)
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2 *that appropriate officers remain to provide advice to the Committee.'*

**MINUTES OF AN ORDINARY MEETING OF THE
SELWYN DISTRICT COUNCIL
HELD IN THE SELWYN DISTRICT COUNCIL CHAMBERS
ON WEDNESDAY 9 SEPTEMBER 2020 COMMENCING AT 1PM**

PRESENT

Mayor (S T Broughton), Councillors, M A Alexander, J B Bland, S Epiha, J A Gallagher, D Hasson, M P Lemon, S G McInnes, G S F Miller, R H Mugford and N C Reid

IN ATTENDANCE

Messrs. D Ward (Chief Executive), D Marshall (Group Manager Property), S Hill (Group Manager Communication and Customers), T Harris (Group Manager Environmental and Regulatory Services), M Washington (Group Manager Infrastructure), R Allen (Acquisitions, Disposals and Leasing Manager), M England (Asset Manager Water Services), R Raymond (Communications Advisor), M Johnston (Chief Licensing Inspector), B Charlton (Regulatory Manager); Mesdames B White (Acquisitions, Disposals and Leasing Officer), J Nikolaou (Property Projects Manager), E McLaren (Water Services Delivery Manager), N Smith (Executive Assistant) and Ms T Davel (Governance Coordinator)

Several members of the public attended in person and the meeting was also livestreamed.

APOLOGIES

An apology was received from Councillor Lyall.

Moved – Councillor Alexander / **Seconded** – Councillor Epiha

‘That the Council receives the apology from Councillor Lyall, for information.’

CARRIED

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

None identified.

CONFLICTS OF INTEREST

Standard conflicts were applied to this meeting, and as follows:

Councillor McInnes in relation to Item 5 '*Bylaw for Keeping animals, Poultry and Bees*'

Councillor Hasson in relation to Items 5 '*Bylaw for Keeping animals, Poultry and Bees*'; and 2 '*Joint District Licensing Committee*'.

PUBLIC FORUM

None

CONFIRMATION OF MINUTES

1. Minutes of an Ordinary meeting of the Selwyn District Council held in the Council Chambers on Wednesday 26 August 2020

Taken as read and confirmed.

Moved – Councillor Alexander / **Seconded** – Councillor Epiha

'That the Council confirms the minutes of the ordinary meeting of the Selwyn District Council held on Wednesday 26 August 2020.'

CARRIED

2. Minutes of an Ordinary meeting of the Audit and Risk Subcommittee held in the Council Chambers on Wednesday 2 September 2020

Taken as read and received.

Moved – Councillor Lemon / **Seconded** – Councillor Reid

'That the Council receives the unconfirmed minutes of the ordinary meeting of the Audit and Risk Subcommittee held on Wednesday 2 September 2020, for information.'

CARRIED

3. Minutes of an Inaugural meeting of the Representation Review Subcommittee held in the Council Chambers on Wednesday 19 August 2020

Taken as read and received.

Moved – Councillor Gallagher / **Seconded** – Councillor Reid

‘That the Council receives the unconfirmed minutes of the inaugural meeting of the Representation Review Subcommittee held on Wednesday 19 August 2020, for information.’

CARRIED

CURRENT MATTERS REQUIRING ATTENTION

Item	Meeting referred from	Action required	Report Date / Action
Assumptions and Uncertainties for the 2021 – 2031 Long Term Plan and Activity Management Plans	22 July 2020	Staff will report back in three months and assist report readers with the use of colour-coded (or marked) changes and indication as to whether the risks are going up or down.	28 October 2020

REPORTS

1. Mayor

Mayor's Report

The Mayor added to his report a recent Canterbury Mayoral Forum meeting with a focus on progressing water discussions for Councils.

Moved – Mayor Broughton / **Seconded** – Councillor Epiha

'That Council receives the Mayor's report for August 2020, for information.'

CARRIED

2. Joint District Licensing Committee and Chief Licensing Inspector

Monthly Report for period 1 July 2020 to 31 July 2020

Councillor Hasson stepped back from the table for the discussion

Moved – Councillor Alexander / **Seconded** – Councillor Mugford

'That the Council receives the report on the activities of the District Licensing Committee and the Chief Licensing Inspector for July 2020.'

CARRIED

Councillor Hasson joined the table again.

3. Chief Executive

Electoral System for 2022 & 2025 Local Government Triennial Elections

It was noted that the process seemed the wrong way around where a voting system is decided before decisions are made on numbers of wards and councillors. The Mayor agreed to raise it with the Minister for Internal Affairs.

Moved – Councillor Alexander / **Seconded** – Councillor Gallagher

'That:

a) The Electoral System for 2022 and 2025 Local Government Elections Report, is received for information; and

b) Council resolves to confirm the continued use of First Past the Post (FPP) for the 2022 and 2025 Local Government Triennial elections.'

CARRIED

4. **Property Projects Manager**

Rolleston Reserve Development Special Consultative Procedure

Staff noted that although there has been engagement for a while now, there has been no formal consultation. Councillor Epiha said in particular that it was encouraging to hear about the good consultation with Taumutu.

Councillor Alexander suggested a hearing panel be appointed at this meeting.

Moved (as amended) – Councillor Bland / **Seconded** – Councillor Reid

‘That the Council

(a) adopts the draft statement of proposal for the Rolleston Reserve Design Consultation for the purposes of undertaking a special consultative procedure under section 83 of the Local Government Act 2020 (as detailed in the draft statement of proposal); and

*(b) **Councillors Reid, McInnes, Gallagher and Epiha be appointed to the hearing panel.***

CARRIED

5. **Group Manager Environmental and Regulatory Services**

Selwyn District Council Bylaw for Keeping Animals, Poultry and Bees 2020

Councillors Hasson and McInnes stepped away from the table.

Council discussed the issue of feral cats at length. The definition of poultry was also discussed again with a disagreement on whether it included small domesticated birds such as budgies.

The Mayor summarised by noting that the report on the table today is a result of what Council asked staff to bring back. He thanked staff for the work they did.

The Mayor said he would write to the Minister of Conservation around the feral cat problem which is especially prevalent in the Malvern area. Councillors Lemon, Mugford and Miller put their names forward for the hearing panel.

Moved (as amended) – Councillor Miller / **Seconded** – Councillor Lemon

‘That the Council resolve:

a) To commence the special consultative procedure for the adoption of the Selwyn District Council Bylaw for Keeping Animals, Poultry and Bees.

*b) To adopt the Statement of Proposal **excluding cats.***

- c) *That the Statement of Proposal be made available for public inspection at all Council Service Centres, Libraries and on the Council's website.*
- d) *That the period within which written submissions on the Bylaw for Keeping Animals, Poultry and Bees may be made be between Monday 5 October 2020 and Friday 6 November 2020.*
- e) *That submissions on the bylaw be heard by a hearing panel comprising of Councillor **Lemon**, Councillor **Mugford** and Councillor **Miller** to be appointed, who shall report to the Council with its recommendations as soon as practicable following the hearing of submissions.'*

CARRIED

Councillors Hasson and McInnes returned to the table.

6. **Asset Manager Water Services and Water Service Delivery Manager** *Water Services Monthly Update*

Staff went through the report per item.

During the discussion on Wastewater Councillors asked whether the proposed expansion at Pines Recovery will be enough in time to come. Staff would consider going larger and bring back costings to Council. Staff also said they would ensure that routing of the pipes would cause minimal disruption. Councillor Hasson asked about a strategy to be brought to Council where it was clear how growth and sustainability are planned for. She also spoke about septic tanks, consenting process and high fluctuating nitrates.

Councillor Reid said climate change would need to be considered as well as industrial discharges. In response to a question from Councillor Bland around a fall-back position in case of a large earthquake staff said they were working on one.

On the topic of stormwater Councillor Miller noted a concern about drainage and moving maintenance from private to public ownership. He said it might be a dangerous precedent for those people who do not maintain their drains. Staff said they had identified critical drains across the district which, if not maintained, would have a negative impact.

Moved – Councillor Mugford / **Seconded** – Councillor Bland

'That the Council receives the report 'Water Services Monthly Update' for information.'

CARRIED

GENERAL BUSINESS

Register of Documents Signed and Sealed

Moved – Councillor Epiha / **Seconded** – Councillor Gallagher

‘That the following transactions and the fixing of the Common Seal under authorised signatures have been approved.’

1	Name of other party	Charge Net NZ Limited
	Transaction type	Licence to Occupy – Castle Hill and Arthur’s Pass
	Transaction description	Installation and operation of an EV charging machine

2	Name of other party	Central Plains Water Limited
	Transaction type	Easement Instrument
	Transaction description	Construction of main trunk pipeline for Stage 2 of the CPW Irrigation Scheme and for the right to convey water, electricity, telecommunications and computer media

3	Name of other party	Rogers Pilcher Trustee Company Limited
	Transaction type	Licence to Occupy Road Reserve (CPW – small block water access)
	Transaction description	Hoskyns Road/Ansons Road Kirwee

4	Name of other party	Hibell Holdings Ltd
	Transaction type	Licence to Occupy Unformed Legal Road
	Transaction description	Frasers Road and Howards Road, Southbridge

5	Name of other party	Simon Lewis Knibb
	Transaction type	Deed of Licence to occupy to 30 June 2020
	Transaction description	Transfer of Deed of Licence from John M and Jennifer M Coffey to Simon Lewis Knibb following sale of Hut 97 Upper Selwyn Huts

6	Name of other party	Simon L Knibb
	Transaction type	Deed of Licence
	Transaction description	Lot 97 Upper Selwyn Huts

7	Name of other party	ChargeNet NZ Limited
	Transaction type	Licence Agreement for the installation and operation of an electric vehicle charging station
	Transaction description	Springfield Community Centre

8	Name of other party	Heatherlea Limited
	Transaction type	Deed of Licence
	Transaction description	Reserve 4045 Steeles Road, Hororata 2.0234 hectares

CARRIED

RESOLUTION TO EXCLUDE THE PUBLIC

Moved – Councillor Reid / **Seconded** – Councillor Hasson

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

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Public Excluded Minutes	<i>Good reason to withhold exists under Section 7</i>	<i>Section 48(1)(a)</i>	
2.	SICON Director appointment process			<i>Following appointment of a new Director to the Board of SICON Limited</i>
3. (Separately circulated, late report)	Service of Notice pursuant to Section 18 of the Public Works Act			<i>At the time of settlement of the proposed acquisition</i>

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

1, 2, 3	Enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or	Section 7(2)(h)
1, 2, 3	Enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or	Section 7(2)(i)

2	Protect the privacy of natural persons, including that of deceased natural persons	Section 7(2)(a)
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2. *that appropriate officers remain to provide advice to the Committee.'*

CARRIED

The public meeting ended at 2.07pm for a brief break before moving into Public Excluded at 2.10pm.

The meeting resumed in open meeting, and ended at 2.25pm.

Councillor Epiha closed the meeting with karakia.

DATED this day of 2020

MAYOR



**District Plan Committee meeting
Held on Wednesday 04 March 2020 at 1.00pm
at Selwyn District Council,
Rolleston**

Present: Mayor S Broughton, Councillors M Alexander, M Lemon, D Hasson, N Reid, B Mugford, G Miller, M Lyall, J Bland, J Gallagher, S Epiha, S McInnes, Mr C Pauling (Environment Canterbury), Mr H Matunga (Te Taumutu Rūnanga) and Mr T Harris (Chair – Group Manager Environmental and Regulatory Services).

In attendance: J Burgess (Planning Manager), B Rhodes (Strategy and Policy Team Leader), S Hill (Business Relationship Manager), R Love (Strategy and Policy Planner), B Baird (Strategy and Policy Planner), A Mactier (Strategy and Policy Planner), C Friedel (Consultant Planner), J Ashley (Project Lead), J Lewes (Strategy and Policy Planner), R Carruthers (Strategy and Policy Planner), J Tuilaepa (Senior Strategy and Policy Planner), V Barker (Consultant Planner), K Johnston (Communications Consultant) and T Van der Velde (District Plan Administrator).

Standing Items:

1. Apologies

None

2. Declaration of Interest

None

3. Deputations by Appointment

None

4. Outstanding Issues Register

Key Changes on Draft Provisions – Ecosystems and Indigenous Biodiversity

Mr Mactier met with Councillor Lemon on 03 March 2020 to discuss draft provisions. It was decided there were to be no further changes made to the draft provisions in Appendix 2 of the 'Update on draft Proposed District Plan programme' report brought to the District Plan Committee on 19 February 2020.

The second recommendation of the report 'Update on draft Proposed District Plan programme' brought to DPC on 19 February 2020 was amended to take out reference to Appendix 2 and moved.

Recommendation

'That the Committee notes the recommended changes to draft provisions ' (in Appendix 2), since they were last presented to DPC at the Chapter/Topic Workshop, subject to any further amendments agreed by DPC.'

Moved (as amended) – Councillor Lemon / Seconded – Councillor Lyall

CARRIED

5. Confirmation of Minutes

Minutes of the District Plan Committee meeting held at Selwyn District Council Chambers, on Wednesday 19 February 2020.

Item 8: West Melton District Residence Association amended to read West Melton Residents Association.

'That the Committee confirms the minutes of the District Plan Committee meeting held on 19 February 2020, as amended.'

Moved (as amended) – Councillor Alexander / Seconded – Mayor Broughton

CARRIED

6. Monitoring – Preferred Options Report

Report summarises preferred options on how the Proposed Plan is to be monitored. The recommendation is to incorporate the Monitoring Statement (Appendix 1 of the report), which lists the tasks Council already undertakes to monitor the effectiveness and efficiency of the District Plan (DP). The Monitoring Statement and the preferred options analysis also identify the need for a monitoring strategy to ensure Council's wider monitoring is integrated into the DP monitoring functions.

This approach is the most efficient and effective way to make sure Council is meeting its monitoring duties under the Resource Management Act (RMA), while providing flexibility and enabling the Council to be responsible for evolving resource management issues.

A Committee member asked what a monitoring strategy would look like. Mr Friedel responded that in 2013 the Strategy and Policy team put together a draft strategy

that identified the practical elements of what can be monitored. This document still requires further work in terms of developing schedules and determining resourcing.

A Committee member questioned the level of capacity of resourcing for monitoring. The Chair responded that there is a dedicated Regulatory team that monitors resource consents and plan provisions. There can be resourcing pressures with all other areas that require monitoring, however the Regulatory Manager in conjunction with the Planning Manager are currently working on a monitoring programme.

A Committee member asked if there would be a report on the effectiveness of the plan as part of the monitoring and asked if this will lead to Council initiated plan changes to address deficiencies in the plan.

Mr Friedel responded, yes, Council initiated plan changes are possible and Council have done this in the past through strategy planning, spatial planning and structure plans, which has worked well. We do have a monitoring list of actions, however in the current plan this was never put into practice as it is quite complex and resource heavy.

Mr Friedel added a targeted monitoring strategy is the way to go which will allow Council to prioritise where the monitoring is to be undertaken.

The Chair added that there are statutory obligations under the RMA to regularly report on District Plan monitoring.

Mr Matunga commented about the relationship between Selwyn District Council and Tangata Whenua through the development of the plan and questioned whether there is the need for anything more explicit around an agreed response to monitoring and implementation.

Mr Friedel responded that this may play out throughout the monitoring of the Tangata Whenua statements throughout the plan. There is an opportunity to work in partnership with Taumutu Rūnanga to monitor cultural values under the Monitoring Strategy framework.

It was decided the Planning Manager will be in contact with Mr Matunga to address his ideas in regards to partnership for a monitoring framework.

Moved – Councillor Mugford / **Seconded** – Councillor Lyall

Recommendation

“That the Committee:

- (i) *Notes the report; and*
- (ii) *Incorporates the Monitoring Statement contained in Appendix 1 into the Proposed Plan and implements a non-statutory monitoring strategy (Option 2); and*
- (iii) *That the Environmental Services Department proceeds with the development of a non-statutory monitoring strategy to assist in delivering the integrated outcomes expressed in the proposed Monitoring Statement under Recommendation (ii) above."*

CARRIED

7. RESOLUTION TO EXCLUDE THE PUBLIC

Moved – Councillor McInnes / **Seconded** – Councillor Reid

Recommendation:

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

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date minutes can be released
1.	Public Excluded Minutes 19 February 2020	<i>Good reason to withhold exists under Section 7</i>	Section 48(1)(a)	Date of commencement of landowner engagement

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

1	Enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 7(2)(f)
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2. *That appropriate officers remain to provide advice to the Committee.*

CARRIED

The meeting moved to Public Excluded at 1.14pm to confirm minutes.

DATED this 26 day of August 2020



The Chairperson
Mayor Sam Broughton

Signature:



**District Plan Committee meeting
Held on Wednesday 26 August 2020 at 10.00am
at Selwyn District Council,
Rolleston**

Present: Mayor S Broughton, Councillors M Alexander, M Lemon, D Hasson, N Reid, B Mugford, G Miller, M Lyall, J Bland, J Gallagher, S Epiha, S McInnes, Mr C Pauling (Environment Canterbury), Mr H Matunga (Te Taumutu Rūnanga).

In attendance: Mr T Harris (Group Manager Environmental and Regulatory Services), S Hill (Business Relationship Manager), B Rhodes (Planning Manager), N Cookeson (Information Services Manager), J Ashley (Project Lead), R Love (Strategy & Policy Team Leader), B Baird (Strategy and Policy Planner), A Mactier (Strategy and Policy Planner), J Lewes (Strategy and Policy Planner), J Tuilaepa (Senior Strategy and Policy Planner), R Carruthers (Strategy and Policy Planner), V Barker (Consultant Planner), K Johnston (Communications Consultant), S Leonard (Senior Planner, Environment Canterbury) and T Van der Velde (District Plan Administrator).

Standing Items:

1. Apologies

Ms T Wati (Te Ngāi Tūāhuriri Rūnanga) for absence and Councillor S Epiha for lateness.

Moved – Councillor Alexander / **Seconded** – Councillor Hasson

‘That the apologies from Councillor S Epiha for lateness and Ms T Wati for absence be received for information.’

CARRIED

2. Declaration of Interest

None.

3. Deputations by Appointment

4. Outstanding Issues Register

Mr Harris has resigned as Chairperson of the District Plan Review Committee. Mayor Broughton acknowledged Mr Harris, Group Manager Environmental and Regulatory Services for the work he had done as Chairperson for the District Plan Committee.

‘Councillor S Epiha in at 10.03am’

A resolution for Mayor Broughton to chair the 26 August 2020 District Plan Committee meeting was moved.

Moved – Councillor Alexander / **Seconded** – Councillor Hasson

‘That Mayor Broughton chair the District Plan Committee meeting for 26 August 2020.’

CARRIED

5. Confirmation of Minutes

Minutes of District Plan Committee meeting held at the Selwyn District Council Chambers, on Wednesday 04 March 2020.

Moved – Councillor Alexander / **Seconded** – Councillor Mugford

‘That the Committee confirms the minutes of the District Plan Committee meeting held on 04 March 2020 and minutes to be released to public on 26 August 2020.’

CARRIED

6. Resolution to exclude the public

Moved – Councillor Epiha/ **Seconded** – Councillor Lemon

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

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date report can be released
7.	Chair introduction	<i>Good reason to withhold exists under Section 7</i>	<i>Section 48(1)(a)</i>	Date of commencement of Proposed District Plan Notification
8.	Recap of District Plan Review process			Date of commencement of Proposed District Plan Notification
9.	Public consultation campaign snapshot			Date of commencement of Proposed District Plan Notification
10	Endorsement of the Proposed District Plan for public notification			Date of commencement of Proposed District Plan Notification

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

7-10	Maintain the effective conduct of public affairs through: (i) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section (5) applies, in the course of their duty; (ii) The protection of such members, officers, employees and persons from improper pressure or harassment.	Section 7(2)(f)
7-10	Prevent the disclosure or use of official information for improper gain or improper advantage.	Section 7(2)(j)

2. *That appropriate officers remain to provide advice to the Committee.*

CARRIED

The meeting moved to Public Excluded at 10.05am

The meeting reconvened in open meeting at 11.22am

Acknowledgements:

Councillor Alexander thanked all staff and consultants involved in the project and recognised all the work and effort involved.

Councillor Lemon thanked the Biodiversity Working Group which was made up of organisations as well as landowners who gave up their own time.

Councillor Pauling thanked and acknowledged Council, DPC, staff and Mahaanui Kurataiao. He also acknowledged the mihi in front of plan which he was proud to see.

Councillor Miller thanked staff and noted that it is now the Commissioners role to address feedback from the community.

Mr Matunga thanked staff as an individual and on behalf of Te Taumutu Rūnanga who he is here representing. Mr Matunga also acknowledged the work of Mahaanui Kurataiao.

Mayor Broughton thanked and acknowledged previous and present staff, he acknowledged a number of changes over the years in the project team and staff promoted to within.

Mayor Broughton closed the meeting with a karakia.

In accordance with Standing Orders we confirm the correctness of the minutes of the last District Plan Committee meeting.

DATED this day of 2020

CHIEF EXECUTIVE

MAYOR

REPORT

TO: Council

FOR: Council Meeting on 23 September 2020

FROM: Chief Executive

DATE: 10 September 2020

SUBJECT: **CHIEF EXECUTIVE'S REPORT**

RECOMMENDATION

'That Council:

- a) receives the Chief Executive's report for information;*
- b) endorses the Terms of Reference for the Westview Special Fund Committee; and*
- c) adopts the recommended changes to the Delegations Manual.'*

1. WESTVIEW SPECIAL FUND COMMITTEE

Attached to this document is the Terms of Reference for the Westview Special Fund Committee – which is a newly-established Committee of Selwyn District Council.

The Committee has responsibility for administering a fund which was established following the sale of land in Darfield with the mandate being to distribute to funds to the township of Darfield for appropriate projects.

The Terms of Reference set out the purpose and objectives of the Committee, its membership, and the project selection guidelines for use of the fund.

At today's meeting, Councillors will be asked to endorse the Terms of Reference of the Westview Special Fund Committee which have already been adopted by the Malvern Community Board.

The first meeting of the Committee is scheduled to be held in mid-October 2020. Letters have been written to both the Darfield Township Committee and the Darfield Recreation and Community Centre Management Committee asking them to nominate their members to the Committee.

2. PUBLIC CONSULTATIONS & SURVEYS

Council currently has a number of surveys and consultations underway which we are seeking community and stakeholder feedback on. These are set out below.

2.1 Public Consultations and surveys currently underway

Rolleston Community Town Centre Consultation

Council is seeking community feedback on proposed changes to the design and layout of the Rolleston Town Centre with consultation now having opened on proposed changes to roading, pedestrian areas and car parks. The main change suggested is removing the planned extension of Wordsworth Street, which would have run through the town centre.

This will improve pedestrian access across the town centre and encourage reduced speeds. In addition, feedback has been that the street created a divide in the town centre which would have seen pedestrians dispersed either side of the road.

The consultation will also cover the planned one-way entry from Tennyson Street, entry to the town centre car park from Rolleston Drive and Tennyson Street and pedestrian walkways through car parks.

Pedestrian access is an important part of the town centre design, to make it a space that will be accessible and welcoming for everyone in the district.

The new library, Te Ara Ātea, will act as a hub alongside the town square and there will be dedicated areas focused on providing activities and access for young people and those with a range of abilities.

The first stage of the project is progressing with Tennyson Street being upgraded and Te Ara Ātea under construction and due for completion in mid-2021.

Residents are encouraged to give their feedback by visiting <https://yoursay.selwyn.govt.nz/rolleston-town-centre-design-and-layout1> or they can pick up a form from any of the Selwyn Libraries, or the Council Offices in Rolleston. Public feedback closes at 5pm on Monday 5 October 2020.

Council looks forward to residents engaging in this consultation process - the outcome of which will significantly shape the Rolleston Town Centre for the future.

Rolleston Community Town Centre – Rolleston Reserve Development Special Consultative Procedure

Selwyn District Council is seeking community feedback on the proposed design and layout for the redevelopment of Rolleston Reserve.

The proposed changes to the reserve are part of the wider Rolleston town centre project. Work on the town centre is already under way, with Tennyson Street being upgraded and construction of Te Ara Ātea making good progress.

Over the past year Council has been consulting with the community about options for the reserve redevelopment. Based on this consultation four distinct areas across the reserve to create spaces that the whole community can use and enjoy are being proposed. These are:

- Youth space
- Sensory space
- Green space (passive reserve space)
- Supporting pedestrian links and infrastructure

The reserve car park has been created which includes 76 car spaces including accessible spaces as well as provision for bus parking.

Residents are encouraged to give their feedback by visiting <https://yoursay.selwyn.govt.nz/rolleston-town-centre-rolleston-reserve-development>, or alternatively, a submission form can be downloaded from Council's website, or collected from the Council offices or any Selwyn District Council Library or Service Centre.

Public hearings on submissions to this consultation will be heard by the Council in November, if required. Public submissions close at 5pm on Wednesday 21 October 2020.

Rural Water Supply Water Allocation Survey

Ahead of the 2021-31 Long-Term Plan, Council is wanting to better understand the future capacity requirements of the rural water supplies.

Council would like to hear from residents / landowners if they would - in the future - like additional water units for either stock, subdivision or winter grazing units. Council also wants to hear from residents / landowners as to whether the allocation of water to properties is greater than is used and if owners would like to relinquish units to reduce the annual charge payable.

If landowners indicate that they would like to reduce the number of units held, Council staff will contact owners to explain the process to which there is no obligation.

Information will be used by Council to plan towards providing for growth in the rural water supply in the Long-Term Plan.

A quick survey can be undertaken by visiting <https://yoursay.selwyn.govt.nz/rural-water-supply-capacity> and following the instructions given. Interested parties must complete the survey by 4 October 2020.

Water Race Survey

Ahead of the 2021-31 Long-Term Plan (LTP), Council is wanting to better understand the desire, of users, for the water race to remain open as a source of stock water. With many water races closing and the resulting reduction of paying users, Council would also like to understand the continued willingness to pay for this service.

Currently properties are charged an annual fee of \$327 + \$18.50 per hectare. Information will be used by Council to guide the options presented in the LTP for the future of the water race network.

A quick survey can be undertaken by visiting <https://yoursay.selwyn.govt.nz/water-race-survey> and following the instructions given. Interested parties must complete the survey by 4 October 2020.

2.2 Upcoming Public Consultations

Council would also like to inform our residents of some items which will soon be out for consultation. These include the following:

Proposed District Plan Review

Following the initial delay of the notification in the middle of this year due to the COVID-19 pandemic, Council can now confirm that it expects to notify the Proposed Selwyn District Plan for formal public consultation in early October. The consultation period will last eight weeks (end of November 2020).

More detail on the public consultation will be available at the time of the notification. In the meantime, to stay up to date with the District Plan Review work, residents and interested stakeholders are able to keep an eye on Council's website and sign up for future updates at <https://yoursay.selwyn.govt.nz/register>.

Pre Long-Term Plan 2021-2031 Consultation

Every three years, councils in New Zealand prepare a Long-Term Plan (LTP), which sets out the Council's work programme for the coming 10 years, including any major new projects or changes planned during this period. It also provides financial details on how the work programme will be funded and the impact on ratepayers.

Consultation will be supported by a core Consultation Document and a range of engagement activities as well as formal submission processes.

- Formal consultation on the LTP will take place in April 2021
- Public hearings will be held in May 2021
- The final LTP will be adopted by the Council in June 2021

To help inform the process of identifying projects and developing priorities and funding strategies, the Council has proposed to undertake a phase of informal (non-statutory) pre-consultation engagement with the Selwyn community. Some council departments will also be undertaking function-specific early engagement to inform LTP planning.

Council is proposing to hold a community workshop in the last week of September to enable us discuss issues in depth with a representative sample of residents, to identify consistent themes, concerns, issues, directions or questions. This would be followed up by an online survey in late October to test these findings across a wider sample of the Selwyn population.

Animal Bylaw Consultation

Selwyn residents will have a further opportunity to give their views on the keeping of animals in towns following Council agreeing at its 9 September 2020 Council meeting to consult on the draft Bylaw for Keeping Animals, Poultry and Bees, which would define the rules around keeping animals in urban areas.

The bylaw will set standards for the keeping of non-domestic animals, poultry and bees, to protect the public from nuisance, address public health and safety and protect indigenous wildlife. The Bylaw includes specific clauses relating to the keeping of stock, poultry, bees

The Council decided to remove a provision for the regulations of cats, including mandatory microchipping and de-sexing of all cats, but welcomes submissions on those issues as part of the consultation process.

The consultation period will run from Monday 5 October to Friday 6 November and hearings will be held at the end of November 2020.

Upper Selwyn Huts Consultation

Recently staff have forwarded a letter containing further background information to licence holders at Upper Selwyn Huts. Council is also preparing financial information at the request of some licence holders.

Council is proposing to hold an open day with licence holders in the next four to six weeks, following further consideration of Council's three waters delivery plan.

3. ELECTRIC VEHICLE CHARGING STATION CONSTRUCTION BEGINS

Construction of new electric charging stations is due to begin next week in Arthur's Pass and Castle Hill. The new stations are due to be completed by the end of this month, depending on the weather.

Two new parks will be built on the roadside near the Castle Hill Community Hall and tennis court area and two carparks will be converted in the Council owned car park opposite the Department of Conservation offices on State Highway 73. Access to the carpark will be maintained, but four parks will be unavailable during construction.

These are the first of six Council sites across the district where Orion and ChargeNet will be installing charging stations.

4. CHANGES TO THE DELEGATIONS MANUAL

There have been a number of matters to attend to within the staff delegations manual. Additionally there are a few purely administrative changes, which I am bound to inform Council of. These are set out below.

Environmental And Regulatory Services

Firstly there was a recent change management process in the planning department to amalgamate the Resource Consent Administrator, Subdivision Officer and Development Contributions Assessor in to one role. These roles now fall under the title of Resource Consents Technical Advisor. Rachel Sugrue and Sofia Maliau have had their titles amended accordingly.

Secondly we are correcting the Principal Advisor Resource Consent role which was not referred to correctly in the Delegations Manual, as well providing this role the delegation under RS-205, RS-206 delegation.

RMA – ~~RESOURCE CONSENTS ADMINISTRATOR, SUBDIVISION OFFICER, DEVELOPMENT CONTRIBUTIONS ASSESSOR,~~ RESOURCE CONSENT TECHNICAL ADVISOR, TEAM LEADER RESOURCE CONSENTS, PRINCIPAL ADVISOR RESOURCE CONSENTS ADVISOR, RESOURCE MANAGEMENT PLANNERS AND SENIOR PLANNER **RS-206**

Pursuant to the provisions of Section 34A of the Resource Management Act 1991 (“the Act”), and Clause 32, Schedule 7 of the Local Government Act 2002 and subject to the conditions below, the Council, through its CEO, delegates the functions, powers and duties listed in the following Schedule, to the ~~Resource Consents Administrator,~~ **RESOURCE CONSENT TECHNICAL ADVISOR**, Team Leader Resource Consents, Principal **ADVISOR** Resource Consents Advisor, Resource Management Planners, ~~Subdivision Officer~~, and Senior Planner.

RMA – ~~GROUP MANAGER ENVIRONMENTAL AND REGULATORY SERVICES MANAGER, PLANNING MANAGER, TEAM LEADER RESOURCE CONSENTS, SUBDIVISION OFFICER AND DEVELOPMENT CONTRIBUTIONS OFFICER~~ AND RESOURCE CONSENT TECHNICAL ADVISOR **RS-208**

Pursuant to Clause 32a of Schedule 7 of the Local Government Act 2002 and Section 34A of the Resource Management Act 1991 as the case may be the Council delegates to execute on behalf of Council the functions, powers and duties listed in the following schedule to any two of the following: the **GROUP MANAGER** Environmental **AND REGULATORY** Services Manager, Planning Manager, Team Leader Resource Consents, ~~Subdivision Officer, Development Contributions Assessor~~ **AND RESOURCE CONSENT TECHNICAL ADVISOR**.

RMA – ENFORCEMENT OFFICERS**RS-209**

RACHAEL MARGARET CARRUTHERS	JOHN HANSEN CHRISTENSEN	WENDY ANN GALLAGHER
TIMOTHY JOHN HARRIS	ROSANNE KATHRYN FLYNN	EILISH ROBINSON- KELLY
NATALIE HALL- BARLOW	SUSAN NICOLA ATHERTON	IAN ALASTAIR SHAW
ROBERT JOHN TURNER	RACHEL SUGRUE	ANDREEA MONICA WILSON
CHARLOTTE RONA SCOTCHBROOK	JULAINA AMANDA DALY	BENJAMIN RHODES
LEIA MANEWELL	CRAIG RICHARD SMITH	WILLIAM CHARLTON
RICHARD WILLIS BIGSBY	SIMON PAUL THOMPSON	SOFIA MAILAU
JOANNA AIMEE TEKURA VAN DEN BERG	TIFFANY LISA PEARD	NATASHA MOANA- MARIE BROWN
RYAN MICHAEL MAYES	EMMA LARSEN	OLIVIA ROBERTSON
LAUREN PAIGE VARCOE		

RMA – TEAM LEADER RESOURCE CONSENTS, PRINCIPAL **ADVISOR
RESOURCE CONSENTS ADVISOR AND SENIOR PLANNER****RS-204**

Pursuant to the provisions of Section 34A and Section 38 of the Resource Management Act 1991 (“the Act”), and subject to the conditions below, the Council, through its CEO, delegates the functions, powers and duties listed in the following Schedule, to the Team Leader Resource Consents, Principal **ADVISOR** Resource Consents ~~Advisor~~, and Senior Planner.

RMA – RESOURCE MANAGEMENT PLANNERS, STRATEGY AND POLICY PLANNERS, TEAM LEADER STRATEGY AND POLICY, TEAM LEADER RESOURCE CONSENTS, **PRINCIPAL ADVISOR RESOURCE CONSENTS, SENIOR PLANNER AND COMPLIANCE OFFICERS** **RS-205**

Pursuant to the provisions of Section 34A and Section 38 of the Resource Management Act 1991 (“the Act”), and subject to the conditions below, the Council, through its CEO, delegates the functions, powers and duties listed in the following Schedule, to the **RESOURCE MANAGEMENT PLANNERS, STRATEGY AND POLICY PLANNERS**, Team Leader Strategy and Policy, **TEAM LEADER RESOURCE CONSENTS, PRINCIPAL ADVISOR RESOURCE CONSENTS**, ~~Resource Management Planners, Strategy and Policy Planners and Senior Planner~~ **AND COMPLIANCE OFFICERS**.

BUILDING ACT – PLANNING

RS-102

- **PLANNING MANAGER,**
- **TEAM LEADER RESOURCE CONSENTS,**
- **RESOURCE MANAGEMENT PLANNERS**
- **STRATEGY AND POLICY PLANNERS**
- **TEAM LEADER STRATEGY AND POLICY**
- **SENIOR PLANNER**
- **PRINCIPAL **ADVISOR** RESOURCE CONSENTS ADVISOR**
- **ASSISTANT RESOURCE MANAGEMENT PLANNER**

1. Pursuant to the provisions of Section 232 of the Building Act 2004 and Clause 32 of Schedule 7 of the Local Government Act 2002 and subject to the conditions attached hereto, the Council through its CEO, delegates to the Planning Manager, Team Leader Resource Consents, Resource Management Planners, Strategy and Policy Planners, Team Leader Strategy and Policy, Senior Planner, Principal **ADVISOR** Resource Consents-Advisor, **ASSISTANT RESOURCE MANAGEMENT PLANNER** such of its functions, powers and duties under the Building Act 2004 as are listed in the schedule hereto.

Corporate Services

MD102 - EXPENDITURE AUTHORITIES

	MAXIMUM VALUE OF FINANCIAL COMMITMENT FOR THE OFFICER
Group Manager Organisational Performance (replaces Group Manager Corporate Services)	Up to the budgeted figure in the Council's Annual Plan or LTP.



David Ward
CHIEF EXECUTIVE



WESTVIEW SPECIAL FUND COMMITTEE

Terms of Reference Adopted on 27 July 2020

To be reviewed in October 2022

The Westview Special Fund Committee is a Committee of Selwyn District Council.

The Committee has responsibility for administering a fund which was established following the sale of land in Darfield with the mandate being to distribute to funds to the township of Darfield for appropriate projects.

The purpose of the Terms of Reference is to assist the Council to discharge its responsibilities to the Westview Special Fund Committee. To allow it to undertake these responsibilities, the Committee may request information and reports from staff on matters relating to its purpose via the Chief Executive.

The existence of the Committee does not remove from Council, any of its legal obligations or responsibilities.

As the Fund Committee is not a Council Controlled Organisation of Council, it does not hold a separate legal status and therefore does not fall under separate legal obligations.

Investment Statement

Funds are to be invested and managed by Selwyn District Council, and the capital and the interest accounted for separately in the Selwyn District accounts. Interest is to be deposited into a separate account as it falls due.

The Fund however is subject to the same regulations and laws due to its handling of public money. This includes, but is not limited to Conflict of Interests and Disclosure of Interest, and the requirement to exercise financial prudence.

Objectives of the Committee

The Committee will consider opportunities available for the expenditure of funds on projects undertaken for the benefit of the Darfield Community.

Committee members will use their best endeavours to identify appropriate projects, undertake feasibility and due diligence where required, prepare a business case, and assess the economic, environmental, social and cultural benefits associated with each potential project, with the assistance of appropriate Council staff.

The Committee will inform the Darfield community of its intended project investments, financial commitment, timeframes, and future use opportunities.

The Committee will consider input from the community to intended projects before it formally approves any funding.

Project selection guidelines

The following set out the project selection guidelines:

- Projects are to be advertised for in March each year. Applications are to be sent in writing and to include as much detail as possible. Project nominees are to be present personally to the funding committee. Applications will be accepted from people who reside outside the Darfield Township area.
- Projects are to be of social, economic, cultural or environmental benefit to the people of Darfield. Projects do not necessarily need to be based in Darfield as long as there is a demonstrable benefit to the people of Darfield.
- Projects that are the responsibility of Selwyn District Council or Government to fund will not normally be considered e.g. playground maintenance, footpath maintenance, reserve projects etc. However projects that lift a Selwyn District Council or Government-funded project to a level of increased benefit for the people of Darfield could be considered for assistance.
- Projects that are eligible to be funded from another funding source e.g. special events, arts and music events, will not normally be considered.
- Eligible projects will be prioritized and costed before a final decision to fund is made. The funding committee is under no obligation to expend all of the funding in any given year.
- Funds not used will be accumulated.
- Larger projects may be funded over two or more years.
- Prioritised projects do not need to be resubmitted in subsequent years.
- A list of funded projects to be publicly notified each year by the Darfield Township Committee.

Committee Membership

The number of members of the Subcommittee shall be no less than seven. A quorum of members shall be four.

The membership of the Westview Special Fund Committee shall be as follows:

- Two Ward Councillors (for a three-year term)
- Two Malvern Community Board members from the Hawkins Subdivision (for a three-year term)
- Two members of the Darfield Township Committee (for a three-year term)
- One member of the Darfield Recreation and Community Centre Management Committee (for a three-year term)
- A Darfield-based independent member appointed through selection by the other members (for a three-year term).

The Committee shall be assisted by a Selwyn District Council staff member who will provide administrative and secretarial services.

The Ward Councillors are appointed for the full term of each election triennium. All other members are appointed on a three-year basis by their respective Committees, no later than 31 October.

The independent member is to be appointed following a public registration of interest process. The appointment of this person will be for three years from 31 October and will be appointed through selection by other members of the Committee.

Meeting Schedule

The Committee will meet at least quarterly, but may choose to meet on a more frequent basis.

The meeting schedule will be determined by the members prior to the commencement of each calendar year with additional meetings scheduled as needed.

Project Management

The Westview Special Fund Committee will appoint a project manager for each project, either to oversee the project or to be actively involved, after discussion with Selwyn District Council.

Health and Safety

All members of the Committee must adhere to the health and safety requirements of Selwyn District Council as determined by the Health and Safety at Work Act 2015.

Reporting

The Chair will formally report to Council and Malvern Community Board, any matters of significance that have been brought to the attention of the Committee.

The Chair will formally report on a quarterly basis to Council, and the Malvern Community Board details on the performance of the Fund and its current financial status. The minutes of any meetings will be sent through to the Malvern Community Board Secretary for inclusion in the Board agenda papers.

REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Strategy and Policy Planner, Rachael Carruthers

DATE: 10 September 2020

SUBJECT: PARTIAL REMOVAL OF DESIGNATION ME14 FROM SELWYN DISTRICT PLAN

RECOMMENDATION

‘That, pursuant to s182 of the Resource Management Act 1991, the Selwyn District Plan be amended by amending designation ME14 Springston Primary School, designated for Education Purposes (Early Childhood and Primary School) and situated at Leeston Road, Springston, by:

- 1. Amending the legal description to Lot 1 DP 550790 and Lot 2 DP 550790, to reflect an updated survey; and*
- 2. Removing the designation over Lot 2 550790 (Record of Title 950362); and*
- 3. Removing the designation over Part Lot 7 DP 11913 (Record of Title CB701/82); and*

That the Proposed District Plan be consequentially amended by amending proposed designation MEDU-14 to reflect the amendment to ME14’.

1. PURPOSE

Selwyn District Council as territorial authority has received notice from the Minister of Education as requiring authority under s182(1) of the Resource Management Act 1991 (the Act) that it no longer requires part of designation ME14.

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

Section 182(2) of the Act requires that, as soon as reasonably practicable after receiving a notice under subsection (1), the territorial authority shall, without using the process in Schedule 1, amend its district plan accordingly.

On this basis the matter is considered to be of **low** significance.

3. HISTORY/BACKGROUND

Springston Primary School is designated by the Minister of Education for Education Purposes (Early Childhood and Primary School) and is situated at Leeston Road, Springston. The designated site contains the school and a dwelling. The Minister no

longer requires the dwelling and now proposes to dispose of it. As such, the designation over this area of the site needs to be removed.

In order to facilitate the disposal of the dwelling, the site has been resurveyed, and so the designation needs to be updated to reflect the updated legal description.

In undertaking this process, it was discovered that the current designation also extends in error over part of a neighbouring residential property (12 Leeston Road). 12 Leeston Road does not form part of the school, is not owned by the Crown, and is not required for education purposes. The Minister therefore wishes to also remove this part of the designation.



Attachment 1 contains the Minister's notice and the updated records of title for Lots 1 and 2 DP 550790.

Section 182 of the Act sets out the process to be followed where a requiring authority no longer wants a designation or part of a designation. The process is:

- The requiring authority, (in this case, the Minister of Education), gives notice in the prescribed form to:
 - the territorial authority concerned; and
 - every person who is known by the requiring authority to be the owner or occupier of any land to which the designation relates; and
 - every other person who, in the opinion of the requiring authority, is likely to be affected by the designation (s182(1)).

- As soon as reasonably practicable after receiving such a notice, the territorial authority shall, without using the process in Schedule 1 (which sets out the process for preparing, changing and reviewing policy statements and plans), amend its district plan accordingly (s.182(2)).
- The provisions of Schedule 1, including public consultation, do not apply to any removal of a designation or part of a designation under s182(3).
- Where Council considers the effect of the removal of part of a designation on the remaining designation is more than minor, it may, within 20 working days of receipt of the notice, decline to remove that part of the designation under s182(5).

4. PROPOSAL

The Group Manager, Infrastructure and Advisory Services, Ministry of Education, acting under delegated authority from the Minister of Education, has served notice in the prescribed form that part of the designation is no longer required and that it is to be removed from the Selwyn District Plan as a designated site.

In order to facilitate disposal of the surplus land the site has been resurveyed, and so the description of the remaining designation needs to be updated to reflect this. The designation also needs to be updated to remove the designation over adjoining land that is not part of the school.

A consequential amendment to designation MEDU-14 of the Proposed District Plan is also required, so that the proposed designation matches the operative designation.

No person is considered by the requiring authority to be likely to be affected by the partial removal of the designation.

5. OPTIONS

1. That designation ME14 be removed from Lot 2 DP 550790 and Part Lot 7 DP 11913 in accordance with the requirements of s182 of the Act, with consequential amendments to designation MEDU-14 in the Proposed District Plan. This is the recommended option.
2. That Council decline to remove designation ME14 from Lot 2 DP 550790 and Part Lot 7 DP 11913. Council can only do this if it considers that the effect of the partial removal on the designation would be more than minor.

In this instance, the proposed partial removals are of discrete areas of the site and the adjoining site that are used for residential purposes, rather than for the activities of the school. As such, it is considered that the effect of the removal on the remainder of the designation would be less than minor, and so it is not appropriate for Council to decline the partial removals.

6. VIEWS OF THOSE AFFECTED / CONSULTATION

Section 182 of the Act does not provide for any form of consultation. The consultation procedures of Schedule 1 explicitly do not apply to the removal of a designation, and

the requiring authority is the only party who can make a decision about who is considered affected.

(a) Views of those affected

There is no scope under the Act for Council to consider any person affected by this proposal.

(b) Consultation

There is no scope under the Act for Council to undertake any consultation in relation to this proposal.

(c) Māori implications

There is no scope under the Act for Council to consider implications for Māori in relation to this proposal.

(d) Climate Change considerations

There is no scope under the Act for Council to consider climate change in relation to this proposal.

7. FUNDING IMPLICATIONS

The cost of staff time associated with the removal of a designation is charged to the requiring authority on a time and cost basis. There are no other funding implications.



Rachael Carruthers
STRATEGY AND POLICY PLANNER

Endorsed For Agenda



Tim Harris
GROUP MANAGER ENVIRONMENTAL AND REGUALTORY SERVICES

**NOTICE TO SELWYN DISTRICT COUNCIL
OF REMOVAL OF DESIGNATION UNDER
SECTION 182 OF THE RESOURCE MANAGEMENT ACT 1991**

1. I, Brian Mitchell, Group Manager, Infrastructure and Advisory Services, Ministry of Education, acting under delegated authority from the Minister of Education, hereby give notice that I no longer require the following designation:

Springston School Teacher's Residence at 14 Leeston Road, Springston

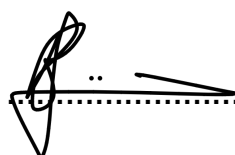
The property comprises an area of 0.1189 hectares more or less and is held as per below in one instrument.

0.1348 Lot 2 Deposited Plan 550790 (formerly Part Part Lot 7 Deposited Plan 11913
ha and Lot 24-26 Deposited Plan 16823) being all of the land held in Record of
Title 950362 Canterbury Land District and Part Lot 7 DP 11913 being all of the
land held in Record of Title CB701/82 Canterbury Land District

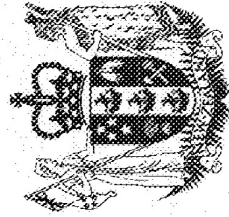
Designated for Education purposes (Early Childhood and Primary School (Designation ME 14 Map109)

2. I now request the Selwyn District Council to amend its District Plan as required by Section 182 of the Resource Management Act 1991.

Dated at Wellington this ...11th..... day ofSeptember.....2020



Brian Mitchell
Group Manager, Infrastructure and Advisory Services
Ministry of Education



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**



R. W. Muir
Registrar-General
of Land

Identifier **950361**
Land Registration District **Canterbury**
Date Issued 24 August 2020

Prior References
CB727/86

Estate Fee Simple
Area 1.4791 hectares more or less
Legal Description Lot 1 Deposited Plan 550790
Purpose Public School

Registered Owners
Her Majesty The Queen

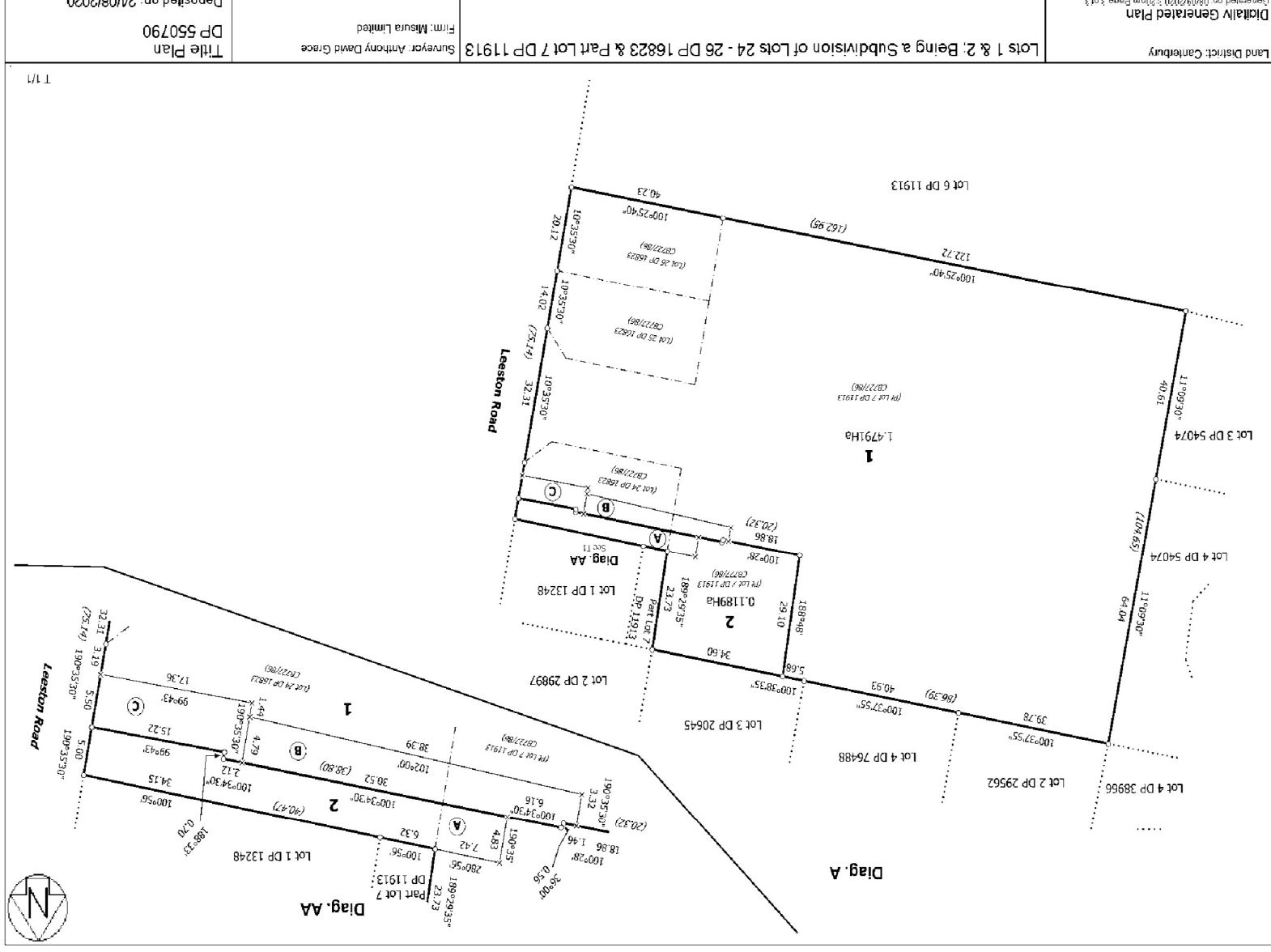
Interests

373256 Notice imposing Building Line and Hoardings Restriction - 19.2.1953 at 10.27 am
A423204.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) - 3.9.1999 AT 9.00 AM

Subject to a right to convey water, electricity and telecommunications over part marked B and C and right to drain water over part marked C all on DP 550790 created by Easement Instrument 11813868.2 at 1:26 pm

Appurtenant hereto is a right to drain water and sewage created by Easement Instrument 11813868.2 - 24.8.2020 at 1:26 pm

The easements created by Easement Instrument 11813868.2 are subject to Section 243 (a) Resource Management Act 1991





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**



R. W. Muir
Registrar-General
of Land

Identifier **950362**
Land Registration District **Canterbury**
Date Issued 24 August 2020

Prior References
CB727/86

Estate	Fee Simple
Area	1189 square metres more or less
Legal Description	Lot 2 Deposited Plan 550790
Purpose	Public School

Registered Owners
Her Majesty The Queen

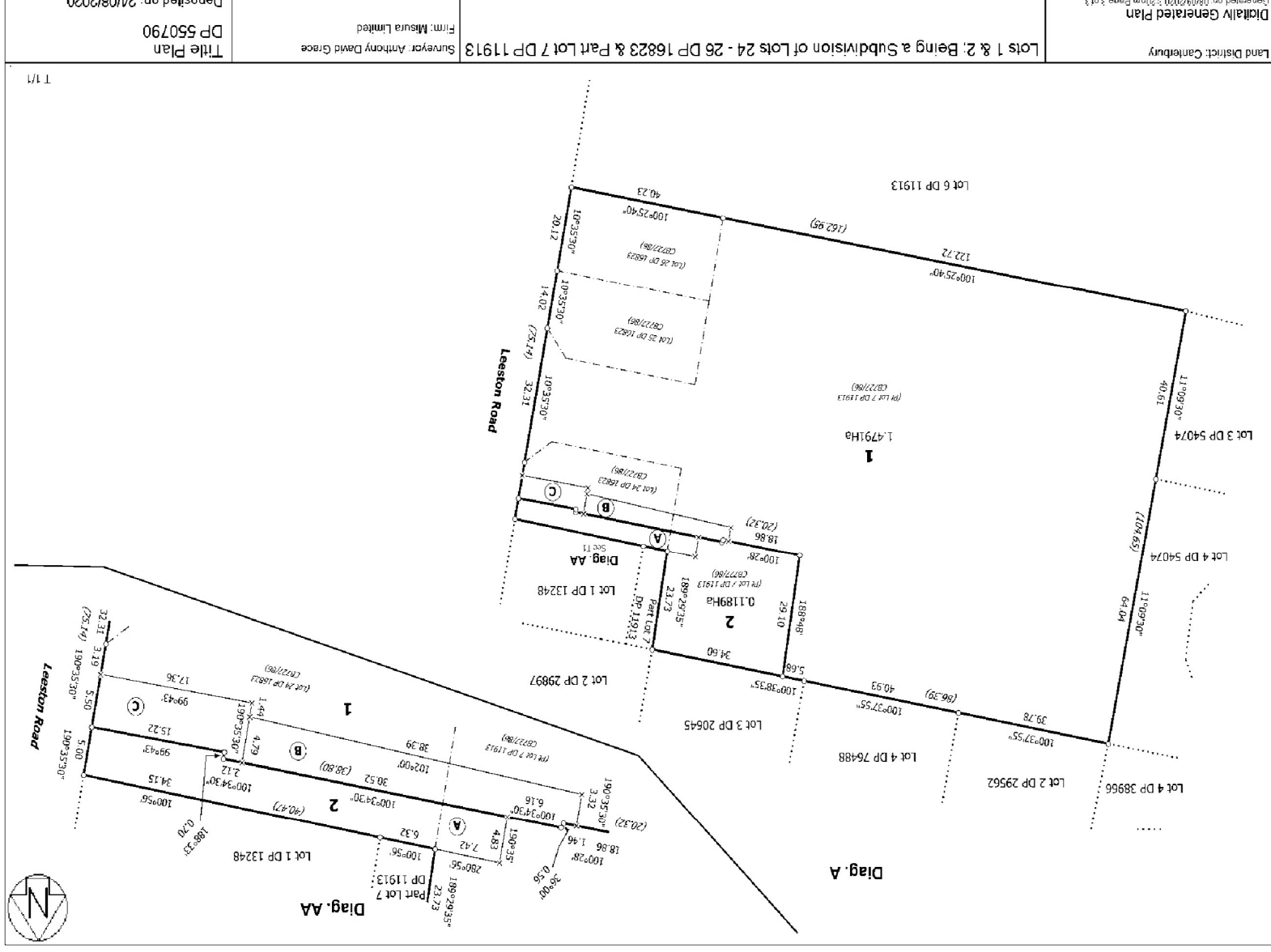
Interests

373256 Notice imposing Building Line and Hoardings Restriction - 19.2.1953 at 10.27 am
A423204.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) - 3.9.1999 AT 9.00 AM

Subject to a right to drain water and sewage over part marked A on DP 550790 created by Easement Instrument 11813868.2 - 24.8.2020 at 1:26 pm

Appurtenant hereto is a right to convey water, electricity, telecommunications and right to drain water created by Easement Instrument 11813868.2 - 24.8.2020 at 1:26 pm

The easements created by Easement Instrument 11813868.2 are subject to Section 243 (a) Resource Management Act 1991



REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Major Projects Property Manager

DATE: 10 September 2020

SUBJECT: NAMING OF FOSTER PARK INDOOR SPORTS FACILITY

RECOMMENDATION

“That Council:

- (a) Receives the report outlining the proposed naming of the indoor sports facility at Foster Park, Rolleston;*
- (b) Approves the recommended name for the facility being ‘Selwyn Sports Centre’.*

1. PURPOSE

To seek Council approval for an official name for the indoor sports facility currently under construction at Foster Park, Rolleston.

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

This issue and decision that is the subject of this report has been assessed against the Significance and Engagement Policy. Consideration of the criteria in Council's Policy has been made, particularly in respect to:

- the potential effects on delivery of the Council's policy and strategies;
- the degree to which the decision or proposal contributes to promoting and achieving particular community outcomes;
- the level of community interest in the proposal, decision or issue;
- the values and interests of Ngāi Tahu whānau, hapū and rūnanga, as mana whenua for the region.

The level of significance in respect to the issue is considered to be low due to the fact that all recommendations are within existing policy guidelines.

3. HISTORY/BACKGROUND

The indoor sport facility currently under construction at Foster Park is due for completion in late March 2021. Council's Community Services and Facilities team are about to embark on a marketing campaign targeting potential user groups for the facility.

Council is required to formally approve an official name for the facility.

4. PROPOSAL

Council staff have recognised a need to ensure this facility is viewed as a 'whole of region' facility as opposed to a 'Rolleston only' facility. It is clear that this indoor sports facility will be utilised by residents from across the Selwyn region. This regional pattern of utilisation is evident in the current Selwyn Aquatic Centre.

It is proposed that the facilities district status be recognised in part through the name approved for it (Selwyn).

The activity description for this facility is open to quite a wide choice. The name of the adjacent facility (Selwyn Aquatic Centre) provides some lead to narrowing the options available. The name needs to be kept simple and instantly recognisable.

It is proposed that the name of the new indoor facility be Selwyn Sports Centre.

Thus the 'Selwyn Aquatic Centre' and the 'Selwyn Sports Centre' have some synergy around their naming.

5. OPTIONS

While the use of the Selwyn brand made clear sense for a district-wide facility the activity description options are numerous. Outlined below are some of the options discussed prior to coming to the recommendation in this paper.

- Selwyn Arena
- Selwyn Stadium or Stadium Selwyn
- Selwyn Recreation Centre
- Selwyn Events Centre
- Selwyn Indoor Courts
- Selwyn Sports Centre

Each of the above options have varying levels of merit. In the end staff have opted to recommend a name (Selwyn Sports Centre) that recognises the dominant activity that is envisaged in the facility (sport) and has some synergy with the Aquatic centre name. The name does not instantly recognise that the facility will be available for non-sport activity. However none of the options investigated provided a 'cover all' in terms of activity descriptor. The 'Sports Centre' recommendation recognises the dominant use of the facility and any marketing material produced can identify the potential for the facility to be used for non-sport purposes.



John Reid
MAJOR PROJECTS PROPERTY MANAGER

Endorsed For Agenda



Douglas Marshall
GROUP MANAGER PROPERTY

REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Acquisitions, Disposals and Leasing Manager – Rob Allen
Acquisitions, Disposals and Leasing Officer – Kelly Bisset

DATE: 16 September 2020

SUBJECT: **Consent to Grant of Easements to Orion New Zealand Limited – 23 St John Street, Southbridge**

1. RECOMMENDATION

That Council:

- (a) *Approves the granting of easements to Orion New Zealand Limited for the conveying of electricity over Reserve 4918 being a Reserve held in trust for a site for a town council depot at 23 St John Street, Southbridge*
- (b) *Consent to the easement pursuant to Section 48(1) of the Reserves Act 1977, pursuant to a delegation from the Minister of Conservation dated 12 June 2013 under Section 10 of the Reserves Act 1977;*
- (c) *Approves that Orion New Zealand Limited cover all costs associated with completing this process;*
- (d) *Approves that the easement be at a nil consideration.*

2. PURPOSE

This report seeks approval from Council for easements in favour of Orion New Zealand Limited for electricity infrastructure installed on Council's Reserve held in trust for a site for a Council depot at 23 St John Street, Southbridge. The infrastructure was installed for Council's benefit, but also serves the wider network.

3. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

This matter has been assessed against the Significance Policy and the following is noted:

- The implications for the community is considered low in all respects
- The level of interest in the matter is not likely to be greater than minimal
- The site is not defined as a Strategic Asset.

4. HISTORY/BACKGROUND

At Council's request, Orion New Zealand Limited upgraded their infrastructure to have enough capacity for the St John Street water treatment plant. The infrastructure was installed on the land adjacent to the water treatment plant. Orion have requested that an easement be granted.

In the interests of the both the land owner and the utility asset owners, whether they are the same or different, it is also common practice to protect the rights and responsibilities of both parties via an easement.

This procedure was not completed in this instance as the electricity infrastructure was installed urgently, as required by the infrastructure group, for the water treatment plant. Approval is now required from Council as land owner of the property and also for the purpose of Section 48(1) of the Reserves Act 1977 pursuant to a delegation from the Minister of Conservation under Section 10 of the Reserves Act 1977 to complete the process.

Orion have confirmed they will bear all costs in this matter, although the upgrade was installed at Council's request as it also serves the wider network.

5. PROPOSAL

The proposal is that easements in favour of Orion New Zealand Limited over Reserve 4918 shown coloured highlighted in yellow on the plan attached at Appendix B be approved by Council.

An easement is a right to use the land of another without having the right to possession of that land. If approved the easements will be registered on the property title in perpetuity.

It is believed that the position of the services within the site, and any subsequent easements approved will not compromise any future plans for the site, including its use, development and modification.

The reserve across which the easement is to run is for the provision of a town council depot. The purpose of the reserve is more constant with provision of utilities. This reserve is well established and the effect of granting the easement to protect the current position will have no effect since the kiosk and subsurface cabling has already been installed. There has been confirmation that the attached plan accurately represents the location of these assets.

6. OPTIONS

(a) Approval to grant consent to the easements which formalises the existing position.

(b) Approval to grant consent to the easements is declined.

Option (a) is recommended. The benefit of registered easements is that Council has the opportunity to agree to the terms of the arrangement and the rights are registered

against the title so both Council as landowner and utility owners are aware of the location and use of the infrastructure.

7. VIEWS OF THOSE AFFECTED/CONSULTATION

(a) Views of those affected

The kiosk has been installed within the reserve, but as the reserve is held for a Council depot rather than a recreation reserve it is not regarded as permanently damaging the rights of the public in respect of the reserve. The installation of utilities within a reserve held for a Council depot is more consistent with its classification. However, consideration should be given in the future to reclassify as a utility reserve.

The presence of the subsurface utilities is not regarded as materially altering or permanently damaging either the reserve or the rights of the public in respect to the reserve.

On that basis it has been determined that notification or consultation in respect to this process is not required pursuant to the Reserves Act 1977.

(b) Consultation

The grant of the easements detailed in this report does not require public consultation as it is believed that it falls within the exemptions detailed in Section 48(3) of the Reserves Act 1977.

(c) Maori implications

Not applicable in this instance. An encumbrance is registered on the title relating to Ngai Tahu Claims Settlement Act. Consultation with Ngai Tahu would be required with any future disposal of the land.

(d) Climate change considerations

Whilst the utilities being installed increase the capacity of the network, it is expected that as new technologies emerge the infrastructure becomes more efficient and new renewable sources to generate power are developed.

Climate change predications indicate an increase in extreme weather patterns. The Climate Change Opportunities and Risks for Orion Report from July 2020, identifies that weather damage is the biggest physical risk to the network. Overhead infrastructure is susceptible to damage caused severe weather events. A more reliable network is created by relocating the transformer to ground level and installing subsurface cabling.

8. RELEVANT POLICY/PLANS

It is standard practice for services and utilities that do not align with the principal purpose of a reserve administered by Council to be subject to an easement

instrument. Registration of easements and covenants is also standard practice though not a requirement of Council Policy.

The physical services have been installed in accordance with the Selwyn District Council Code of Practice.

9. COMMUNITY OUTCOMES

The installation of utility services in the reserve does not compromise the community outcomes that the asset positively contributes to.

10. NEGATIVE IMPACTS

The negative impacts from this proposal are assessed as minimal.

11. LEGAL IMPLICATIONS

Pursuant to Section 10 of the Reserves Act 1977 the Minister of Conservation delegated to Territorial Authority's such powers functions and duties under the Reserves Act 1977 as set out in the delegation which included the power to consent easements pursuant Section 48 (1) of the Reserves Act 1977. The delegation was effective from 12 June 2013. This power cannot be delegated to individual officers of the council and must be made by Council resolution.

Section 48 (1) of the Reserves Act 1977 regulates the granting of easements over reserve land. Public notification is required unless it falls within the exceptions details in subsection 48(3) of that Act.

In this particular matter it is believed the exemptions apply as the reserve is not likely to be materially altered or permanently damaged by the installation of the services and the presence of easements, nor are the rights of the public in respect of the reserve likely to be permanently affected.

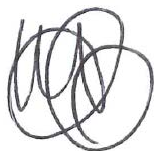
12. FUNDING IMPLICATIONS

In this instance it is proposed that the easement will be granted at nil consideration in view of the existing position:

- (a) surrounding landowners already enjoy the benefit of having existing utility connections; and
- (b) the very limited impact the utilities have on the accessibility and use of the reserve.

13. HAS THE INPUT/IMPACT FROM/ON OTHER DEPARTMENTS BEEN CONSIDERED?

In preparing this report further discussion took place with appropriate staff and no concerns were raised in proceeding with this proposal.



Kelly Bisset
ACQUISITIONS, DISPOSALS AND LEASING OFFICER



Rob Allen
ACQUISITIONS, DISPOSALS AND LEASING MANAGER

ENDORSED FOR AGENDA



DOUGLAS MARSHALL
MANAGER – PROPERTY AND COMMERCIAL

APPENDIX A

TITLE SEARCH – RESERVE 4918



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy**



Identifier CB777/38
Land Registration District Canterbury
Date Issued 26 November 1958

Prior References
DI 8C/S608

Estate Fee Simple
Area 8094 square metres more or less
Legal Description Reserve 4918
Purpose In trust for a site for a town council depot

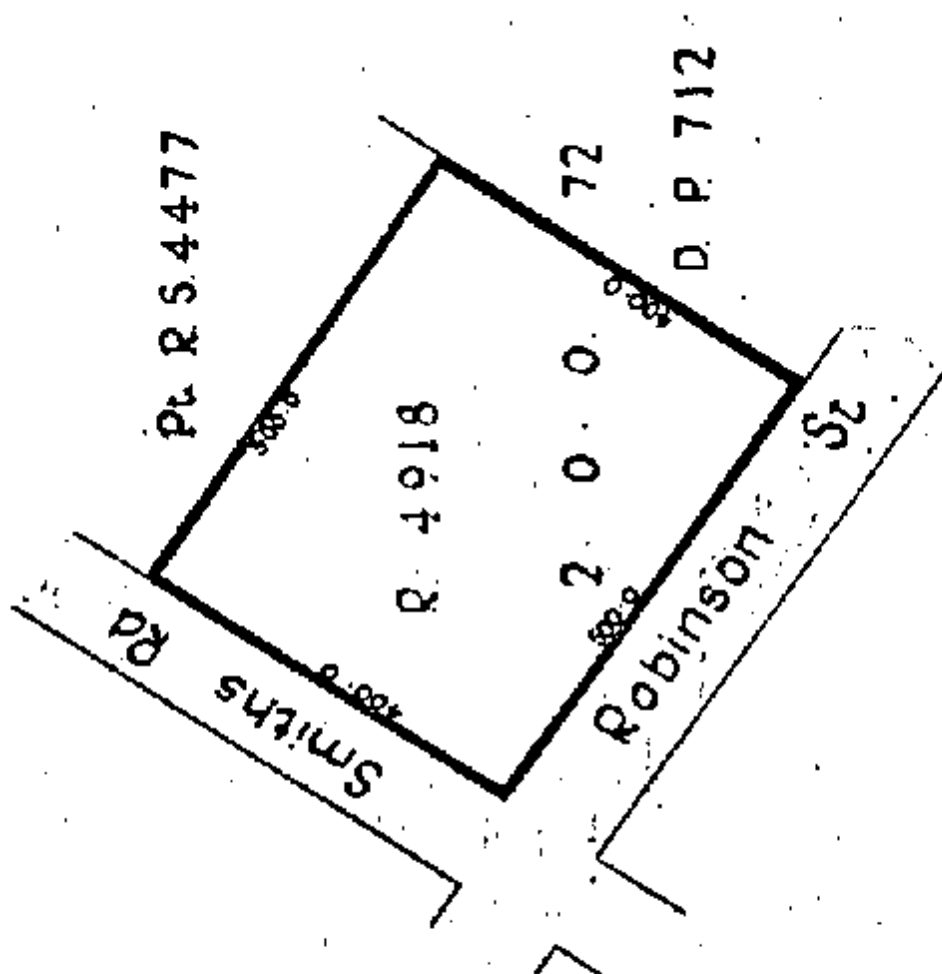
Registered Owners
The Southbridge District Council

Interests

A447943.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) - 1.3.2000 AT 9.00 AM

Identifier

CB777/38



APPENDIX B

AERIAL VIEW – 23 ST JOHN STREET, SOUTHBRIDGE



APPENDIX C

DRAFT FORM OF EASEMENT INSTRUMENTS

AGREEMENT TO GRANT ELECTRICITY EASEMENT IN GROSS

DATED this day of 2018 .

PARTIES

The Selwyn District Council (*noted on CB777/38 as The Southbridge District Council*) (Owner)

Orion New Zealand Limited (Orion)

BACKGROUND

- A. The Owner is the registered proprietor of the land situated in Canterbury being Reserve 4918 and comprised in Certificate of Title CB777/38 (Land)
- B. Orion have installed or will install Orion owned network assets (Equipment) on that part of the Owner's Land shown in the Schedule of Easements in Gross (Easement Area)

IT IS AGREED AS FOLLOWS:

1. The Owner will grant to Orion an electrical easement in gross by way of a registered Easement Instrument (Easement) over the Easement Area on the terms and conditions attached to this Agreement.
2. Orion will:
 - a. Arrange for a survey of the Easement Area to be undertaken immediately following installation of the Equipment; and
 - b. If survey of the Easement Area will trigger a requirement for any additional survey work to be undertaken to satisfy the requirements of the Canterbury Property Boundaries and Related Matters Act 2016, then arrange for that additional survey work; and
 - c. Pay all survey and legal expenses, including the Owner's legal expenses associated with the registration of the Easement and deposit of the survey plan depicting the Easement Area
3. The Owner will execute all documents necessary to allow registration of the Easement and deposit of the survey plan depicting the Easement Area.
4. Pending registration of the Easement Orion may, if required and at its own cost, register a Caveat against the Certificate of Title to the Land to protect Orion's interest in the Land until the Easement has been registered.
5. Once registration of the Easement has been completed Orion will, at its cost, register a withdrawal of the Caveat.

6. Orion and/or its authorised agents shall have the right to enter upon the Land from the date of this Agreement to commence and complete, with reasonable diligence, any work associated with the installation of the Equipment.
7. The Owner will not sell or otherwise transfer all or part of its estate or interest in the Land without first obtaining a Deed Poll from the purchaser or transferee under which the purchaser or transferee covenants in favour of Orion to be bound by and observe and perform to this Agreement, such Deed Poll to be in a form supplied by Orion. The Owner is responsible for all legal costs associated with the execution of the Deed Poll by the Owner and purchaser.
8. This Agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

SCHEDULE OF EASEMENTS IN GROSS			
Purpose	Shown	Servient Land	Easement terms
Right to Convey Electricity	A and highlighted in yellow on the attached Plan	Reserve 4918 (CB777/38)	Kiosk and underground cables

SIGNED by
the Owner

Name and Signature of Individual/Director/Authorised Signatory

Name and Signature of Individual/Director/Authorised Signatory

Owner's postal address:

Owner's solicitorof

Owner's solicitor's email address:

Owner's email address:

SIGNED by Orion

Name and Signature of Authorised Signatory

Orion's postal address: PO Box 13896, Christchurch 8141

Orion's email address: land.legal@oriongroup.co.nz

Orion's solicitor is judith.hudson@chapmantripo.com

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 ~~and/or Schedule Five of the Property Law Act 2007~~

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

[~~Memorandum number, registered under section 155A of the Land Transfer Act 1952~~]

the provisions set out in the Annexure Schedule hereto

Covenant provisions

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

The provisions applying to the specified covenants are those set out in:

[~~Memorandum number, registered under section 155A of the Land Transfer Act 1952~~]

Annexure Schedule

Annexure Schedule

Easement(s) or profit(s) à prendre rights and powers, including terms covenants and conditions

- 1 The Grantee shall have the full free and unrestricted right liberty and privilege for the Grantee from time to time and at all times hereafter to convey and transmit electric power and energy through under and along those parts of the said land marked on Deposited Plan ("the substation site") by means of an underground cable or cables and an electrical substation together with all associated machinery, plant, equipment and fittings now or hereafter laid, constructed, erected or installed on the substation site, and any cable or cables, electrical substation, machinery, plant, equipment and fittings in substitution therefor.
- 2 The Grantee by means of its employees servants agents contractors and workmen may enter upon the substation site and the adjoining land of the Grantor at any time by night as well as by day with or without vehicles plant equipment and implements for the purposes of laying, construction, erection, installation, inspection, maintenance, repair and/or replacement of the said underground cable or cables, electrical substation, machinery, plant, equipment and fittings of the Grantee so that the same may at all times be kept in good and efficient working order.
- 3 The Grantee may dig up and excavate the substation site for all or any of the said purposes and if necessary may deposit soil upon the Grantor's land adjoining the same provided always that all work shall be carried out expeditiously and on completion the surface of any land affected will forthwith be restored as nearly as possible to its former state and condition at the sole cost and expense of the Grantee.
- 4 In exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the Grantor's land and will except in case of emergency give reasonable notice to the Grantor of the Grantee's intention to carry out any works authorised hereby.
- 5 The Grantee shall at all times indemnify and keep indemnified the Grantor against all liability and possible risk arising out of the Grantee's exercise of rights hereby granted.
- 6 The Grantor will not do nor suffer nor permit to be done any act matter or thing whereby the Grantee's rights hereunder or any of the said cables, machinery, plant, equipment, fittings or electrical substation may be interfered with or affected and in particular (but not so as to restrict the generality of this clause) the Grantor will not construct erect place or plant nor suffer nor permit to be constructed erected placed or planted on the substation site any building structure tree or shrub.
- 7 In the case of any difference or dispute as to any clause matter or thing herein contained or implied or as to the construction thereof or in respect of the rights or liabilities of the parties hereunder the same shall be decided by a single arbitrator should the parties agree upon one otherwise by the arbitration of two disinterested persons one to be appointed by each party or by their umpire chosen by the arbitrators before reference to them of the difference or dispute and if either party shall neglect to appoint an arbitrator or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall proceed to final decision alone and every such arbitration shall be deemed to be a reference to arbitration under the Arbitration Act 1996 and any then subsisting amendment thereto or re-enactment thereof.

Cable Required
3c 35mm Al 11kV Cable Approx 25m
3c 120mm Al 400v Cable Approx 25m

Pump Cable supplied by Mairns Electrical

Selwyn District Council
30 St John Street
Southbridge

Date
8th March 2018Sheet
1 of 1

REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Planning Manager – Ben Rhodes

DATE: 11 September 2020

SUBJECT: **PLAN CHANGE 64 ROLLESTON – DECISION ON HOW TO CONSIDER THE PRIVATE PLAN CHANGE REQUEST RECEIVED FROM HUGHES DEVELOPMENTS LIMITED**

RECOMMENDATION

‘That, in respect to Plan Change 64 to the Operative Selwyn District Plan lodged by Hughes Development Limited, Council resolves to accept the request for notification pursuant to Clause 25 (2)(b) of the Resource Management Act 1991.’

1. PURPOSE

This report assesses the Hughes Development Limited (the applicants) plan change request (PC 64) against the relevant Resource Management Act 1991 (RMA) provisions.

This assessment has been provided to assist Council to make a decision on how to process the request. This is a mandatory decision that must occur within 30 working days of receiving the request and any subsequent additional information necessary to enable a reasonable understanding of what is being proposed.

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

This report does not trigger the Council’s Significance Policy. This is a procedural requirement of the RMA.

3. HISTORY/BACKGROUND

The PC 64 request was formally received by Council on 18 December 2019. PC 64 relates to land to the southwest of Rolleston and relates to two separate areas that flank the Faringdon South Special Housing Area as indicated on the aerial photograph in Figure 1 overleaf.

The request seeks to rezone approximately 82 hectares of land from Rural Inner Plains to a Living Z zone.



Figure 1 - Aerial photograph of site (Source: SDC Map Viewer)

The application was original lodged for consideration as a 'placeholder' while the proposed change to the Regional Policy Statement (RPS2019) was undertaken in response to the actions of the 'Our Space 2018-248 - Greater Christchurch Settlement Pattern Update - Whakahāngai O Te Hōrapa Nohoanga' document (Our Space).

The RPS2019 change is seeking to create a policy framework that will allow development to occur in areas adjoining Rolleston but outside identified 'greenfield' priority areas in the Regional Policy Statement (RPS). These development areas are identified in Our Space and referred to as Future Urban Development Areas (see Figure 2 overleaf).

The RPS2019 change would provide for development to occur when there was a capacity short fall identified through a Housing Capacity Assessment undertaken under the National Policy Statement on Urban Development Capacity (NPS-UDC). The applicant had lodged PC 64 to ensure that if, or when, there was an identified capacity shortfall they would be well placed to respond.

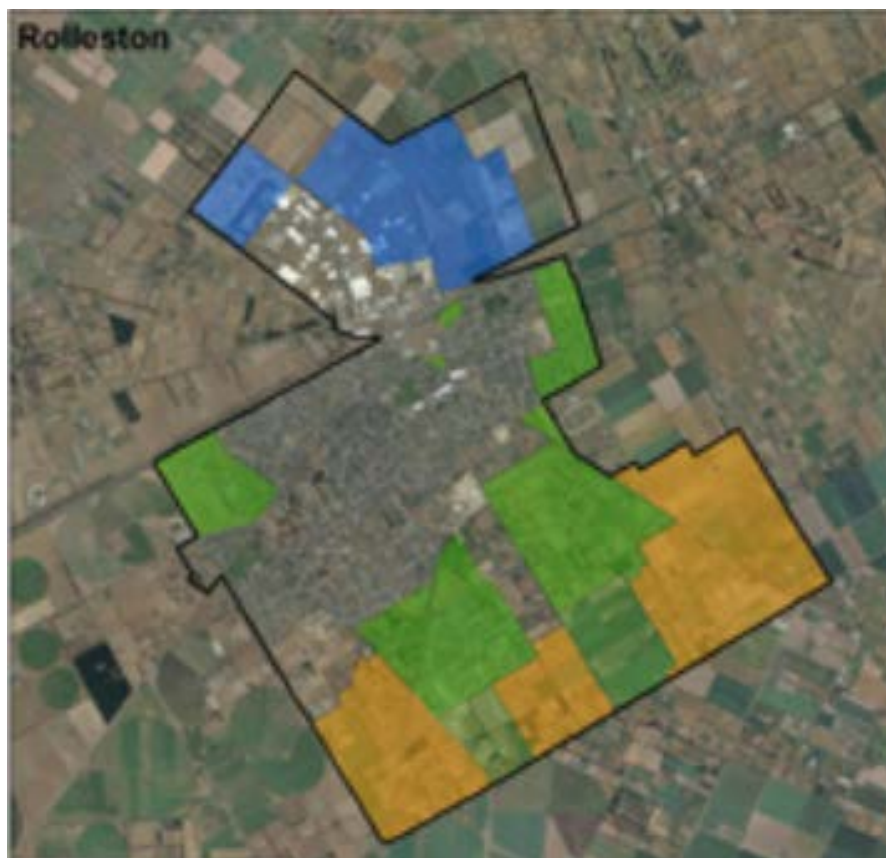


Figure 2 – Future Urban Development Areas identified in Orange (Source: Our Space)

Initially, for PC 64 to progress, the RPS2019 change would have to be completed and a capacity short fall identified. However, the government recently released the National Policy Statement on Urban Development (NPS-UD), an update on the NPS-UDC. This has provided a policy framework to allow developments providing 'significant capacity' to be accepted even when that development conflicts with the existing Regional Policy Statement direction. It is under the direction of the NPS-UD that the applicants have decided to proceed with PC 64. The direction of the NPS-UD is discussed further below in Sections 5 and 9.

Since lodgement, PC 64 has been reviewed in terms of the adequacy of the information provided. A Request for Further Information (RFI) was issued on 12 February 2020, with the applicants response received in full on 28 August 2020. The PC 64 request, along with the response to the RFI, has been peer reviewed.

Several amendments have been made to PC 64 in response to the RFI and in relation to giving effect to the NPS-UD. As part of the RFI response, the applicant has also included additional land that has been considered in the relevant technical reports.

PC 64 would largely adopt the provisions in the Operative District Plan but would seek to incorporate an Outline Development Plan (ODP) for the area, to provide guidance on lot size, reserves and the proposed location of key internal roads and connections. PC 64 also includes locations for neighbourhood centres in both locations.

Attachment 1 contains the proposed ODPs for PC 64. Access to the full request has been forwarded to Councillors and made available to members of the public on Council's website.

All the information necessary to understand the request has now been provided and that a decision can be made on how to process PC 64.

4. PROPOSAL

Any person may request a change to a District Plan and Council must consider that request. Under Clause 25 of the First Schedule to the RMA, Council must either reject, accept or adopt the request, or process it as a resource consent.

An assessment of each of these options is considered in the following section of this report.

5. OPTIONS

Option 1 – Reject the request

Under Clause 25(4), the grounds for rejecting PC 64 outright are that:

- a. That the request is frivolous or vexatious;

The content of PC 64 is not considered to be frivolous or vexatious. The request would have to be serving no serious purpose or value to be rejected on these grounds, which is not the case given the comprehensive nature of this plan change request.

- b. The substance of the request has been considered by the Council or the Environment Court in the last two years;

The substance of the request has not been considered within the last two years, either by Council or by the Environment Court.

- c. The request does not accord with sound resource management practice;

To fully determine if the request is of sound resource management practice, the merits of the application need to be assessed. PC 64 appears to accord with sound resource management practice as the area subject to PC 64 has been identified for urban development in the Rolleston Structure Plan and Our Space through the Future Urban Development Areas.

A key issue or ‘test’ for PC 64 to pass is the need for any district plan change to give effect to the higher order Regional Policy Statement (RPS). A coarse assessment of PC 64 shows that, for the most part, it can give effect to the RPS.

PC 64 does fail Policy 6.3.1 in that it is promoting an urban form beyond that identified in Map A of Chapter 6. This would, in normal circumstances, justify rejecting the plan change in whole.

However, with the introduction of the NPS-UD this consideration is not so straightforward. As outlined in Section 9 of this report the NPS-UD conflicts with RPS as it provides for ‘unanticipated’ or ‘un-sequenced’ development. In short, this provides an avenue for developments to be considered for processing even where there is a conflict with the RPS.

Given this conflict between the NPS-UD and the existing RPS Council received legal advice on how PC 64 could be considered in this circumstance. The advice outlined that Council need not rely on the RPS to reject a plan change under Clause 25 simply because the site of the plan change is outside of the 'greenfield' development areas identified on Map A of the RPS.

The NPS-UD policy of most significance is Policy 8. PC 64 claims to be in accordance with the NPS-UD Policy 8 and so should be accepted. As outlined in Section 9 below, it is agreed that the application is providing for significant capacity in line with Policy 8.

- d. The request would make the District Plan inconsistent with Part 5 of the RMA;

PC 64 is also broadly consistent with the provisions of Part 5 (Standards, Policy Statements and Plans) of the Resource Management Act 1991.

- e. The District Plan has been operative for less than two years.

The District Plan was made fully operative in May 2016, therefore the two year moratorium has lapsed.

Given the above, it is considered that with the direction of the NPS-UD and in the absence of any criteria on how to consider 'unanticipated' or 'un-sequenced' development in the RPS, that there are no sound reasons to reject PC 64 under the current set of circumstances.

Option 2: Adopt the Plan Change request

Under Clause 25(2)(a), Council may adopt the request, in whole or in part, as its own.

Adopting PC 64 means that the Council effectively takes over the plan change request so that it becomes a council-initiated plan change rather than a private plan change. Adopting PC 64 would imply that Council generally supports the proposal.

Council should only consider adoption if the change has a strategic benefit, a substantial community benefit, a cost element which might require negotiations to occur between the council and the applicant or involves a complex issue or a number of landowners that would benefit from Council coordinating the plan change process.

PC 64 proposes community benefit through positively impacting on the wider community economically (i.e. providing increased population, providing construction, and providing employment opportunities).

PC 64 may involve a cost to Council if the services (roading, water, sewer and stormwater) are ever vested in Council. This is likely to occur, in line with similar plan changes, and Council would be responsible for the operation and ongoing maintenance of the systems. Overall the cost to Council from any infrastructure vested would be minimal and in line with similar private plan change proposals.

PC 64 is not particularly complex and only involves one landowner.

The area subject to PC 64 is identified in Our Space as a Future Urban Development Area and in the Rolleston Structure Plan as a growth location. Therefore, it could be argued that PC 64 be a strategic benefit to Council. However, although the location of PC 64 is identified in relevant growth strategies there are a number of other locations identified in these documents as strategic growth areas that have also yet to develop. Without full consideration of other strategic locations in terms of timing and cost on the community and infrastructure it would not be appropriate for Council to adopt PC 64 and the costs associated with it.

There also remains a number of merit-based matters to consider at the substantive hearing stage, with the potential that other matters may be raised by interested parties through the submissions process. Adopting the request would result in Council having to fund the remainder of the process, thereby relinquishing the ability to recover costs from the applicant.

It is not recommended that the Council adopt the request for the above reasons.

Option 3: Accept the Plan Change

Accepting PC 64, under Clause 25(2)(b), would enable the plan change request to be publicly notified and for the request to be subject to the participatory processes provided under the RMA. This, in turn, would provide Council with a more informed understanding of the community's stance on this specific request.

Council retains the right to lodge submissions or further submissions to ensure there is sufficient scope to support amendments that may address any concerns with PC 64. No direct costs would be incurred by the Council or rate payers in accepting the request, although the preparation of any Council submission could not be on-charged.

As mentioned, in Option 1 above, PC 64 claims to be in accordance with the NPS-UD and can be accepted under Clause 25 even though its location is outside of the 'greenfield' development areas identified on Map A of the RPS. Given the assessment in the application, and at Section 9 below, the plan change accords with the NPS-UD and can and should be accepted for processing.

Accepting the plan change request is the recommended option under the current set of circumstances.

Option 4: Convert to a Resource Consent Application

The final option open to the Council is to process PC 64 as a resource consent.

While the request would largely rely on the existing provisions in the District Plan, the request also seeks to include an ODP for the area, to guide the consideration of future subdivision and land use applications. In the absence of content of this nature, any resource consent for subdivision or land use would be assessed against the generic provisions of the Operative District Plan, which do not provide the same level of focus or control.

Processing the request as a resource consent is not therefore considered appropriate.

Recommended Option:

Option 3, to accept PC 64 for further consideration, is recommended.

The consideration of the request at this stage is limited to a coarse scale assessment of the contents of PC 64 to ensure that the content and implications of the proposal can be generally understood and that the request is not in direct conflict with other planning processes and statutory instruments.

There are not considered to be sufficient grounds to reject the plan change request when assessed against the statutory powers available to Council under the RMA. Therefore the most appropriate course of action is to accept PC 64 for notification.

As the RMA affords the opportunity for the applicant to request changes to the District Plan, the recommended option to accept PC 64 for notification will enable the request to be publicly notified, submissions and further submissions received and for the substantive merits of the proposal to be considered at a public hearing.

Accepting the private plan change request for notification does not signal that Council necessarily supports the proposal. The opportunity remains for Council to recommend that the request be supported, amended or opposed at a later stage. The benefit in accepting the request is that public input can be received to inform the overall assessment of the merits of the proposal.

6. VIEWS OF THOSE AFFECTED / CONSULTATION

(a) Views of those affected

If the recommendation to accept the request for notification is adopted then the content of PC 64 will be subject to the statutory consultative provisions of the RMA where the opportunity for public involvement is mandatory. Council will be required to publicly notify PC 64 and serve notice on all directly affected parties and organisations who then have the opportunity to participate in the process.

(b) Consultation

The request identifies that the applicant has consulted with Selwyn District Council in preparing PC 64.

As outlined above, the recommendation to accept PC 64 will advance the request to the point where members of the public and interested parties can participate in the process through submissions, further submissions and the hearing.

(c) Iwi consultation

The applicants have carried out consultation with Te Ngāi Tūāhuriri Rūnanga and Te Taumutu Rūnanga through Mahaanui Kurataiao Ltd (MKT). No immediate concerns were raised through this process but it was requested the consideration was given to the following

- Any development should be undertaken in accordance with the Ngāi Tahu guidelines on subdivision development (outlined in the Papatūānuku chapter of the Mahaanui Iwi Management Plan;
- An Accidental Discovery Protocol for all earthworks, which is consistent with the Mahtani Iwi Management Plan, should be followed;

The outcome of this consultation is within the further information received on the Selwyn District Council website. In addition to this consultation further comment from Te Ngāi Tūāhuriri Rūnanga and Te Taumutu Rūnanga will be sought through the process including, submissions, further submissions and the hearing.

(d) Climate Change considerations

PC 64 has provided consideration of climate change, primarily through encouraging reduced greenhouse gas emissions by reducing the need for vehicle travel at local level.

The key methods addressing this are:

- Consolidated Urban Form. – PC 64 sits within Rolleston's infrastructure boundary and forms part of the Rolleston Structure Plan.
- Close proximity to Community Infrastructure – This includes Foster Park, Selwyn Aquatic Centre, two primary schools and a probable new secondary school. PC 64 also proposes two neighbourhood centres to provide for the convenience needs of local residents.
- Conducive to Mode Shift – PC 64 provides key transport linkages and connections to existing key transport routes and at 12 households per hectare is conducive to supporting future public transport. PC 64 also provides an extensive pedestrian and cycle network, with internal and external linkages

On a larger scale PC 64 supports reduced greenhouse gas emissions through supporting the growing employment base within Rolleston (eg Izone and Iport, Rolleston Town Centre). The provision of greater local housing options provides the ability of people to live near employment opportunities and increase Selwyn's self-sufficiency.

7. FUNDING IMPLICATIONS

If PC 64 is accepted for processing then the applicant is responsible for the costs associated with processing a private plan change request, with Council costs being recoverable. Council would be responsible for the cost of defending its decision should it be appealed to the Environment Court.

8. HAS THE INPUT/IMPACT FROM/ON OTHER DEPARTMENTS BEEN CONSIDERED?

The contents of the request, including relevant technical reports, were circulated to Council's Asset Managers for review. Comments received from the Asset Managers formed the basis of the RFI. The current version of PC 64 has been amended to reflect this input.

9. NATIONAL POLICY STATEMENT ON URBAN DEVELOPMENT

The NPS-UD was gazetted on the 23rd of July 2020 and came into effect on the 20th August 2020. This replaces the NPS-UDC and largely covers the same elements but provides some more flexibility, clarity, and integration with other council processes (e.g. LTP). The NPS-UD still requires capacity assessments to be undertaken and the development of a Future Development Strategy (eg Our Space) in a co-ordinated way.

As discussed earlier in this report the NPS-UD provides policy direction, in particular Policy 8, that supports the assessment of a significant development project even if it is 'unanticipated' or 'out of sequence' (un-planned). Policy 8 provides an avenue for urban plan change proposals to be considered even if located outside of Map A ('urban limits') identified in Chapter 6 of RPS.

The NPS-UD requires that Regional Councils identify criteria in the RPS to determine what is significant capacity that any given proposal would have to be considered against.

This criteria is being developed by Greater Christchurch Partnership local authorities but it is only at very early stages. In the absence of this criteria plan change proponents can apply, and rely, on the NPS-UD policy direction to have plan changes accepted even where they do not comply with Chapter 6 of the RPS.

The NPS-UD direction does not mean that every development providing capacity is appropriate and sufficient to meet the direction of the NPS-UD. In line with Policy 8 of the NPS-UD plan change proponents must demonstrate how a proposed development will add significantly to development capacity and meet the direction of the NPS. If this cannot be satisfactorily shown then the proposal can still be rejected.

PC 64, however is considered to be providing significant capacity for the following reasons:

- It contributes to well-functioning urban environment as it adjoins existing urban areas and is located inside the Rolleston infrastructure boundary and the Future Urban Development Areas identified in the Rolleston Structure Plan and Our Space respectively.
- It is well connected along existing transport routes, including Springston Rolleston Road, which is an arterial route. PC 64 also provides key transport linkages between the existing Housing Accord developments. It also provides for the continuation of the CRETS road through Faringdon (Shillingford Boulevard).
- The recent update to the Selwyn Capacity for Growth Model in June 2020 has identified a need for additional housing capacity of around 1400 households to meet medium term (10 years) supply for the Greater Christchurch Area of Selwyn. PC 64 provides for over 60% of this identified short fall.

- PC 64 provides for an additional 930 dwellings, this approximately represents:
 - o 15% more dwellings than currently exist in Rolleston.
 - o 10% more dwellings than currently exist and could be provided in existing zoned land in Rolleston
 - o 30% increase in capacity beyond what could be provided in existing zoned land in Rolleston.
- Provides for two neighbourhood centres that support the proposed residential development in conjunction with the existing centre network.

It should be noted that while the NPS-UD has enabled increased ability for private plan change requests to be accepted, the NPS-UD is not intended to override or replace the consideration of environmental effects that occurs through a plan change process.

PC 64 will need to be considered on its merits, with particular regard to the responsive planning policies in the NPS-UD. PC 64 must still meet RMA section 32 and Part 2 tests and be subject to a substantive assessment of these through the Schedule 1 process.

NPS-UD does not guarantee a plan change, even if demonstrating provision for 'significant capacity', will be approved. It has merely 'opened the door' for plan changes that may otherwise have been rejected at this Clause 25 stage.



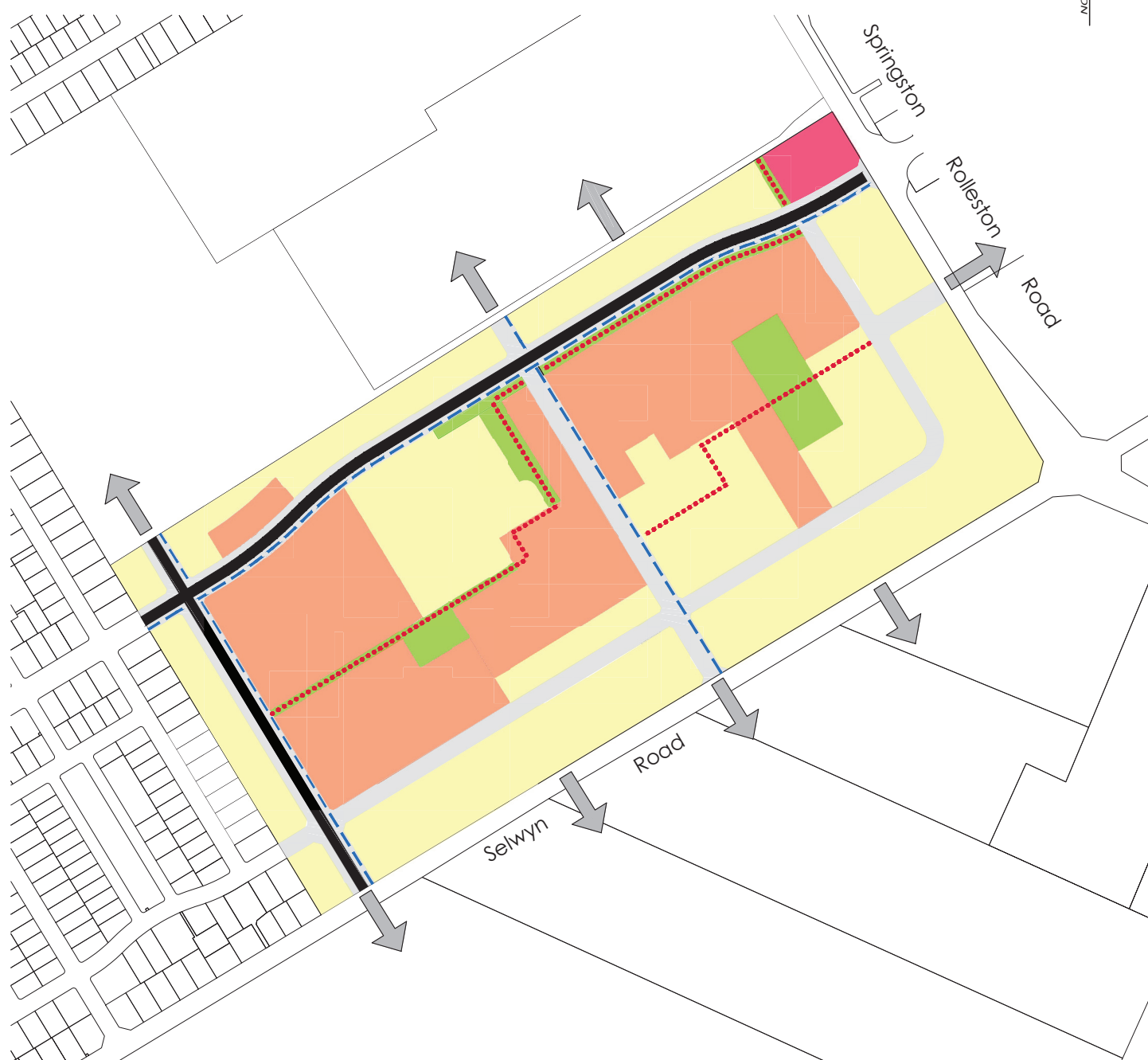
Ben Rhodes
Planning Manager

Endorsed For Agenda



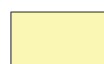
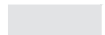







Tim Harris
GROUP MANAGER ENVIRONMENTAL AND REGULATORY SERVICES

ATTACHMENT 1: OUTLINE DEVELOPMENT PLANS

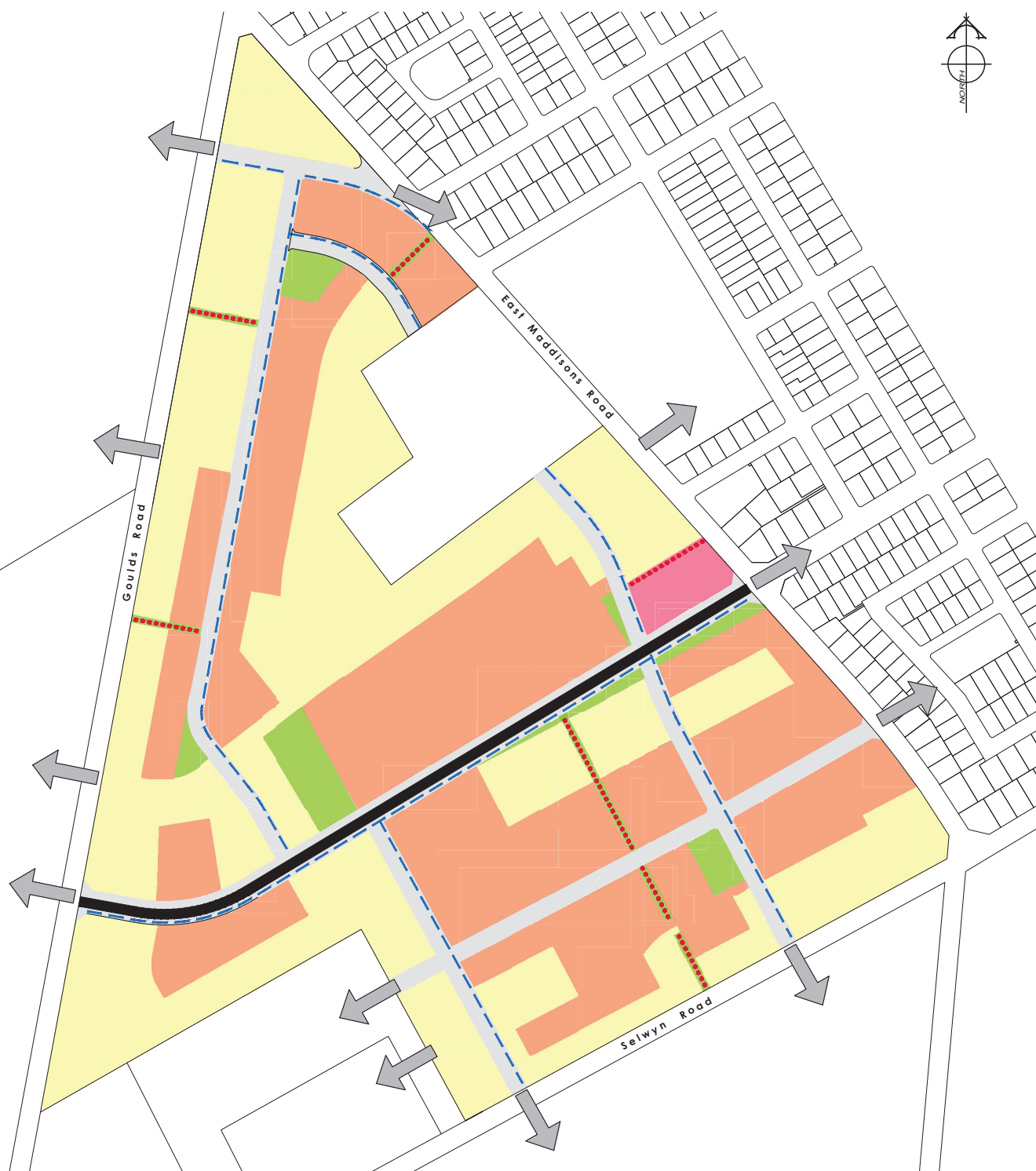


LEGEND:

	Medium Density (Small Lot)		Primary Road
	Low Density		Secondary Road
	Neighbourhood Centre		Possible Future Road Connection
	Reserves		Shared Pedestrian / Cycle Lane (off road)
			Shared Pedestrian / Cycle Lane (on road)

ODP - Faringdon South East

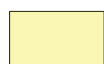
Not to Scale



LEGEND:



Medium Density



Low Density



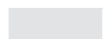
Neighbourhood Centre



Reserves



Primary Road



Secondary Road



Possible Future Road Connection



Shared Pedestrian / Cycle Lane (off road)



Shared Pedestrian / Cycle Lane (on road)

ODP - Faringdon South West

Not to Scale

REPORT

TO: Chief Executive

FOR: Council 23 September 2020

FROM: Solid Waste Manager

DATE: 16 September 2020

SUBJECT: SOLID WASTE MONTHLY UPDATE

RECOMMENDATION

‘That the Council receives the report “Solid Waste Monthly Update” for information’.

1. PURPOSE

The purpose of this report is to inform Council on matters of interest in Solid Waste.

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

As this report is for information only it is not considered to be significant in the context of Council’s Significance Policy.

3. HISTORY/BACKGROUND

The Solid Waste team is a team of two that manages the Strategy and Operational delivery of all waste related activities, as well as the delivery of projects. This report provides a brief update on the key work streams within the solid waste area.

4. UPDATE

4.1. Kerbside collections

Collection operations

General

- Redesigned and updated bin labels for all bin types have been completed and will start to appear on new kerbside wheelie bins.
- In conjunction with IT we have now automated some previously manual data entry work.

Recycling

- Advice from our recycling processor is that international recycling markets (as in demand for material) are starting looking a little better than they have been for some time.
- Contamination of kerbside recycling continues to be an issue.
- Considerable work has been undertaken to prepare for a 6month on-street recycling bin contamination assessment program that will

commence in late September. This will be communicated via Council Call and Facebook.

- On street contamination assessments will take a two pronged approach
 - Education tag left for residents getting a few items wrong
 - Rejection tag left for heavily contaminated bins. Bin will be pulled back from the street and not collected.
- Photos of contaminated loads will be captured and available in real time for our Customer Service team to view and be able to respond to calls from residents regarding rejected bins, or wanting to clarify exactly what items were not acceptable.
- We expect some negative response, but make no apologies for rejecting heavily contaminated bins when recycling information has been widely distributed on multiple occasions. Its not viable to continue to pay full refuse disposal rates due to contamination.
- Organics
 - Occurring as normal.
 - NIWA is forecasting a warm spring, with fairly normal, or slightly below normal rainfall. The normal uplift in organic tonnages for this time of year has begun.
- Rubbish
 - Occurring as normal

RFID bin tagging project – fitting tags to bins for database management.

- Fewer than 300 bins (0.5%) remaining untagged now as the project wraps up. This is a highly successful result. Remaining residents are being contacted again.
- 1-2 residents are particularly opposed to having tags fitted to bins, viewing them as ‘surveillance devices’.
- Reporting available from RFID readers on trucks is already helping to reduce disputes over bin empties.
- Work is progressing well with database reconciliation behind the scenes between our contractor and Council.

4.2. Recovery Park

Operations

- Disruptions as a result of road surfacing have now passed.
- The new organics shredder has arrived and is performing well at a much higher efficiency per hour than the old shredder (as much as 4 x the throughput per hour).
- ‘AdBlue’ function on the shredder means that noxious engine emissions are considerably minimised.
- Recycling drop off area has temporarily relocated to behind the new recycling canopy (under construction).

Reconnect Project

- Stage 1 groundworks will have wrapped up by the date of this Council meeting.
 - Asphalt surfacing is now complete.
 - All drainage, sewer, stormwater and water are complete.

- Relocation of site manager's office and new staff portacom installation is expected to be mostly complete by late September.
- Planting is expected to be complete by late September.
- Suggest Solid Waste Manager takes Councillors and Executive Leadership Team for a tour of recently completed works.
- Expect to release RFP for building design (Stage 2) shortly.

4.3. Other

- Long Term Plan and Activity Management Plan
 - Work is underway on these.
 - Key changes to reflect are the increased waste levies taking effect in a stepped approach from 2021.
 - Effect of recent Priority Product Stewardship announcements is uncertain at this stage, and likely to become clearer in time for the next LTP.
- Castle Hill
 - Section purchase agreement should be completed by the date of this meeting.
 - Site landscape planting to occur early October.
 - Site expected to be open early November – when the developer opens the new road to the public.
- Sustainability Forum
 - Carbon baseline audit via Toitu is booked for 8 October.
 - Monique Baars is taking over as Chair of Sustainability forum (transition is in progress).
- H2 Solutions Ltd
 - Solid Waste Manager to arrange H2 Solutions introduction and presentation to Council when time permits.
- Community Recycling Days
 - Relaunch October/November 2020. Dates to be confirmed by 18 September
 - Expanding these to trial “bulky waste”. Concept being large bulky non-odorous - dry items that won't fit in your wheelie bin. Bringing us closer to our “pop up transfer station” concept.
- Farm waste days
 - Date and location now confirmed as Monday 9 November 2020 at Hawkins Pit near Darfield. Marketing and communications to come.
- Closed Landfills
 - Desktop environmental risk assessment is progressing well.
 - Physical inspections of those identified as higher risk (according to the desktop assessment) are planned for late September. Results from these will then be incorporated into an updated report.
 - Sharing and liaising with regional Tonkin and Taylor MfE funded project that has commenced - to ensure no double ups/overlap.

5. PROPOSAL

That the Council consider and implement the recommendation set out above.

6. OPTIONS

The options available to Council are to:

- (a) To approve the recommendation of this report, or
- (b) To decline the recommendation of this report

7. VIEWS OF THOSE AFFECTED / CONSULTATION

(a) Views of those affected

Not applicable – general update report only

(b) Consultation

Not applicable – general update report only

(c) Māori implications

Only positive impacts are expected as a result of continued improvement across the range of solid waste services.

(d) Climate Change considerations

Refer sustainability forum and carbon assessment update above.

8. FUNDING IMPLICATIONS

No funding implications have been identified in relation to the recommendation of this report.



Andrew Boyd
SOLID WASTE MANAGER

Endorsed For Agenda



Murray Washington
GROUP MANAGER INFRASTRUCTURE

REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Asset Manager Transportation and Team Leader Transportation

DATE: 16 September 2020

SUBJECT: TRANSPORTATION MONTHLY UPDATE

RECOMMENDATION

‘That the Council receives the report “Transportation Monthly Update” for information.’

1. PURPOSE

The purpose of this report is to inform Council on matters of interest in the context of the transportation activity.

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

As this report is for information only it is not considered to be significant in the context of Council's Significance Policy.

3. HISTORY/BACKGROUND

Selwyn District Council's goal for the Transportation activity is:

‘To maintain, operate, and if necessary improve, the road network and other transport activities to achieve a range of facilities that provides for the safe and efficient movement of people and goods to a standard that is both acceptable and sustainable’.

4. ASSET MANAGEMENT

4.1. Transport Activity Management Plan

The Draft 2021-31 Transport Activity Management Plan is under development to inform the next LTP. Combined with this is the requirements to align to NZTA timelines and requirements including those for the preparation of the Draft Regional Land Transport Plan which are required earlier than usual Council LTP processes in part.

- Initial information is being prepared for submission to the NZTA in support of Councils roading programme for the 2021-24 National Land Transport Programme

4.2. Next Government Policy Statement on Transport (GPS)

The GPS has just been released just at the time of submission of this report. It appears to be following that proposed by the Draft GPS. Council is expecting more information and detail to be provided by the NZTA in due course.

4.3. Canterbury Regional Land Transport Plan Update

No Change. ECan is underway with the process to formulate the 2021 Draft Regional Land Transport Plan. Further to previous stakeholder workshops that have established the outcomes and objectives for the new plan, ECan and Regional Transport Officers are reviewing the prioritisation framework that will rank all transport activities and projects for funding requests to the NZTA.

4.4. Major Strategic Transport Project

4.4.1. Prebbleton Intersection Upgrades Stage 1

No change. Property acquisition for roundabout upgrades underway using the Public Works Act at Shands/Blakes Roads and Marshs/Springs Roads. Detailed reports provided to Council in November 2019, March and August 2020 detailing all these aspects.

Section 23 PWA notices have been issued to all property owners who have not already entered into an agreement with Council. We are confident that no objections will be submitted by land owners to the Environment Court. Detailed design of the intersections completed and are going through an independent review and safety audit process before being tendered.

4.4.2. Coalgate Roads Legalisation

Public Works Act process underway to dedicate roads with no previous identifiable legal ownership in the Coalgate Township to Council. Main public declarations to intent, and consultation with residents, has occurred.

The original township meeting to discuss next steps and issues, was delayed due to previous Covid-19 lockdown and other issues. This was held on the evening of the 15th September and went very well. On this basis Council staff believe we are able to proceed with the next steps of the Public Works Act with a report coming to Council shortly on this.

4.4.3. Covid19 Related Strategic Issues/Opportunities

No Change: To summarise to date (and no further information available at this time):

- Implications on the National Land Transport Programme/Funding on roading and transport going forward.
- NZTA opportunities on funding stimulus works beyond main central government initiatives.

- A \$13.5 million 'Pavement Infrastructure Renewals Project' of "shovel ready" Selwyn roading works passed the Governments "first cut" for consideration. We are awaiting advice from Crown Infrastructure Partners on our project. This is due before the end of September 2020.

5. SERVICE DELIVERY

5.1. Corridor Management

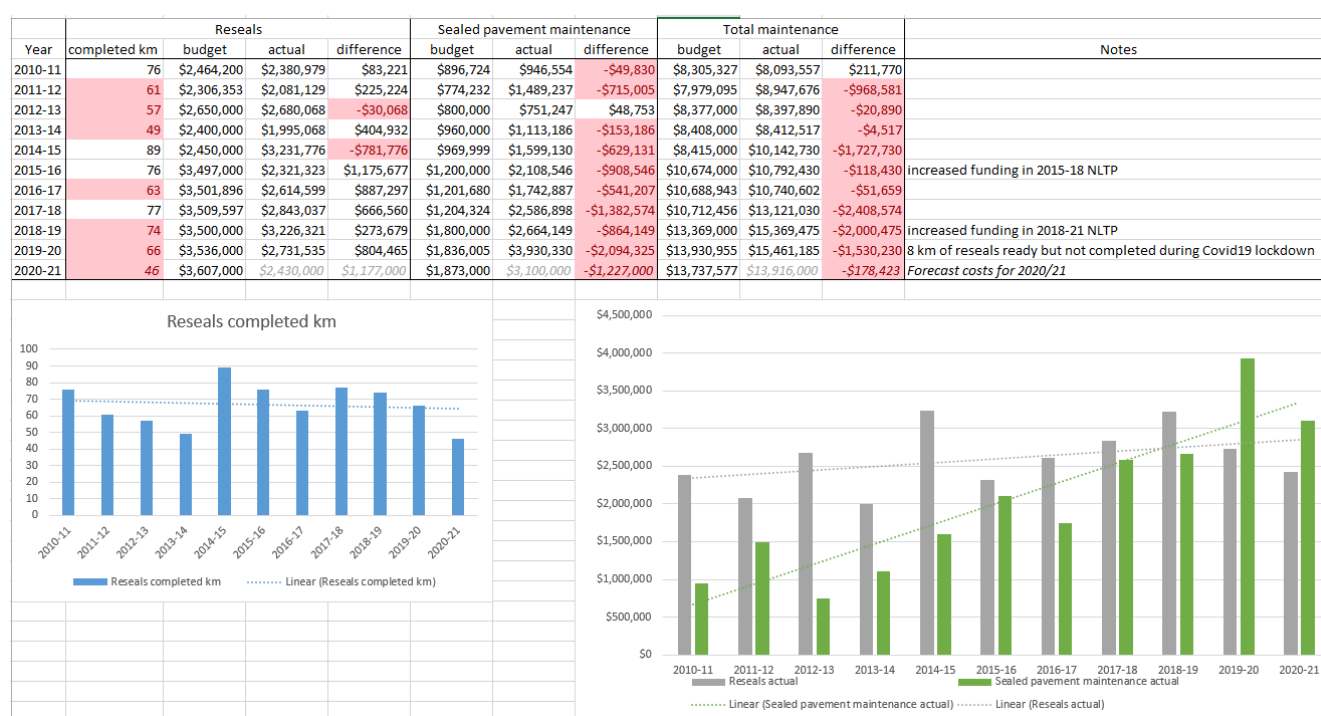
In August 10 audits were completed on the 83 active sites (12%), there have been 597 corridor access requests made this year, there are 269 sites that are shown as work in progress and 1164 sites that are in the warranty period.

5.2. Road Maintenance

There has been over expenditure over previous years to enable the minimum repairs considered necessary on the network to be carried out. The main over expenditure has been on sealed pavement maintenance with the pre reseal repairs being the main cost for this. The pre-reseal repairs have to be completed to allow the reseals to be undertaken.

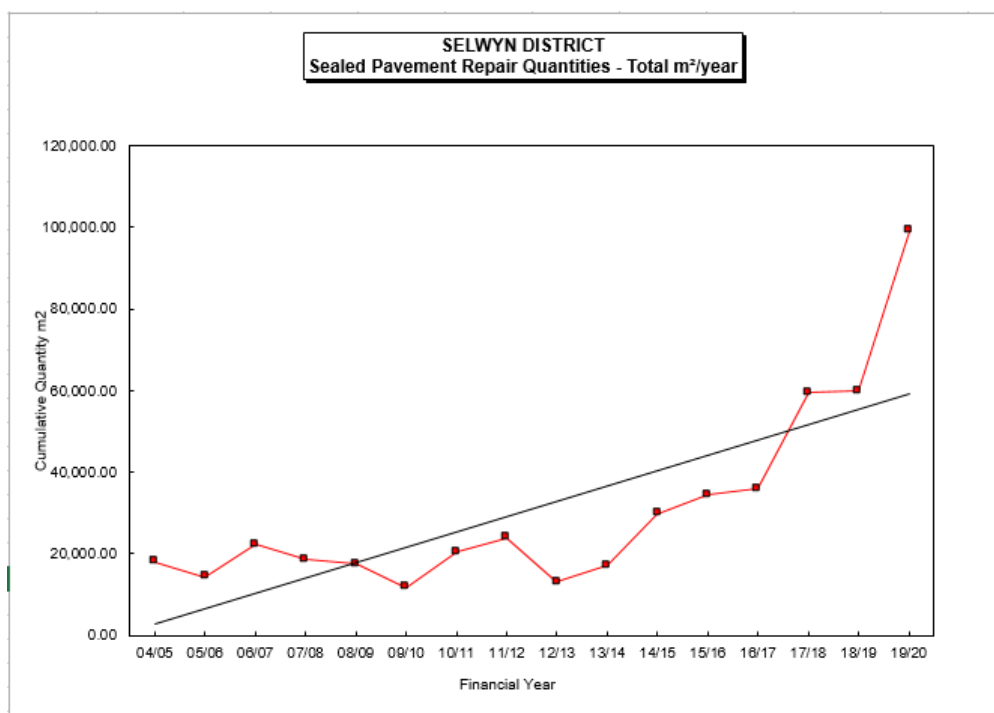
In general terms, the funding required to maintain the network, has not kept pace with the demands of growth (increased traffic and heavy vehicles).

The length of reseals completed, the expenditure on sealed pavement maintenance and the amount over budget for the previous ten years are shown below:



The graph on the bottom right shows the trend of reseal costs and the trend in sealed pavement maintenance cost. There is a significant upward trend on sealed pavement maintenance. This is because of a combination of the earlier deferred maintenance, the increased traffic and aging of the network.

The following graph shows the increasing trend of quantities of sealed pavement repair with a significant increase in 2019/20.



The recent comments by Council about the over expenditure have been noted and to manage the expenditure on road maintenance to be within the total budget, the programme for reseals for 2020/21 has a length of 46 km which is significantly less than the target length of 75 km. There will also be 1.8 km of sealed pavement rehabilitation (on sections of Leaches Road and Bealey Road) completed which is less than the original 3.1 km. Waimakariri Gorge Road from the top of the terrace down to the Gorge bridge has been reprogrammed to 2021/22.

If it is desired to still complete, or get close to, the target length of reseals and complete the original 3.1 km of rehabilitation it is estimated that there will be a \$2,600,000 overspend of the budget.

5.3. Unsealed Roads Assessments

Results for the six month inspections from July 2020 will be reported to Council when they are available which will likely be November 2020. Currently 95% of the unsealed network has been inspected.

5.4. Capital Works

5.4.1. Low Cost Low Risk Projects

The following projects are included in the 2020/21 programme:

- Completion of the Leeston to Doyleston Cycleway.
- Completion of the right turn bays on Leeston Rd at Old Bridge Rd and Brookside Irwell Rd respectively.
- Footpath extensions at various locations (from the Walking and Cycling Strategy).

- The Lincoln to Tai Tapu Cycleway (construction programmed for completion by January 2021).
- The Rolleston to Templeton Cycleway (Dawsons Rd to opposite Globe Derby Dr) with the overhead power to be undergrounded to enable construction to proceed.
- Blakes Rd, Prebbleton, a pedestrian island at the kea crossing outside Prebbleton School.
- Lighting upgrades at the Edward St and Gerald St pedestrian crossings.

5.4.2. Traffic Signals Lowes Rd/Goulds Rd/Springston Rolleston Rd/Tennyson St

Construction of the traffic signals is practically complete and in the period of defects liability. Minor items of work are to be completed during that period and any actions resulting from the post construction safety audit.

5.4.3. Walkers Road Seal Widening

Design has been completed by Beca apart from the discharge of stormwater which some additional design and testing. It is planned to have the contract let before Christmas with construction completed prior to the end of April 2021.

5.4.4. Blakes Road Seal Widening


Design is complete with the construction to be included in the Shands Road/Blakes Road roundabout contract.

5.4.5. Springston Rolleston Road Kerb and Channel, Seal Widening and Footpath

Design is complete and ready to go to tender for the upgrade between Broadlands Drive and Dynes Road. The overhead power is being undergrounded by the adjacent developer and Orion. The tender and subsequent construction is being programmed to work in with the power undergrounding and likely to be to the market in late October.

5.4.6. Road Safety Update

Following is a summary table of the current and future road safety campaigns being worked on by both the Road Safety Education Coordinator and the School Road Safety Coordinator.

Campaign	Timeline	Overview/Graphics
Motorcycle Safety (Current Campaign)	September – November	Key messages: Increasing drivers awareness of motorcyclists as motorcycling increases in the spring. Aligns with Motorcycle Awareness Month.  <p>The graphic features a stylized illustration of a motorcyclist in a grey suit and orange helmet riding a blue motorcycle. To the right, the text 'LOOK TWICE' is in large white letters, and 'SAVE A LIFE.' is in large orange letters. At the bottom left is 'SELWYN.GOV.T.NZ' and at the bottom right is the Selwyn District Council logo.</p>

Motorcycle Safety

Collaboration with Waimakariri and CCC to coordinate the Kickstart Motorcycle Safety event, happening on the 18th of October at the A&P Showgrounds. This event will only run if we move back into a Level 1 status.

Young Drivers

Three Leading Learners courses at Ruapuna are planned for the 6th, 7th, and 8th of October, over the school holidays. This will see a total of 48 young drivers and their parents attend.

Mature Drivers

Our new 'Driving Skills Refresher' was run at the Lincoln Event Centre on the 31st of August and the 7th of September. A total of 35 participants attended over the two sessions, with 23 signing up for a subsidised driving lesson as a result. Planning to move the course around the district.

Child Restraint Clinic

Selwyn Carseat Champions were happy to restart clinics at Level 2 to deal with high demand and recommenced on 29 August 2020 in the SDC carpark in Rolleston. 21 restraints checked and installed by volunteer Child Restraint Technicians.

We also trialled acting as a drop off for expired and damaged child restraints for the Seatsmart recycling programme and received 28.

6. PROPOSAL

Staff seek that the Council consider and approve the recommendation set out above.

7. OPTIONS

The options available to Council are to:

- (a) To approve the recommendation of this report, or
- (b) To decline the recommendation of this report

Staff would appreciate feedback on the subject matter and level of information provided in this report.

8. VIEWS OF THOSE AFFECTED / CONSULTATION

(a) Consultation

No applicable

(b) Māori implications

Not applicable

(c) Climate Change considerations

Nothing directly applicable.

9. FUNDING IMPLICATIONS

There is a clear signal in the report, that to meet the required levels of service, by maintaining the asset in the appropriate condition, will require additional funding.

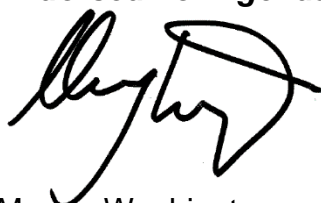


Andrew Mazey
ASSET MANAGER TRANSPORTATION



Mark Chamberlain
TEAM LEADER TRANSPORTATION

Endorsed For Agenda



Murray Washington
GROUP MANAGER INFRASTRUCTURE

PUBLIC REPORT

TO: Chief Executive

FOR: Council – 23 September 2020

FROM: Group Manager Property

DATE: 16 September 2020

SUBJECT: **PROPERTY TRANSACTION UPDATE – 31 AUGUST 2020**

RECOMMENDATION

“That Council receives the update report on property projects as at 31 August 2020 for information.”

1. PURPOSE

This report updates the Council on a number of matters that will be of interest to them.

The paragraphs in **RED** are the updates since the last report.

Project name:	Selwyn Aquatic Centre Extension
Key staff:	Sandrine Carrara (Property Projects Manager), James Richmond (Selwyn Aquatic Centre Manager), Douglas Marshall (Group Manager Property), John Reid (Major Property Projects Manager)
Approved budget:	The approved budget is \$14.8m which includes \$1.1m (subject to a satisfactory business case) for a café facility.
Project overview:	An expansion of SAC is required to accommodate the additional demand from population growth for 'learn to swim', recreational swimming and management/administration space upgrade.
Update since last report:	<p>Vertical progress, columns, beams and tilt-slab walls around the plant room are being installed.</p> <p>Programme implications due to Covid 19 and issues with pool water services have resulted in an extension of time of a 57 working day delay. Due to this delay the project team have agreed to accelerate works to run concurrently. Additional Portacom buildings will be used temporarily to accommodate staff and pool users for office space, changing areas and toilet facilities. While this has a cost impact, it is cost neutral in terms of comparing to the EOT relating to Covid 19 and pool water services issues.</p> <p>The fastening replacement work has been completed successfully, with no major disruption to public.</p>
Next steps:	Completion of new extension external structural elements ready for King Span Cladding.

Anticipated timeframe:	<ul style="list-style-type: none"> • Completion of new 25m 10 lane pool and it being operational – end of March 2021 • Refurbishment of existing 25m 8 lane pool – April 2021 – July 2021 • New entrance, change room upgrades and staff area – end of April 2021 • Completion of entire project – August 2021
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Project name:	Te Ara Ātea
Key staff:	Douglas Marshall (Group Manager Property), Denise Kidd (Group Manager Community Services and Facilities), John Reid (Major Property Projects Manager), Joanne Nikolaou (Property Projects Manager)
Approved budget:	\$22.2 million (excludes construction of any commercial space)
Project overview:	A new innovative Library which will be an anchor for the Rolleston Town Centre
Update since last report:	<p>The construction team are working towards closing the building in, the membrane roof is 70% finished and the steel structure has had its intumescent fire retardant applied. Concrete floors are in and staircases installed. The design team is still working with Armitage Williams on the shop drawing process for the façade, windows and doors.</p> <p>The wall framing and RAB (rigid air board) is being installed, the team are looking at the detail for attaching the rigid air barrier and maintaining a suitable layer of insulation to reduce condensation and thermal bridging. A report will be brought to Audit and Risk regarding this and other façade items.</p> <p>Façade mock up testing has recommenced and the team are looking at ways to make up lost time on the programme however there will be an extension of time claim because of this and other Covid related delays.</p> <p>A general comment is the effect of any Covid level changes on the project is now more severe because of the more complex phase of the construction.</p>
Next steps:	More exterior framing and façade wrap installation. Roof is being installed. Team are progressing the façade shop drawings.
Anticipated timeframe:	Officially the team have not changed the September 2021 code compliance milestone and an October 2021 opening, however the effect of Covid is being assessed and this will likely impact the current programme.

Project name:	Foster Park Indoor Courts
Key staff:	John Reid (Major Property Projects Manager)
Approved budget:	\$21m
Project overview:	New Indoor court complex and changing room/toilet facilities servicing the outside fields at Foster Park.

Update since last report:	Work continues on external frame with roof now in place over courts. Court floors poured and work starting on installation of heating and lighting components. Work on block work for management hub and external changing rooms and storage areas continues.
Next steps:	Installation of services to court areas and completing wall/floors of management and storage areas. External Civil works (water, sewer and storm water) underway.
Anticipated timeframe:	Opening of facility during 2 nd quarter 2021 calendar year is still the goal.

Project name:	Foster Park Dynes Road Carpark and RRFC Clubroom Relocation
Key staff:	Sandrine Carrara (Property Projects Manager)
Approved budget:	Carpark budget \$494,000 RRFC Relocation Budget \$250,000
Project overview:	Carpark includes parking for 80 carparks and 2 accessible parks, complementing the newly finished changing rooms' south west area of Foster Park and includes landscaping works. The RRFC clubrooms relocation works is essentially the relocation and building works associated with code requirements. This includes a 100m2 patio with ramps and steps.
Update since last report:	Carpark is completed, swale works in front of the buildings RRFC Relocation CCC has been issued and project is considered completed.
Next steps:	
Anticipated timeframe:	Completed

Project name:	Brookside Road/Anzac Lane Subdivision
Key staff:	Douglas Marshall (Group Manager Property) Rob Allen (Acquisitions, Disposals and Leasing Manager)
Approved budget:	N/A
Project overview:	Subdivision and disposal of surplus land and house following construction of Tiny Hill Drive and Anzac Lane Rolleston.
Update since last report:	Registration of interest issued to real estate agents.
Next steps:	<ul style="list-style-type: none"> • Titles to issue and site will be marketed for disposal to include the existing house. • Variation to Resource Consent required as Link Strip to remain in Council's ownership to protect future walkway/footpath connection. Consultants instructed to progress the variation application which will allow Council subdivision to proceed.

	<ul style="list-style-type: none"> • Further amendment to the survey plan required to achieve the above variation for the link strip and work is underway in this respect. • Consultants instructed to assess the cost of civil works and subject to viability, create titles to the various sections to include the existing house. Consultants work underway. Council have queried some of the estimated development costs which should be resolved shortly. • Sub division plan and section configuration now finalised with surveyors who will produce final survey plan to enable Real Estate Agents proposals to be finalised and amendments made to subdivision consent.
Anticipated timeframe:	Following issue of titles the sections will be marketed in October/November 2020 for sale.

Project name:	Responsible Camping Working Group and Tourism Infrastructure Fund Projects
Key staff:	Mark Rykers (Asset Manager Open Space and Property)
Approved budget:	N/A
Project overview:	<p>Central Government has established two funding pools to which local authorities can apply for financial support to tourism and responsible camping related projects: The Responsible Camping Working Group Fund (RCWG) and the Tourism Infrastructure Fund (TIF).</p> <p>The RCWG fund is now exclusively targeted for operational costs associated with camping over the period from Labour weekend to Anzac weekend.</p> <p>The TIF fund covers capital costs for infrastructure required to meet the demands from tourism activity and generally covers up to 50% of capital expenditure.</p>
Update since last report:	<p>Responsible Camping Working Group Fund (RCWG)</p> <p>An application to MBIE for the 2020/21 season has been made with applications having closed on 28 August. Council staff have applied for funding for the following items:</p> <ol style="list-style-type: none"> 1. Waste Water System Tank Emptying at Camp Sites - Support for operational costs in pumping out waste water tanks and holding tanks. 2. Servicing refuse and recycling receptacles at camping sites - Support for operational costs in servicing refuse and recycling stations at camping sites. 3. Toilet Cleaning and Servicing at Freedom Camping Sites - Support for operational costs in servicing toilet facilities at camping sites.

4. **Campervan Dump Station Servicing** - Support to cover operational costs for pumping out campervan dump station holding tanks.

5. **Camping Signage and Information** - To improve signage and information at key locations to encourage responsible camping behaviours.

The total amount of funding applied for is \$219,834.

Tourism Infrastructure Fund (TIF)

Council have been successful with an application for TIF Round 3.

The following projects progress during July/August as follows:

1. Upgrade of the Coes Ford Toilets Waste Water System – completed pre June 2020. Operating costs for 2020/21 of \$3,200 are funded.
2. Lakeside Domain Toilet Capacity Enhancement – new toilet block with 8 pans plus a waste water holding tank now on site. Installation underway and expected for completion mid- September 2020.
Operating costs for 2020/21 of \$23,200 are funded.
The new toilet facility is in place, minor landscaping, water and power connection to complete the project.
3. Springston Public Toilets – new toilet on site, installed and awaiting connection to sewer main. Operating costs for 2020/21 of \$7,800 are funded. The majority of the work is complete, toilet is in place, only a sewer connection required to complete the project. The sewer connection works also include resolving a historic sewer issue with two other properties.

A contract extension has been applied for and approved by MBIE in regard to projects 2 and 3 not completed by June 2020.

An application was submitted for TIF Round 4 and funding support was approved for the following projects:

1. Installation of a new public toilet to replace the existing facility at Lake Coleridge and develop a car park and picnic area. Design underway. Site selected will be close to existing site. Extensive consultation undertaken with community over site selection. Both building and resource consents have been granted.
2. Installation of a new public toilet at Hororata Domain and waste water system. Consultation undertaken with community over site selection. Site investigations underway. Site selected will support proposed new community centre but will also be close enough to existing hall site (pipe can be thrust under road) if required.

	A total of \$332,600 has been granted from the TIF fund for these projects and includes operational servicing support for two years. The funding contract with MBIE will be executed once consents for the work have been obtained.
Next Steps	A further TIF funding round was to be notified in March 2020 but advice from MBIE has been received stating that this round of funding has been postponed indefinitely due to the COVID-19 pandemic emergency. Responsible camping fund application to be lodged.

Project name:	Camping Activities on Council Land
Key staff:	Mark Rykers (Manager Open Space and Strategy)
Approved budget:	N/A
Project overview:	<p>A comprehensive report has been prepared and adopted on camping services provided by Council across the district focusing on campgrounds and freedom camping sites to identify how these can be managed more effectively in relation to:</p> <ul style="list-style-type: none"> • Improving revenue streams • Reducing costs • Addressing compliance issues • Improved management and control of sites • Addressing any health and safety concerns <p>The project involves implementing a series of approved actions that will be undertaken in combination with the infrastructure and initiatives funded via the TIF and Responsible Camping Working Party funds.</p>
Update since last report:	<p>Progress since the last report is recorded as follows:</p> <ul style="list-style-type: none"> • Rhodes Park Campground – This campground has been upgraded and all compliance matters need reviewing to check if the site can be considered for opening this coming season. • Health and Safety – on-going audits of campground sites are being undertaken to ensure any safety concerns are addressed. • Physical works to define camping permitted areas at Whitecliffs Domain have been delayed until next season. • Seasonal management of sites will continue this coming season with Rangers visiting sites on a regular basis to provide guidance on camping behaviours, to monitor usage and report on issues as they arise.
Next steps:	Complete outstanding actions above.
Anticipated timeframe:	Ongoing as per project plan.

Project name:	Surplus Crown Land Disposal Project
Key staff:	Rob Allen (Acquisitions Disposals and Leasing Manager) Bianca White (Acquisitions Disposals and Leasing Officer)
Approved budget:	
Project overview:	<p>Identification, consultation and disposal of surplus Crown Reserves.</p> <p>Batch 1: The Department of Conservation still processing Batch 1. A Memorandum of Understanding has been sent to DoC for their perusal. This MoU aims to secure a 50/50 split of net proceeds of sale and also to open up the conversation of how the parties shall deal with various issues including improvements and contaminated land. DoC cancelled their meeting with staff in August due to Covid19 Level 2. A meeting has been re-scheduled for 30 September 2020 to discuss the overall Disposal Schedule process and staff aim to find resolution at this meeting for the proposed MoU, timelines around Batch 1, and DoC's attitude towards further batches.</p> <p>Batch 2: Staff have written and collated individual reports for each block of land to be handed back to DoC. This handing back will be asserted by staff at the meeting on 30 September 2020.</p> <p>Batch 3 and Beyond: Staff have formulated lists for Batch 3 and future lists. Staff have not conducted further investigative work pending direction from DoC as to timelines and resources to process the disposals.</p>
Next steps:	<ol style="list-style-type: none"> 1. Have the meeting. 2. Hand Batch 2 back to DoC. 3. Begin investigation works on Batch 3 if DoC can indicate that they will continue to progress disposals. <p>In the interim, investigate works have commenced on a Freehold batch instead, and staff will update Council separately on this in due course.</p>
Anticipated timeframe:	DoC previously indicated they would aim for disposals of Batch 1 in second half of 2020. Staff would like confirmation/clarification of this when handing back Batch 2 in mid-August.

Project name:	Leeston Library/Medical Centre Earthquake Seismic Weather Tightness Assessment
Key Staff	Douglas Marshall (Group Manager Property) Kevin Chappell (Facilities Manager) Sue Faulkner (Facilities Projects Manager) Sandrine Carrara (Property Projects Manager) Denise Kidd (Group Manager Community Services and Facilities)
Approved budget:	\$312,000

Project overview:	<p>The Leeston Library and Medical Centre has recently been identified as an earthquake-prone building.</p> <p>An engineering report has shown parts of the building are below 34% of the required standards of the building code, meaning it is classified as earthquake-prone. While the report shows no urgent risk to the safety of people using the building, the Council had already removed an area of brick work that was identified in the report as being of concern.</p> <p>The building has not been closed, as the likelihood of an event causing significant damage is low.</p> <p>The engineering report was commissioned as part of the process of designing an appropriate method for replacing/renewing and has now been assessed at an estimated total cost of \$2,402,000.</p> <p>This is deemed a significant cost particularly when the budget allowed for roof renewal/replacement is \$312,000.</p> <p>A meeting was held on 5 March 2020 with a number of the Council's Leeston Committees and other groups that will be involved with the community centre/library medical centre project(s).</p>
Update since last report:	<p>The bulk and location plans for the medical centre have recently been discussed with the medical centre tenant. Feedback will be provided at the meeting.</p> <p>Further detailed seismic assessment and condition report is being undertaken on the Leeston Rugby Club Rooms to look at the feasibility to re-purpose this building.</p> <p>Reviewing the project will allow more opportunity to broaden the scope of the project, consider the range of community views on the type of facility required, and determine the best location for a centre.</p>
Next steps:	Report back to the Council on progress.
Anticipated timeframe:	To be reviewed based on options that are considered.

Project name:	Hororata Community Centre - Replacement
Key Staff	Douglas Marshall (Group Manager Property) Derek Hayes (Open Space and Property Planner)
Approved budget:	\$4.6 million – financials years 2022/2023 and 2023/2024

Project overview:	<p><u>Proposed New Community Centre</u></p> <p>Due to Covid challenges and possible related funding challenges eg pressure to hold or reduce future rate increases, potential difficulties for the Trust meeting its funding obligations, lower cost options for community centres in Hororata need considering.</p> <p>The proposal that the existing hall will be retained due to the heritage listing also highlight the need to better understand what upgrading the existing hall would cost. The previous estimate, approximately 18 months ago was \$1 million but was done before the heritage listing proposal arose.</p> <p>Council staff propose a costing which will update the existing hall for the following:</p> <ul style="list-style-type: none"> • Cost of seismic upgrades • Improvements to toilets (including treatment and disposal of wastewater), kitchen • Maintenance (eg roof, cladding, internal surfaces) • Assessable building access and toilet compliance • Fire system compliance • Playcentre compliance issues – not a Council cost issue but where practical designs should assist compliance • Heritage compliance which may include the removal of the extension area from the 1950's. <p>This cost review will be undertaken at a high level but will inform the Council and community on cost of this option. It would also assist the Council with heritage protection compliance costs and any group that wants to purchase the site from Council, if Council did not continue to own, and what cost they will have to meet heritage compliance.</p> <p>An update of community needs is also appropriate as the school has recently commenced a building upgrade which will provide some improved community meeting room space.</p> <p><u>Existing community hall</u></p> <p>The Council will be including the existing hall as a heritage asset in the proposed district plan. Accordingly once the draft district plan is adopted in September 2020, the hall will have heritage protection and thus the process of demolishing after that date has a greater rigour.</p> <p>Accordingly part of the funding source, i.e. the land under the hall and land in the immediate vicinity may not be sold. The financial impact is unknown but it may be in the order of \$200,000.</p>
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	<p>An expression of interest in owning the hall has been received from the Hororata Historic Society. The Society have been advised that they can make an offer for the site but they will need to pay due to the need for a sale to provide a funding source for the new community centre.</p> <p>The Heritage Group are considering how they would generate funding for their proposal.</p> <p><u>Reserve Masterplan review</u></p> <p>Feedback closed on 7 August.</p> <p>As a brief overview:</p> <ul style="list-style-type: none"> - There were a total of 92 surveys returned (82 online and 10 hard copies) - 149 participants viewed the online video - 197 participants viewed the online plan images - 50 participants downloaded the plan document. <p>The masterplan feedback helps inform the Council during the process of updating the Hororata Domain Reserve Management Plan and assists the Trust in applying to grant organisations, as those organisations require some form of design to support application.</p> <p>A bulk and location plan for the proposed community centre was included in the masterplan documentation that was made public.</p>
Update since last report:	<p>Council staff were expecting to meet with DOC staff in late August to brief them on the proposal to revoke the reserve status on the hall land. The meeting with DOC delayed due to DOC workload. Staff will update in due course when further information is available.</p> <p>A public meeting is being held on 22 September to report back to the community on the recent consultation/engagement processes.</p> <p>The meeting will be chaired by Deputy Mayor Lyall and led by Council staff with input from various groups within the community.</p> <p>The agenda for the meeting is attached. (Appendix 1)</p>
Next steps:	A public meeting to report on progress with the reserve masterplan and community centre options is scheduled for 22 September.
Anticipated timeframe:	Report back in October 2020

Project name:	Earthquake Prone Buildings
Key staff:	
Approved budget:	N/A
Project overview:	<ul style="list-style-type: none"> • Leeston Medical Centre & Library - DSA report submitted to SDC Building Team. Earthquake Prone Building Notices in place at building x2 entrances. • Mead Hall - DSA report submitted to SDC Building Team. Exemption from need to strengthen building approved and Earthquake Prone Building Notices in place. Consideration to be given to seismic work being undertaken during the LTP preparation process. • Tawera Hall (Springfield) – DSA report received and it is not earthquake prone. The report stated that the building was at 34% of NBS. An additional report is being sought as to what methodology would be used to strengthen the building to 67% and at what cost. The recent DSA report also noted an inconsistency with fire occupancy and seismic rating which needs resolving. Advice is being sought as to the appropriate approach. • Sheffield Domain Sports Pavilion (no letter received from Building Team) – Engineer engaged and underway with DSA. • The Lincoln Event Centre has been assessed against the earthquake prone policy. A Detailed Seismic Assessment report assessed the building at 35% NBS (IL3). As such the building is not deemed earthquake prone. <p>The LEC though is used at times as a Civil Defence welfare/community support site. From a technical perspective, a Civil Defence welfare centre must be at a seismic strength of Importance Level 4 (IL4) but LEC is not at that level nor are any of the buildings that Council would use as a welfare site.</p> <p>Property staff have commissioned appropriate reports to determine what would be required to bring LEC to IL4 standard or 67% of IL3 (which is an appropriate IL3 level).</p> <p>The estimate cost of this work is \$1.2m.</p> <p>This is a significant cost to incur to meeting a Civil Defence welfare requirement.</p> <p>Furthermore it is important to note that during a Civil Defence emergency, the public generally prefer to have their welfare needs (a place to sleep) accommodated by either:</p> <ul style="list-style-type: none"> • Staying with friends or relatives • Accommodated in motels or similar. <p>They generally do not prefer to be accommodated in a community hall for their sleeping needs.</p>

	<p>Accordingly any Civil Defence welfare need by way of a building is not about accommodation but about a site/location where residents can visit to get information and support, in a building where the Civil Defence service can be provided with certainty because the building has been strong enough to withstand a significant earthquake event and provide the service.</p> <p>Based on the estimated cost, staff are not recommending that LEC be strengthened as reports outline unless there are other reasons to either redevelop, extend or upgrade LEC and the strengthening regime is a logical part of that work.</p> <p>The requirement to meet the Civil Defence welfare needs can be accommodated by designing and constructing <u>part</u> of the proposed new Prebbleton Community Centre to meet the IL4 requirements.</p>
Update since last report:	<ul style="list-style-type: none"> • Mead Hall – an application was made to Central Government's Provincial Growth Fund for funding assistance. The Council has not been successful in obtaining funding.
Next steps:	

Project name:	West Melton Community Park
Key staff:	Cameron Warr (Community Projects Manager)
Approved budget:	\$250,000 (Community Park), also \$61,680 (Playground Renewal) and \$299,772 (Domain Extension – Development)
Project overview:	<p>Community consultation regarding the location and features the community wanted to see within the park was undertaken early 2019. The West Melton Domain beside the new Community Centre was the preferred option of Retford Common Reserve, West Melton Domain, West View Reserve and Brinsworth Reserve. Further consultation with local schools was undertaken by the Communications team to gain further information regarding the features.</p> <p>The community park will be located adjacent the Community Centre within the Domain. This area will incorporate a new replacement playground, picnic areas, walkways and landscaping utilising a portion of West Melton 'Domain Extension – Development' \$299,772 and 'Renew Play equipment' \$61,680 budgets.</p>
Update since last report:	The feedback from the public was provided to the three contractors/designers who submitted proposals through the ROI process earlier in 2019.

	<p>Two complying tenders were received and taken to the Reserve Board meeting earlier in December 2019 with the design of Nelson Creek Skate Parks preferred as it incorporated a pump-track, skate park and picnic area within the design.</p> <p>The detailed design for the Community Park site is currently underway along with the wider area to show how the different activities will be integrated.</p> <p>Consultation with Community Committees currently underway to confirm what the community wants to see in the area surrounding the Community Park. Works will start on site once this is finalised.</p> <p>Draft concept design is attached. (Appendix 2)</p>
Next steps:	<ul style="list-style-type: none"> Review Community Park Design Including meeting with Community Groups – Currently underway Nelson Creek will undertake Construction Post construction review
Anticipated timeframe:	<p>Nelson Creek are currently constructing a skate park in Methven and Fairlie and site works for the West Melton Community Park will begin around the end of October.</p> <p>Nelson Creek have significant experience with parks such as this and were the contractor who assisted in 'resolving' the various issues at the Lincoln skateboard park two years ago.</p>

Project name:	Reids Pit
Key staff:	Cameron Warr (Community Projects Manager)
Approved budget:	BMX track Development \$621,065
Project overview:	The Reids Pit development consists of the remediation/development of a previously used gravel pit restored to allow use as a passive reserve.
Update since last report:	<p>The works on site are back underway. The main priority on site is to fill the base and make safe the batters. The wet weather has slowed the progress but Road Metals have still managed to complete a lot of work.</p> <p>The filling and capping the base of the pit with appropriate material (as identified in the consents) has now been completed with final levelling for stormwater purposes to be done.</p> <p>The trees in the base and sides of the pit have been removed by Sicon.</p> <p>Works still underway to complete the earthworks however currently material is not as readily available.</p>

	Rotary are undertaking some additional planting within the ecological area in October.
Next steps:	<ul style="list-style-type: none"> • Making safe the steep faces within the pit, providing a safe slope – nearing completion • Forming tracks and final levels – September/October 2020 • Final surfacing and likely stabilisation (grassing) October/November 2020 • Car park construction(Blakelys) September/October 2020 • Undertake community plantings in Spring 2020 or Autumn 2021 • Building of tracks etc. Spring/Summer 2020/21
Anticipated timeframe:	The earthworks will be completed later this year with plantings, building of tracks and other aspects being completed early in 2021.

Project name:	Prebbleton Domain – Pump Track and Overflow Car Park
Key staff:	Cameron Warr (Community Projects Manager) Hugh Sheppard (Community Project Coordinator)
Approved budget:	\$325,000 (Pump Track) and \$350,000 (Overflow Car Park)
Project overview:	This project is to develop a pump track within Prebbleton Recreation Reserve. Development of this will coincide with planning for the overflow carpark development within the Reserve.
Update since last report:	<p>Tonkin + Taylor are underway with preparing the ECAN consent which will impact the stormwater design for both the pump track and overflow carpark.</p> <p>ECAN consent will be lodged on 21/9/20. Tendering for the Pump Track will commence on obtaining consent. Blakely's will price the Overflow Carpark once the consent is obtained.</p>
Next steps:	<ul style="list-style-type: none"> • Receive ECAN consent and finalise stormwater detailed design • Procurement of works • Appointing contractor for both pump track and car park
Anticipated timeframe:	A contractor is expected to be appointed in October, with works likely to be completed early 2021.

Project name:	Prebbleton Intersection Upgrades – Stage 1 (Land Acquisitions)
Key staff:	Bianca White (Acquisitions Disposals & Leasing Officer)
Approved budget:	\$9.7 million (with a 75% subsidy committed from the NZTA provided project is substantially completed by June 2021)
Project overview:	<p>The intersections at Shands Road and Blakes Road, and Springs Road and Marshs Road, Prebbleton, are being upgraded with roundabouts to improve road-user safety at these intersections.</p> <p>In order to complete these upgrades, multiple land acquisitions are being undertaken utilising the Public Works Act 1981 (PWA). Council's Property Team are assisting the Infrastructure Team by managing these PWA land acquisitions with the assistance of The Property Group (TPG).</p>

Update since last report:	<p>At the time of writing this update, four (4) agreements have been reached at the Blakes/Shands intersection, with three (3) agreements still being subject to negotiations. Negotiations around the required land from Crown Reserve 263 are also being finalised with the Department of Conservation (DoC). At the Springs/Marshs intersection, one (1) agreement has been reached and four (4) agreements are still subject to negotiations.</p> <p>All landowners that had not reached agreement following the CEO's approval and execution of Section 23 Notices, had those Notices served upon them, save for one of the landowners at Blakes/Shands who finalised their agreement with Council the same week.</p>
Next steps:	Council staff and The Property Group are still focusing first and foremost on securing agreements with landowners while there is still time. If agreement still cannot be reached after a new government is formed following the general election in October, then staff will move to advance Section 26 Proclamation through the Governor-General's land to finalise compulsory acquisition.
Anticipated timeframe:	Substantial completion of the roundabout construction has been tabled for mid-2021. Land acquisition timelines are being factored into this constraint. At this point, staff aim to have secured all lands by 1 December 2020, preferably by agreement in all instances if possible.

Project name:	Sale of Residential Sections
Key staff:	Douglas Marshall (Group Manager Property) Rob Allen (Acquisitions, Disposals and Leasing Manager)
Approved budget:	
Project overview:	<p>The Council will over the next three months, be able to market and sell a number of residential sections created from subdivision activity as follows:</p> <ul style="list-style-type: none"> • Russ Drive, Lincoln - 8 sections (ranging in size from 651m² to 770m²) • Millpond Lane, Lincoln – 6 sections (ranging in size from 656m² to 905m²) • Tiny Hill Drive, Rolleston – 8 sections (ranging in size from 656m² to 1222m²) including one dwelling on one of the sections.
Update since last report:	<p>Appointment of Real Estate Agents</p> <p>Documentation has been issued to real estate agents for the sale of the above sections.</p> <p>Final review of the three appraisals received for the eight sections at Russ Drive and five sections at Millpond Lane has now been completed and an agent appointed.</p>

Millpond Lane – subdivision layout

As a result of the Council decision at its meeting of 26 August, the Millpond subdivision consent has been amended for the 5 lot “option D” layout.

Council staff met with the Lincoln Community Committee to explain the above decision. In general there was acceptance of the decision although some members would have preferred the entire site to be held for reserve.

Staff have considered further options for ensuring the desire of the council/community to retain lot 7 as a reserve in the future if the existing building is ever removed. Staff believe that the most effective and efficient way of capturing this desire is to attach a covenant. Further advice from Councils solicitors have confirmed this approach - an extract from their advice is shown below:

“Further to our discussion, we recommend a covenant in gross is utilised to record the significance of the property to the community. Although the covenant would be in favour of Council and therefore could be surrendered by Council, the covenant would be useful way to record the community interest and act as a reminder to Council of that community interest if in the future Council decided to dispose of the property.

We would think the wording of the covenant would provide that Council will, as part of any decision making process considering the disposal of the property, consult in accordance with the principles set out in section 82 Local Government Act 2002 (LGA) and in accordance with the Processes and Methods for Engagement Policy section of Council's Significance and Engagement Policy. Essentially the standard LGA consultation requirements will be applied in relation to any decision to dispose of the property.

Council could of course look to add the property to Council's strategic asset register. Although such a step would give the property the special consultative protection under the LGA, we are not sure if such protection would be the best way to go here given we do not know what the Council requirements for the property will be in the future. The more standard consultation requirements under the proposed covenant would result in a level of consultation that the Council, at the relevant future time, considers necessary – this consultation could be as widespread as the special consultative process or as narrow as the Council decides. Either way, the covenant will require some consultation, without imposing the more prescriptive special consultative process on a future Council.

	<i>We have, for completeness, considered the option of vesting the property as reserve but, as you will see, we do not consider this as a good option in the circumstances. Although vesting the property as reserve under the Reserves Act would mean a statutory layer of protection, it would also import the requirement for Council to have to administer/hold the property under the more cumbersome requirements of the Reserves Act, while also having to comply with the requirements of the LGA. Additionally, and more importantly, the current commercial leasing arrangement for the property would not fit with the leasing for either a local purpose or recreation reserve and, although the property could theoretically be vested as a say a local purpose (community building) reserve with the lease in place, at the end of the lease, future leasing would need to comply with the provisions of the Reserve Act, meaning that the future commercial leasing options would be severely limited. For these reasons, we are not convinced that vesting the property as a reserve is required to achieve Council's aims nor would it be appropriate in the circumstances."</i>
Next steps:	Finalise subdivision plan – appoint an agent for 5 lots. <i>Tree removal on the residential lots commences in the week beginning 21 September. Letters have been sent to the surrounding properties and the building tenant, Dairy NZ.</i>
Anticipated timeframe:	<i>Report back in October 2020 on section sale process</i>

Project name:	Gravel Reserve Re-Licensing Project
Key staff:	Juliet Johnson (Lease/Licence Support Officer) Rob Allen (Acquisitions, Disposals and Leasing Manager)
Approved budget:	
Project overview:	<p>Progress new Licences to Occupy for Gravel Reserves and other Council land that expired 30th June 2019 and 30th June 2020</p> <p>112 Licences expired 30th June 2019</p> <ul style="list-style-type: none"> 3 Awaiting licence to HEB 3 Awaiting alternate use 2 Surrendered and Council no longer plan to licence <p>60 Licences issued to 2024 (16 from Batch 1 Disposal schedule)</p> <ul style="list-style-type: none"> - 54 Returned - 6 Awaiting return <p>36 Being issued to 2026 (6 from Batch 1 Disposal schedule)</p> <ul style="list-style-type: none"> - 26 Returned - 10 Awaiting return <p>104 Licences expired 30th June 2020</p> <ul style="list-style-type: none"> 91 Selwyn Huts – waiting community engagement (held over to 31 October 2020) 13 Gravel Reserves (4 from Batch 1 Disposal schedule) 9 sent (3 returned) 3 to be sent (waiting further information) 1 handed to DOC for management

Update since last report:	First update
Next steps:	<p>16 outstanding licences (13 different licensees) from 30th June 2019</p> <ul style="list-style-type: none"> - 7 Final request for signed licence sent 25th June - 3 Follow-up request for licence sent 25th June <p>Issue remaining 3 licences that expire 30th June 2020</p> <p>Issue 3 new licences of gravel reserves identified as being available for lease</p>
Future Workflow:	<p>Lease/Licence Renewal numbers, as at July 2020, by year are:</p> <p>2021 – 25 Lease/Licences expire</p> <p>2022 - 14 Lease/Licences expire</p> <p>2023 - 15 Lease/Licences expire + 36 Gravel Reserve rent reviews</p> <p>2024 – 72 Lease/Licences expire</p> <p>2025 - 15 Lease/Licences expire + 91 Selwyn Huts Licences</p> <p>2026 – 30 Lease/Licences expire</p> <p>2027 – 7 Lease/Licences expire + 10 Gravel Reserve rent reviews</p>
Anticipated timeframe:	November 2020



Douglas Marshall
GROUP MANAGER PROPERTY

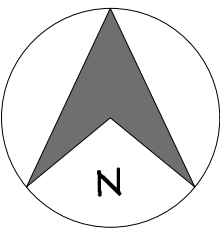
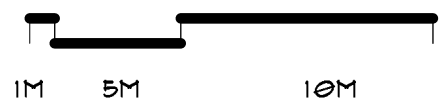


	PUBLIC MEETING – HORORATA MASTER PLAN		
Date	Tuesday, 22 September 2020	Time	7.30pm
Location	Hororata Hall		

AGENDA ITEMS		
Meeting Chairperson	Selwyn District Council Deputy Mayor, Malcolm Lyall	
Presentation	Presenter	Commentary
Feedback on Selwyn District Council Reserve masterplan survey	<ul style="list-style-type: none"> Selwyn District Council – Group Manager Property, Douglas Marshall 	<ul style="list-style-type: none"> Feedback on survey responses and next steps forward Options for revised track location will be noted at the meeting
Update on Long Term Plan (LTP) preparation	<ul style="list-style-type: none"> Selwyn District Council – Group Manager Property, Douglas Marshall 	<ul style="list-style-type: none"> Council as part of the LTP preparation is reviewing the proposed new Hororata Community Centre planned to be built in 2023/2024 to ensure it is still appropriate Council staff will note alternate options being considered
Go Hororata update	<ul style="list-style-type: none"> Craig Blackburn – Chair Go Hororata 	<ul style="list-style-type: none"> Who Go Hororata is – introduce representatives Timeline up to this point
	<ul style="list-style-type: none"> Marty Gameson – Go Hororata/Hororata Primary School 	<ul style="list-style-type: none"> Vision – looking to the future What are the community needs

Presentation	Presenter	Commentary
	<ul style="list-style-type: none"> Hororata Historical Society – Helene Youngman/Kate Foster 	<ul style="list-style-type: none"> Vision/needs for the Hororata Museum
	<ul style="list-style-type: none"> Hororata Community Trust – Richard Lang 	<ul style="list-style-type: none"> Overview of what the Trust does in the community
	<ul style="list-style-type: none"> Craig Blackburn – Closing 	<ul style="list-style-type: none"> Three projects – Community Centre, Museum and Church – how do we as a community stage these projects and work together Where to from here Keep community updated
Closing remarks & questions of presenters	<ul style="list-style-type: none"> Opportunity for members of the public to provide feedback on future direction 	

APPENDIX 2



INDICATIVE CONCEPT PLAN FOR FEEDBACK
WEST MELTON SKATE PARK

PUBLIC EXCLUDED AGENDA

WEDNESDAY 23 SEPTEMBER 2020 AT 1PM

COMMITTEE

Mayor (S T Broughton), Councillors, M A Alexander, J B Bland, S Epiha, J A Gallagher, D Hasson, M P Lemon, M B Lyall, S G McInnes, G S F Miller, R H Mugford & N C Reid

APOLOGIES

CONFLICTS OF INTEREST

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

CURRENT MATTERS REQUIRING ATTENTION

None currently.

CONFIRMATION OF MINUTES

1. **Public excluded minutes of an Ordinary Meeting of the Selwyn District Council held in the Council Chambers on Wednesday 9 September 2020 (Pages 118-121)**

Recommended:

‘That the Council confirms the unconfirmed public excluded minutes of an Ordinary Meeting of the Selwyn District Council held on Wednesday 9 September 2020, as circulated.’

2. **Public excluded minutes of the (last) District Plan Committee Meeting held in the Council Chambers on Wednesday 26 August 2020 (Pages 122 - 130)**

Recommended:

‘That the Council receives the unconfirmed public excluded minutes of the (last) District Plan Committee Meeting held on Wednesday 26 August 2020, as circulated.’

REPORTS

3. Team Leader Strategy & Policy (Pages 131 - 136)

Approval to Notify the Proposed District Plan

Recommended:

‘That Council:

- (a) Receives the Public Excluded report ‘Approval to notify the Proposed District Plan’;*
- (b) Approves the Proposed Selwyn District Plan for public notification; and*
- (c) Agrees to the release of this recommendation into the public environment from the date of public notification, being 5 October 2020.’*

4. Service Delivery Manager Infrastructure (Pages 137 - 145)

Procurement Plan – Contract No. 1420 Selwyn District Road Network Maintenance Term Contract

Recommended:

‘That Council:

- a) Approves the Procurement Plan for Contract No. 1420 Selwyn District Road Network Maintenance Term Contract; and*
- b) That the resolution moves to Public.’*

5. Asset Manager Water Services (Pages 146 - 181)

Three Waters Service Delivery Reform – Stimulus Programme

Recommended:

‘That Council:

- a) Receive this report “Three Waters Service Delivery Reform - Stimulus Programme” for information*
- b) Approves the development of the Delivery Plan based on Option 1 which provides a balance of new assets and renewals, water assets and wastewater assets.*
- c) Delegates to Council’s CEO the authority to submit the Delivery Plan and enter into the Agreement with DIA including updates as may be required.*
- d) Agrees to the release of a statement confirming the Delivery Plan once approved by the DIA.’*

6. Group Manager Property (Pages 182 - 229)

Property Transaction Update – 31 August 2020

Recommended:

‘That Council receives the update report on property projects as at 31 August 2020 for information.’

RESOLUTION TO MOVE FROM PUBLIC EXCLUDED

Recommended:

‘That the meeting move out of public excluded business and resume in open meeting’

**PUBLIC EXCLUDED MINUTES OF AN ORDINARY MEETING
OF THE SELWYN DISTRICT COUNCIL
HELD IN THE COUNCIL CHAMBERS
ON WEDNESDAY 9 SEPTEMBER 2020 COMMENCING AT 2.10PM**

COMMITTEE

Mayor (S T Broughton), Councillors, M A Alexander, J B Bland, S Epiha, J A Gallagher, D Hasson, M P Lemon, S G McInnes, G S F Miller, R H Mugford, and N C Reid

IN ATTENDANCE

Messrs. D Ward (Chief Executive), D Marshall (Group Manager Property), S Hill (Group Manager Communication and Customers), M Washington (Group Manager Infrastructure), R Allen (Acquisitions Disposals and Leasing Manager) and R Raymond (Communications Advisor), Mesdames N Smith (Executive Assistant), B White (Acquisitions Disposals and Leasing Officer) and Ms T Davel (Governance Coordinator)

APOLOGIES

Councillor M B Lyall was an apology for the meeting.

Moved – Councillor Lemon / **Seconded** – Councillor Mugford

‘That the Council accepts the apology from Councillor Lyall, for information.’

CARRIED

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

Late item relating to 100 Broadlands Drive.

CONFLICTS OF INTEREST

No new conflicts noted.

CURRENT MATTERS REQUIRING ATTENTION

None currently.

CONFIRMATION OF MINUTES

1. **Public excluded minutes of an ordinary meeting of the Selwyn District Council held in the Council Chambers on Wednesday 26 August 2020**

The minutes were taken as read and accepted.

Moved – Councillor Epiha / **Seconded** – Councillor Alexander

‘That the Council confirms the public excluded minutes of the ordinary meeting of the Selwyn District Council held on Wednesday 26 August 2020, as circulated.’

CARRIED

2. **Public excluded minutes of an ordinary meeting of the Audit and Risk Subcommittee held in the Council Chambers on Wednesday 2 September 2020**

The minutes were taken as read and accepted.

Moved – Councillor Hasson / **Seconded** – Councillor Lemon

‘That the Council receives the unconfirmed public excluded minutes of an Ordinary Meeting of the Audit and Risk Subcommittee held on Wednesday 2 September 2020, as circulated.’

CARRIED

REPORTS

3. **Mayor**

Mayor’s (Verbal) Public Excluded Report

The Mayor briefly noted a recent meeting with Sir John Hansen, from the South Canterbury District Health Board. The Mayor said it was clear there was increased pressure from Wellington and that there was more than one rumour circulating in the media. He added that Mayors and Chief Executives were focused on delivering services to their communities and did not see any change to this.

Councillor Miller said that he, together with Councillors Epiha and Lemon have also been concerned about the CDHB and they were working in the background on solutions in the community. This included work on Ellesmere Hospital.

The Mayor said he recently met with Area Commander Inspector Peter Cooper and discussed a future location for their new building. Senior Sergeant Cooper said a decision from Wellington was still a long way ahead but he was open to the idea of selling the current station and using the proceeds to lease from Council in a proposed new building. Senior Sergeant Cooper added that his staff were really finding things very difficult lately,

especially with COVID and the recent news coverage of the Mosque shootings. They were very involved right from the start of the incident and the recent court proceedings brought those emotions back. The Mayor asked everyone to take the time, when they see the Police on the roads or anywhere, to say thank you and acknowledge what they do.

The Group Manager Property said staff had already had discussions with the Police, similar to conversations with FENZ about leasing from Council.

Moved – Mayor Broughton / **Seconded** – Councillor Gallagher

‘That Council receives the Mayor’s (Verbal) Public Excluded Report for information.’

CARRIED

4. **Chief Executive** *SICON Limited – Director Appointment Process*

Moved – Councillor Lemon / **Seconded** – Councillor Reid

‘That

- (a) Council agrees to commence advertising for the position of Director to the Board of SICON Limited via appropriate media channels;*
- (b) Council agrees to appoint an interview panel of the Mayor Broughton, SICON Limited Chair, Steve Grave and independent member, Natalie Thain;*
- (c) the interview panel will bring a paper to the 4 November 2020 Council meeting recommending the appointment of the most suitable applicant to the position of Director to the SICON Limited Board; and*
- (d) the public excluded resolution be released into the public environment at an appropriate time following appointment of a new Director to the Board of SICON Limited.’*

CARRIED

5. **Acquisitions, Disposals and Leasing Manager; Acquisitions, Disposals and Leasing Officer;** *Service of Notice Pursuant to Section 18 of the Public Works Act 1981 – 100 Broadlands Drive, Rolleston*

Acquisitions Disposals and Leasing staff said this was a follow up from the previous report. Unfortunately the land owner wanted to proceed with a deadline sale but when staff contacted them with the news of the PWA notice, they were admittedly relieved.

Staff have a good relationship with the land owners and would be visiting them in person to serve the notice, and enjoy morning tea. Councillors expressed their gratitude for the work that staff had undertaken to get to this good outcome.

Moved – Councillor Alexander / **Seconded** – Councillor Reid

‘That Council:

- (a) authorises the Chief Executive to approve and execute a notice pursuant to section 18 of the Public Works Act 1981 for the acquisition of 100 Broadlands Drive, Rolleston (‘the Land’) for the purposes of a public work; and*
- (b) authorises the Chief Executive to approve negotiations and execute an agreement pursuant to section 17 of the PWA for the acquisition of the Land; and*
- (c) agrees to the release of this recommendation into the public environment at the time of settlement of the proposed acquisition.’*

CARRIED

RESOLUTION TO MOVE FROM PUBLIC EXCLUDED

Moved – Councillor McInnes / **Seconded** – Councillor Mugford

‘That the meeting move out of public excluded business at 2.25pm and resume in open meeting.’

CARRIED

The meeting was closed with a karakia from Councillor Epiha.

DATED this day of 2020

MAYOR



PUBLIC EXCLUDED
District Plan Committee meeting
Held on Wednesday 26 August 2020 at 10.05am
at Selwyn District Council,
Rolleston

Present: Mayor S Broughton, Councillors M Alexander, M Lemon, D Hasson, N Reid, B Mugford, G Miller, M Lyall, J Bland, J Gallagher, S Epiha, S McInnes, Mr C Pauling (Environment Canterbury), Mr H Matunga (Te Taumutu Rūnanga).

In attendance: Mr T Harris (Group Manager Environmental and Regulatory Services), S Hill (Business Relationship Manager), B Rhodes (Planning Manager), N Cookeson (Information Services Manager), J Ashley (Project Lead), R Love (Strategy & Policy Team Leader), B Baird (Strategy and Policy Planner), A Mactier (Strategy and Policy Planner), J Lewes (Strategy and Policy Planner), J Tuilaepa (Senior Strategy and Policy Planner), R Carruthers (Strategy and Policy Planner), V Barker (Consultant Planner), K Johnston (Communications Consultant), S Leonard (Senior Planner, Environment Canterbury) and T Van der Velde (District Plan Administrator).

Standing Items:

1. Apologies as per public District Plan Committee minutes 26 August 2020

Ms T Wati (Te Ngāi Tuāhuriri Rūnanga) for absence.

Moved – Councillor Alexander / **Seconded** – Councillor Hasson

‘That the apology from Ms T Wati for absence be received for information.’

CARRIED

Specific Reports:

7. Chair introduction – oral presentation (Mayor Sam Broughton)

Mayor Broughton welcomed the Committee to the last District Plan Committee (DPC) meeting. Mayor Broughton noted DPC will be asked to endorse the Proposed District Plan for notification at today's meeting, which will end a significant period of reviewing and renewing the Selwyn District Plan. The District Plan is a very important plan for the District, setting boundaries and rules. He noted a number of people involved in the process and at the end of meeting, DPC will recap over the people involved to thank them.

Public Excluded Reasoning:

Section 7(2)(f)

Maintain the effective conduct of public affairs through:

- (i) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section (5) applies, in the course of their duty;*
- (ii) The protection of such members, officers, employees and persons from improper pressure or harassment.*

And

Section 7(2)(j)

Prevent the disclosure or use of official information for improper gain or improper advantage.

8. Recap of District Plan Review process – oral presentation (Tim Harris, Group Manager Environmental and Regulatory Services)

Mr Harris provided a recap of the development of the Proposed District Plan (PDP) to this point. In June 2015 Council started the process by establishing a governance structure and a Project Team. A procurement process was set up for establishing the District Plan Review Supplier Panel, Council began the first round of consultation and preparation of a number of baseline assessments and preparing guidelines for plan drafting as well as section 32 reporting, which took the project out to June 2017.

2017 to 2019 involved preparing preferred option reports, a large consultation phase including adoption and implementation of communication and engagement framework and public consultation. The Project Team then moved on to drafting of the PDP and section 32 evaluations. Towards the end of June 2019 the draft PDP was brought to DPC. In 2020 the Project Team aimed to get the Proposed PDP to DPC earlier for notification, however Council paused for a number of months due to COVID19, but this also allowed the District Plan Review Project Team to polish and refine some provisions. Council are now at the point for DPC to endorse the Proposed Plan for Council in September, a huge project milestone. The PDP is in an ePlan format and a new approach plan in terms of direction from Central Government.

Mr Harris gave thanks to staff involvement over the years and the involvement and engagement of DPC.

Councillor Hasson congratulated the team and acknowledged the work involved. Councillor Hasson questioned whether Council have worked through enough examples of the District Plan in regards to meeting compliance issues.

Mr Harris responded that there has been practical testing done which involved Resource Consent Planners working through the PDP testing provisions on previous and current applications. There will also be opportunity through the submission process and hearing process to address anything that may have been missed.

Public Excluded Reasoning:

Section 7(2)(f)

Maintain the effective conduct of public affairs through:

- (iii) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section (5) applies, in the course of their duty;*
- (iv) The protection of such members, officers, employees and persons from improper pressure or harassment.*

And

Section 7(2)(j)

Prevent the disclosure or use of official information for improper gain or improper advantage.

9. Public consultation campaign snapshot

Ms Johnston provided an overview of engagement to date, and touched on the consultation's three-year journey so far. The initial consultation leads on to the formal public consultation in 2020 to 2021.

Ms Johnston provided an outline plan of the upcoming consultation campaign for the public notification of the Proposed District Plan (PDP). Ms Johnston noted the objectives for formal public consultation:

- Meet RMA's Schedule 1 requirements specific to formal public consultation.
- Raise awareness amongst Council stakeholders and ratepayers.
- Know where to find further information & how to make a submission.
- Council would like to hear from a broad cross-section of the Selwyn District community.

Ms Johnston noted that considering the changing environment with COVID-19, the Council needs to be flexible regarding face-to-face options during the consultation period. Consultation period is to start on Monday 5 October and will run at least eight weeks. Ms Johnston outlined the rollout plan:

- Public notice in The Press (3 October) and Selwyn Times (7 October)
- Send letters/emails to all landowners (~24,000)
- Hold media briefing/issue media release
- Publish all web content on relevant Council websites
- Marketing campaign starts (print, online)
- Hold face-to-face and Zoom meetings ('Talk to a planner')
- Go to community events

The public consultation campaign theme is 'Because it matters,' making it relevant to public with the key question being 'why should I care?' Campaign will provide practical examples of why the public should care using personas.

Ms Johnston touched on changes to the DPR logo and imaging with better recognition of the Tangata Whenua in the district with local marae added and better recognition of biodiversity with the addition of an eel and crested grebe.

Ms Johnston provided examples of the key consultation material. A summary consultation document is being drafted with the themes: 'My property matters' and 'My district matters.'

Document groups key proposed changes with language that is easy to understand. Other key pieces of consultation material will be a guide on how to navigate the ePlan and a guide on how to make a submission.

Face-to-face engagement will involve meetings, including with local community committees, an industry night, public drop-in sessions, and attending community events. Next steps after submissions close:

- A summary of submissions will be prepared
- Further submissions period will open at least 10 working days
- Hearings
- Following the hearings, Council will give notice of decisions on submissions on the Proposed District Plan
- Every submitter then has the right to appeal the decision to the Environment Court.

Ms Johnston noted DPC and Councillors can help by:

- Promoting the consultation within their communities (e.g. community Facebook pages, local events, your newsletter) and let people know why they should care;
- Be an Ambassador for the PDP; and
- Attend drop-in sessions.

Councillor Reid, asked about direct mail out being addressed to landowners and not occupiers. Ms Johnston advised Council have looked at the options of sending a letter to landowners and occupiers but there are challenges with reaching occupiers. A direct letter addressed to those that are on our rates database is the best approach to reach as many people as possible.

Discussion was held around COVID-19 Alert Levels 3 & 4 and how Council will reach those that may have difficulty accessing information online. Ms Johnston commented that Council will reassess at each level noting the public will always have methods of reaching Council. Information can be sent via post at all levels. Service Centres will have guidance to assist those who require assistance.

Discussion was held around the length of the consultation and submissions period, with Councillor Alexander advocating for at least 10 weeks to take into consideration school holidays, the election, labour weekend and show weekend. Councillor Alexander added that the longer timeframe will also allow more time for submissions and time for those whom may require assistance. Councillor Alexander added that notifying can be difficult and some may not get the message in time and for these reasons would encourage a longer period of consultation.

Mayor Broughton advised that the timeframe is flexible and can be left open especially with the changing COVID-19 environment and noted the timeframe can be extended if required rather than making a decision at DPC.

It was noted the Selwyn Fireworks could be a potential opportunity for the Council to attend and promote the consultation.

Mr Matunga asked if there has been any preliminary discussion with the respective Rūnanga about how to engage during the tight timeframe.

Ms Ashley advised that the Project Team has been in touch with Mahaanui Kurataiao and they are aware of the process and timeframes.

Mr Matunga suggested contacting local Rūnanga as well as these are the ones Council engage with.

Mayor Broughton noted extending public sessions to Te Ngāi Tūāhuriri and Te Taumutu as two separate presentations.

Councillor Miller requested Council make it clear to users that the ePlan is not supported by Internet Explorer browser. He also suggested the use of the Edge Connector to engage with the public.

Councillor Alexander asked the table if there was support for a longer consultation period of 10 weeks.

There was discussion around the table with support of the consultation plan and the majority at the table happy with the eight weeks, noting the period is flexible and open to extending out if and when required.

Mr Matunga discussed challenges with engaging with Rūnanga, with drop-in sessions being less structured.

Mayor Broughton advised there are different ways to connect with communities and Council can do this via Zoom, can set a date and Rūnanga can engage with their parties for notification.

Councillor Epiha commented that he wants to understand how Council are engaging with Tangata Whenua.

Ms Johnston advised about the Māori component in the plan and going out to Tangata Whenua with the drop-in sessions.

Mr Matunga advised there are dangers in centralising consultation, noting that there are other Māori entities and many multiplicities of Māori communities in the Selwyn District. Mr Matunga noted that it would be worthwhile looking again at how Tangata Whenua can be consulted and engaged.

Ms Ashley advised the Project Team is happy to take advice from DPC members, Councillor Epiha, Mr Matunga and Ms Wati on this.

Moved – Councillor Lyall / **Seconded** – Councillor Reid

“That the Committee notes the presentation.”

“That the Committee agrees to the release of this recommendation into the public environment from date of notification of the Proposed District Plan.”

CARRIED

Public Excluded Reasoning:

Section 7(2)(f)

Maintain the effective conduct of public affairs through:

- (v) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section (5) applies, in the course of their duty;*
- (vi) The protection of such members, officers, employees and persons from improper pressure or harassment.*

And

Section 7(2)(j)

Prevent the disclosure or use of official information for improper gain or improper advantage.

10. Endorsement of the Proposed District Plan for public notification

Ms Ashley thanked DPC and the Project Team for input and direction which has helped shape the PDP into an ePlan form.

Primary focus of report is to seek endorsement from DPC of the Draft Plan for notification. Report also outlines and provides an update of any changes. Report has been taken as read and open for questions.

Discussion was held over the National Policy Statement (NPS-UD) 2020 change which removes the minimum car parking requirement. It was clarified that Council have the ability to manage onsite manoeuvring and loading where car parking areas are provided but no ability in District Plan to require minimum parking which applies across the board in urban environment area.

Councillor Pauling commented on the National Policy Statement on Freshwater Management, noting statements that should be looked at again to flesh out parts particularly in regards Tangata Whenua involvement.

Discussion was held on the NPS-UD 2020 point of ensuring urban development occurs in a way that takes into account the principles of the Treaty of Waitangi. Ms Ashley clarified that Council are aware of the change and in terms of what changes they are giving effect to Council are waiting to see how legislation will deal with that. Through this process the Project Team have formed a partnership with Māori, including representation at a governance level, input into draft provisions from the Rūnanga advisory group and guidance from Mahaanui Kurataiao for technical advice. Overall, the Project Team have tried to incorporate those values as much as possible.

Mr Matunga commented that it might mean looking at innovative ways of co-housing.

Ms Ashley noted that Council do have a range of housing provisions in the plan. The Planning Manager added that co-housing or similar is something that Council will need to consider and it might form a part of a Council submission. In addition Council are partners of Greater Christchurch 2050 work and also have a wider work programme of spatial planning for townships where this can be considered. Going forward with the RMA reforms Council will start to have further discussions about this topic in more detail which can feed into the District Plan.

Councillor Pauling commented he would like to see the approach of making sure Māori traditional values get reflected in urban development and the need to find a way to show where the traditional values exist.

Ms Ashley responded there are opportunities that Council can look at.

Discussion was held around statutory documents and how change could affect the PDP. It was clarified that for any upcoming changes such as NPS-UD Council has an opportunity to put their own submission in to make changes or put in a variation to Proposed Plan before it becomes operative, there are opportunities to update the plan if required.

Mayor Broughton commented that it is a moment in time, and the Project Team are making the best decisions with the information that Council do have now. There will be changes and Council cannot always anticipate what these might be. Council will need to be flexible and Council has always been enabling of change.

Moved – Councillor Alexander / Seconded – Councillor Lyall

“That the Committee notes the report.”

“That the Committee notes the recommended changes to draft provisions since they were last presented to DPC at the Chapter/Topic Workshop, subject to any further amendments agreed by DPC.”

“That the Committee endorses the Proposed District Plan for public notification.”

“That the Committee agrees to the release of these recommendations into the public environment from date of notification of the Proposed District Plan.”

CARRIED

Public Excluded Reasoning:

Section 7(2)(f)

Maintain the effective conduct of public affairs through:

(vii) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section (5) applies, in the course of their duty;

(viii) The protection of such members, officers, employees and persons from improper pressure or harassment.

And

Section 7(2)(j)

Prevent the disclosure or use of official information for improper gain or improper advantage.

Meeting to be moved to an open public meeting

Moved – Councillor Alexander / Seconded – Councillor Lyall

“That the meeting reconvene in an open meeting.”

CARRIED

The meeting reconvened in open meeting at 11.22am

The meeting closed at 11.32am

In accordance with Standing Orders we confirm the correctness of the minutes of the last District Plan Committee meeting.

DATED this day of 2020

CHIEF EXECUTIVE

MAYOR

PUBLIC EXCLUDED

PUBLIC EXCLUDED REPORT

TO: Chief Executive Officer

FOR: Council Meeting - 23 September 2020

FROM: Team Leader Strategy & Policy – Robert Love

DATE: 11 September 2020

SUBJECT: APPROVAL TO NOTIFY THE PROPOSED DISTRICT PLAN

RECOMMENDATION

‘That Council:

- (a) receives the Public Excluded report ‘Approval to notify the Proposed District Plan;*
- (b) approves the Proposed Selwyn District Plan for public notification; and*
- (c) agrees to the release of this recommendation into the public environment from the date of public notification, being 5 October 2020.’*

1. PUBLIC EXCLUDED REASONING

<p>To maintain the effective conduct of public affairs through:</p> <ul style="list-style-type: none"> (i) the free and frank expression of opinions by or between or to members or offices or employees of any local authority, or any persons to whom section 2(5) applies, in the course of their duty; (ii) The protection of such members, officers, employees and persons from improper pressure or harassment. 	<p>Section 7(2)(f) LGOIMA</p>
<p>To prevent the disclosure or use of official information for improper gain or improper advantage.</p>	<p>Section 7(2)(j) LGOIMA</p>

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

This report does not trigger the Council’s Significance Policy as the notification of a proposed plan is a procedural requirement of the Resource Management Act 1991 (RMA).

3. PURPOSE

To seek the Council's approval to notify the Proposed Selwyn District Plan. It is noted that the District Plan Committee endorsed the draft Proposed Plan for public notification on 26 August 2020. A link to the Proposed ePlan and an associated password has been previously circulated to all Council members.

4. HISTORY/BACKGROUND

The District Plan is Selwyn's key statutory planning document, which is prepared in accordance with the Resource Management Act 1991. It sets out objectives, policies and methods to manage the use, subdivision and development of land. It also manages the risk of natural hazards and protects the uniqueness of the district by looking after features such as buildings and sites of historic and cultural importance, outstanding natural landscapes, indigenous biodiversity and the coastal environment.

The Operative District Plan was notified in two volumes in 2000/2001 and while there have been a number of plan changes to update the Plan since this time, all plan provisions need to be reviewed every 10 years. The Proposed District Plan responds to the changing needs and aspirations of the community and stakeholders and gives effect to higher order national and regional policies. In doing so, it ensures that there is sufficient housing and business land available to accommodate future population and economic growth, while protecting the rural land resource and the on-going operation of rural activities and important infrastructure.

The Proposed District Plan is supported by a large amount of research and evidence that has been developed through the preparation of Baseline Reports, refined by Preferred Option Reports, and further informed by engagement with mana whenua, Environment Canterbury, key stakeholders and the wider community. Subsequent District Plan Committee workshops provided direction on detailed provisions that have since been integrated across chapters of the Proposed District Plan and formatted into a responsive electronic planning tool. The Proposed ePlan also aligns with the recently introduced National Planning Standards, which standardise the district plan framework and a number of definitions.

5. PROPOSAL

Public notification of the Proposed District Plan starts the formal statutory process set out under Schedule 1 of the RMA. Public consultation is currently scheduled to commence on **Monday 5 October 2020** (a public notice is to be advertised in The Press on 3 October 2020), with submissions closing at 5pm on **Friday 4 December 2020**.

The formal submission phase is followed by:

- the summarising of submissions;
- notification of the Summary of Submissions for further submissions;
- preparation of s42A reports by planners addressing the submission points;
- circulation of evidence prepared by submitters;
- hearings conducted by the Hearing Panel/s;
- preparation of recommendations by the Hearing Panel/s;
- Council's adoption of Hearing Panel's recommendations and release of decisions;

- the resolution of any Environment Court appeals.

Subject to any on-going Variations (a Council-initiated plan change to a proposed plan), the Proposed District Plan can then be made operative; thereby replacing the existing District Plan. As set out in the RMA, the Council has two years from the date of notification to release decisions on submissions (i.e. by October 2022). Any appeals are not subject to this two-year timeframe.

6. OPTIONS

Option 1 – Notify the Proposed District Plan

The Proposed District Plan is now ready for public notification, including all the supporting s32 Evaluation Reports. While it is anticipated that the provisions will be further refined through the submissions and hearing process, the draft Proposed District Plan reflects the substantial amount of work that has been undertaken over the last five years and responds to the current statutory requirements.

It is therefore recommended that Council endorses Option 1.

Option 2 – Delay the notification of the Proposed District Plan and undertake further work

The RMA requires that all district plan provisions are reviewed every 10 years, therefore there is no option not to undertake a District Plan Review. However, it is possible that the Council may decide that the draft Proposed District Plan is not currently ready for notification and that further work is required. This may be in response to the introduction of new legislation or higher order planning documents (including additional national policy statements or a replacement Canterbury Regional Policy Statement), or that the draft provisions require further detailed technical assessments to improve their robustness during the hearings phase.

On the basis that there is always likely to be some change to the overarching national or regional policies, as well as to Selwyn's natural and physical environment, during the extended timeframe of a district plan review process, it is inevitable that further work could always be undertaken to respond to these changes. However, it is not considered to be an efficient or effective use of resources to continually review the draft provisions when they have reached the point of satisfying the current statutory requirements. As such, it is not recommended that Council endorses Option 2.

7. VIEWS OF THOSE AFFECTED / CONSULTATION

A Communication & Engagement Framework and associated implementation plan was specifically developed for the District Plan Review (DPR) to ensure that the views of the partners (Environment Canterbury, Te Taumutu Rūnanga and Ngāi Tūāhuriri Rūnanga), stakeholders and the wider community informed the development of the draft provisions. The main engagement processes that have been undertaken to date are outlined below.

(a) Views of those affected

Key stakeholders were identified early in the DPR process, with various parties providing input and feedback into the development of both the Baseline Assessment Reports and the subsequent Preferred Option Reports. Environment Canterbury, Te Taumutu Rūnanga and Ngāi Tūāhuriri Rūnanga were also given the opportunity to comment on the findings of each of these reports, with their feedback also being reported back to the District Plan Committee.

A Summary Communications & Engagement Plan was prepared for each Topic at the Preferred Option stage to summarise the relevant issues and to identify any change in approach from the Operative District Plan. The Summary Plan identified which parties were to be engaged with, including internal stakeholders, ECan, Rūnanga, external stakeholders, affected landowners/occupiers and the general public, and the method and timing of that engagement.

All feedback received was reported back to the District Plan Committee in a Post Engagement Report for each Topic.

(b) Consultation processes undertaken to date

In addition to direct engagement with key stakeholders and affected landowners throughout the development of the Proposed District Plan, an initial public consultation campaign ‘Are we on the right track?’ canvassed the community’s views on the Preferred Options during August – October 2018. The public consultation phase involved the preparation of a consultation summary document, a generic leaflet on the DPR, topic specific fact sheets, online surveys and FAQs to raise awareness of the DPR process and to seek feedback on the key proposed changes. We also held a number of public drop-in sessions around the district.

All feedback received was reviewed by Topic Leads and any subsequent amendments to the Preferred Options was reported back to the District Plan Committee and shared with relevant parties. The preparation of draft provisions during January – June 2019 also involved on-going engagement with partners, internal and external stakeholders, and affected landowners. Any feedback received on the draft provisions was reported back to the District Plan Committee through topic specific workshop reports.

In addition, Council received feedback on draft provisions from Te Taumutu Rūnanga Advisory Group in October 2019. A follow-up workshop was held between Topic Leads and a Mahaanui Kurataiao Ltd (MKT) consultant planner to discuss technical aspects of the feedback. A summary of the feedback received and subsequent analysis by the Topic Lead was reported to the District Plan Committee in February 2020.

The First Schedule of the RMA requires Council to undertake pre-notification consultation with identified parties during the preparation of a proposed district plan. This consultation commenced in December 2019 with access to the draft ePlan and planning maps being provided to the iwi authority for review. Consultation with other statutory parties, including the Minister for the Environment, other relevant Ministers of the Crown, adjoining local authorities

and the Summit Road Protection Authority, occurred in January - February 2020. Feedback received during this process was reported back to the District Plan Committee in March 2020.

During the same period, Council initiated an extensive consultation exercise with all landowners affected by the Preferred Options to identify and manage natural hazards within the Plains Flood Management, Waimakariri Flood Management, Coastal Erosion and Coastal Inundation Overlay areas. The Council's Your Say Selwyn website provided a summary of the draft provisions addressing flooding and coastal hazards, links to the supporting technical reports, including a storyboard website containing searchable address functionality within each overlay, and a number of FAQs.

Due to the delay in the completion of this workstream, affected landowners will be required to lodge a formal submission on the Proposed Plan to provide their feedback. The First Schedule statutory parties were also requested to make direct contact with the DPR Project Team if they were interested in those provisions that were not available during the time of the initial consultation phase.

(c) Māori implications

There has been close engagement with DPR partners Te Taumutu Rūnanga and Ngāi Tūāhuriri Rūnanga throughout the development of the Proposed District Plan. At a governance level, representatives from both rūnanga were invited to form part of the District Plan Committee and their contribution has subsequently shaped the draft provisions.

From a technical perspective, MKT were engaged to prepare the Baseline Assessment Reports for the 'Sites and Areas of Significance to Māori' and 'Māori Purpose Zone' topics on behalf of rūnanga, as well as providing input into the preparation of the Tangata Whenua section of the Proposed Plan. MKT were also given the opportunity to review all Baseline Assessment and Preferred Option reports, which culminated in the provision of specific feedback from Te Taumutu Rūnanga Advisory Group across a range of topics. In addition, Ngāi Tahu were given an opportunity to comment on the draft provisions as part of the First Schedule consultation process with the iwi authority.

While the DPR process has endeavoured to incorporate Māori values and principles across the whole of the Proposed Plan, including within the Strategic Objectives which provide overall direction, it is acknowledged that these provisions are likely to be further refined through the submissions and hearings process.

(d) Climate Change considerations

The potential effects of climate change are recognised in the Strategic Objectives of the Proposed Plan that seek to address the risks from natural hazards to people, property and important infrastructure, and by ensuring that urban growth and development has the ability to manage or respond to climate change effects.

These Strategic Objectives are to be achieved through a suite of provisions, including those that relate to subdivision, wildfire, natural hazards mitigation works or activities within the Plains Flood Management, Waimakariri Flood Management, Coastal Erosion and Coastal Inundation Overlay areas.

8. FUNDING IMPLICATIONS

The notification of the Proposed District Plan and the associated costs of the formal statutory consultation and hearings process have been budgeted for in the Annual Plan 2020/21 and Long-Term Plan 2018-2028.

9. HAS THE INPUT/IMPACT FROM/ON OTHER DEPARTMENTS BEEN CONSIDERED?

All of Council's Asset Managers have been involved in the DPR process, including engagement as an internal stakeholder across a wide range of topics; providing expert advice to support the development of draft provisions and peer reviewing external expert advice; as a property owner; and as a requiring authority. It is therefore acknowledged that the Council's Asset Team may submit on the Proposed District Plan as part of fulfilling other functions and responsibilities of Council.



Robert Love
TEAM LEADER STRATEGY & POLICY

Endorsed For Agenda



Tim Harris
GROUP MANAGER ENVIRONMENTAL AND REGULATORY SERVICES

PUBLIC EXCLUDED REPORT

TO: Chief Executive

FOR: Council Meeting – Wednesday 23rd September 2020

FROM: Gareth Morgan, Service Delivery Manager Infrastructure

DATE: Friday, 28 August 2020

SUBJECT: **Procurement Plan – Contract No. 1420 Selwyn District Road Network Maintenance Term Contract**

RECOMMENDATION

That Council,

- (a) Approves the Procurement Plan for Contract No. 1420 Selwyn District Road Network Maintenance Term Contract; and*
- (b) That the resolution moves to Public*

1. PUBLIC EXCLUDED REASONING

To enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities

*Local Government
Official Information and
Meetings Act 1987
Section 7 (2)(i)*

2. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

This matter has been assessed for significance against the Council's Significance and Engagement Policy and is regarded as being of **high significance** for the following reasons.

The maintenance of the district's roading network is a highly important operational activity of Council, with significant impacts on outcomes for the region and its communities.

The recommendations within this report are deemed to be significant.

The costs to service this activity Contract, while significant, have already been included and budgeted for within Council's future planning and incorporated into the Long Term Plan and Annual Plan.

This matter falls within the definition of an administrative decision made by officers under delegated authority that flow from Council policy.

3. PURPOSE

The purpose of this report is to receive approval of the Procurement Plan for Contract No. 1420 Selwyn District Road Network Maintenance Term Contract 2021-2026 by Price Quality Method, in accordance with the NZTA Procurement Manual.

The contract is to be tendered on the open market and be a fixed term contract under the terms of NZS 3917:2013 over 5 years, 2021-2026.

4. BACKGROUND

4.1. The Local Government Act 2002

At its meeting of Wednesday 22nd July 2020, Council received a Report, 'Review of the delivery of Road Maintenance and Renewal Services under Section 17(a) of the Local Government Act 2002' which endorsed the Section 17(a) Report, required under the Local Government Act 2002.

4.2. Purpose

This Procurement Plan has been prepared to document the procurement process for the Selwyn District Roading maintenance contract.

The plan sets the objectives for the procurement activity which are:

- Determining the critical success outcomes for Council (meeting LoS, supporting local economy)
- Agreeing critical success factors for the procurement process (compliance with NZTA requirements, alignment with Council policy, and satisfying Local Government Act 2002 and associated regulations including the National Procurement Policy)
- Appropriate risk management to identify and mitigate risks associated with the procurement
- Confirmation of planned procurement activity features:
 - Effective market engagement strategy
 - Tender development and evaluation team composition
 - Programme of tender works

This procurement plan presents the approach to the procurement of roading network maintenance services, to be purchased through a Term Maintenance Contract under the terms of NZS 3917:2013 for a term of 5 years, 2021-2026.

The Contract will feature structural components as follows:

- Contract maintenance for the roading network 'fence to fence' as set out in the scope of services documented in the contract specification.
- Expenditure is anticipated to be approximately \$12M per annum (unadjusted for inflation or cost escalation)
- Minor unscheduled capital works – to be carried out as variations to the maintenance contract within the delegation of the Group Manager Infrastructure

4.3. Background

The Council is committed to meeting agreed levels of service to its community through its Long Term Plan.

The 2021/2022 and the Long Term Plan Infrastructure budget makes provision for the delivery of maintenance services for Selwyn District's roading network.

The objective of this function is to maintain and where appropriate, improve the road and bridge network of the Selwyn District to a standard which provides for the convenient, economic, comfortable, sustainable, safe and efficient movement of people and goods.

To achieve this purpose Council has traditionally awarded a fixed-term maintenance contract to a suitably qualified and experienced supplier. Efficiency in delivery is gained by managing the roading network maintenance via a single contract.

As the maintenance of the roading network is funded by NZTA through the Land Transport Programme, the process will need to follow the procurement sourcing requirements associated with NZTA funding, as confirmed in the Section 17(a) Report of 22nd July 2020.

To do this Council will need to continue to carry out a competitive tendering process in accordance with the NZTA Procurement Manual.

Council will also need to follow its own Procurement Policy in conducting this work.

The evaluation of tenders is required to focus on achieving best value for money, and not necessarily the lowest price.

4.4. Scope of the Contract

The delivery of the Contract is for district-wide road maintenance physical works service, with consideration of appropriate additional associated services providing a whole 'fence to fence' service.

The location of the scope of services covers all Council controlled roads within the Selwyn District.

The scope of services will include:

- The ongoing physical routine road maintenance and renewal activities being sealed roads, unsealed roads, bridges, traffic signs and markers, footpaths and cycleways, culverts, sumps and soakholes, kerb and channel, line marking, and reseals

- Updates of the asset database and records of maintenance
- Community liaison regarding road maintenance activities
- Asset data capture and ongoing support for SDC to upgrade & advance its asset management systems and strategy

4.5. Current Situation

The current term-maintenance contract was awarded in March 2015 to HEB Construction Ltd for a fixed term of 5 years and 3 months. This contract expires on 30 June 2021.

To ensure continuity of maintenance service, the Council will need to award a new contract prior, to take effect immediately after the expiry of the current contract.

The 'fence to fence' scope of services defined in the current contract are not expected to change significantly.

As part of the planning exercise Council intends to review opportunities for the next contract to contribute to Council aspirations for sustainability and local community outcomes, and to incorporate these into the new contract scope if appropriate.

4.6. Procurement Process Objective

To execute a compliant tender process and to award the 2021-2026 term-maintenance contract to a suitable road maintenance contractor.

4.7. Key Stakeholders

The Selwyn District Council, NZTA, Asset Manager Transportation, Selwyn residents, local Rūnanga, Environment Canterbury, adjacent landowners, all road users and local residents throughout the district.

Councillors will be briefed and updated throughout the entire Procurement Tender process to keep them informed of progress.

4.8. Financial Summary

The first three years of the new contract will be funded as part of the 2021 to 2024 Land Transport Programme. The level of funding is not yet known for this period or the following two years of the contract. It is not expected that the funding will be less than the current funding so has been used as an estimate for the new contract.

Council has a total subsidised roading maintenance budget of some \$13,700,000 per annum, with a NZTA Funding Assistance Rate of 51%.

With the Contracted budget of *circa* \$11,638,000 per annum

Estimated contract works (5 year term)	\$58,190,000
10% Contingency	\$5,819,000
Total	<u>\$64,009,000</u>

5. Procurement Strategy & Evaluation Criteria

5.1. Procurement Strategy

NZTA requires that procurement procedures used by approved organisations be designed to obtain best value for money spent and the following provisions apply:

- Procurement procedures will comply with the NZTA Procurement Manual
- Procurement procedures must be designed to obtain best value for money spent, having regard for the purpose of the LTMA which stresses that the land transport system must be affordable, integrated, safe, responsive and sustainable.

To achieve funding from the NZTA, Council will have to competitively tender the district-wide maintenance contract.

The tender will be a single-stage, two-envelope process, with no Expressions Of Interest. This is because of the known low number (seven) of capable suppliers and there have been three tenders received for each of the previous three times the roading maintenance contract has gone to the market.

Prequalification may be adopted if market responses indicate this will support improved outcomes.

Tenders are to be evaluated in accordance with NZTA Procurement Manual, Price Quality Method.

The Price Quality Method (PQM) will use a secure two envelope system with no alternative tenders allowed, because of the well prescribed and specified work. A 70% price and 30% non price attributes split will be used to calculate the Supplier Quality Premium –SQP.

All Tenders are to be submitted electronically via a secured online Tender Box.

5.2. Procurement Personnel

Appropriately qualified and experienced personnel have been appointed or engaged to fulfil key procurement roles for this process:

- Project Sponsor: Murray Washington, Infrastructure Group Manager
- Project Director: Gareth Morgan, Service Delivery Manager
- Independent Probity Auditor: **(TBC)**
 - Responsible for assuring Council, tenderers and stakeholders that all aspects of the process are fair and comply with the requirements of the Office of the Auditor General
- NZTA-approved Tender Evaluator: **(TBC)**.
 - Required by NZTA to contribute to the Tender Evaluation process
- Procurement Manager: Sina Cotter Tait
 - Responsible for managing the process, ensuring rigorous documentation and compliance with NZTA requirements.

The following groups will be established to execute the procurement process:

Contract Development Steering Group

Responsible for preparing the RFP contract documents and requirements, for issuing the RFP and responding to questions from tenderers. Will scope the contract to ensure maintenance requirements are met and contract performance aligns with Council strategic objectives.

- Gareth Morgan – Service Delivery Manager Infrastructure
- Mark Chamberlain – Team Leader Transportation
- Graham Huggins - Road Maintenance Engineer
- Sina Cotter Tait – Principal Consultant Engineer

Tender Evaluation Team

Responsible for conducting the tender evaluation process and scoring submissions in accordance with NZTA procurement procedures. Will prepare a recommendation to the Tender Review Team.

- Graham Huggins
- Mark Chamberlain
- NZTA Evaluator
- Procurement Manager

Tender Review Team

Responsible for providing independent review and approval of the of the Tender Evaluation Team's scoring and recommendation. Will endorse the final recommendation to Council.

- David Ward
- Murray Washington
- Gareth Morgan
- Andrew Mazey

5.3. Tender Evaluation Criteria

The non-price attributes and weightings are:

Non-price attribute	Weighting
Company details, Health & Safety, financial solvency	Pass/fail
Relevant Experience and Track Record	5%
Relevant Technical Skills and Resources	5%
Methodology – including sustainability and local presence	20%

The weighting on price is 70%

Full descriptions will be located on the Tender Document.

5.4. Tender Evaluation Method

The tenders are to be evaluated in accordance with NZTA Procurement Manual Price Quality Method, including all updates to NZTA's procurement manual. The PQM will be calculated using the Engineer's Estimate prior to tender evaluation commencing.

The Price Quality Method (PQM) will use a secure two envelope system with no alternative tenders allowed, because of the well-specified scope and routine nature of work items.

Non-price attributes will be scored first by the Tender Evaluation Team. The TET will prepare a recommendation, via the Tender Review Team (TRT), to Council confirming the final scores of tenderers' non-price attributes.

A summary and recommendation of non-price attribute scores will be presented to Council for approval. Tenderer names will be withheld at this stage for commercial sensitivity.

Following this recommendation and approval from the TRT, the TET will open the price submissions.

5.5. Tender Timeline

Item	Date due
Approval of Procurement Plan	By 28 September 2020
Market Briefing	W/C 7 October 2020
RFP issued to market	19 October 2020
Tender Period	19 October to 14 December 2020
Stage-1 Non-Price Recommendation to Council	Early February 2021
Stage-2 Price & Final Recommendation to Council	Late February 2021
Contract Commencement	(1200) 01 July 2021

6. VIEWS OF THOSE AFFECTED / CONSULTATION

(a) Views of those affected

This review is supported by Council's Infrastructure Manager and Infrastructure Staff.

(b) Consultation

No additional consultation has taken place as this report is a statutory requirement for Council under Section 17(a) of the Local Government Act 2002.

(c) Māori implications

Have been considered and no Maori implications have been identified.

(a) Climate Change considerations

Opportunities for climate change considerations will be incorporated within the scope of this Tender.

7. FUNDING IMPLICATIONS

This work is subsidised by New Zealand Transport Agency as part of the Land Transport Programme.

The funding of which is within the approved programme.

The recommendation fits within Council's existing budget allocations.

8. RELEVANT POLICY/PLANS

The management of this service is part of the overall management of the roading network. The majority of the work is subsidised by New Zealand Transport Agency as part of the Land Transport Programme (LTP).

9. COMMUNITY OUTCOMES

Community Outcomes as they relate to Transportation are included in the Contract Delivery Documents.

This Contract helps Council to meet its objectives in relation to the Social and Economic well beings by maintaining the roading network to allow road users to safely and efficiently move around the District.

10. NEGATIVE IMPACTS

None anticipated

11. LEGAL IMPLICATIONS

There are no legal issues identified of concern in this report. Council is entitled to make decisions about the services referred to in this report.

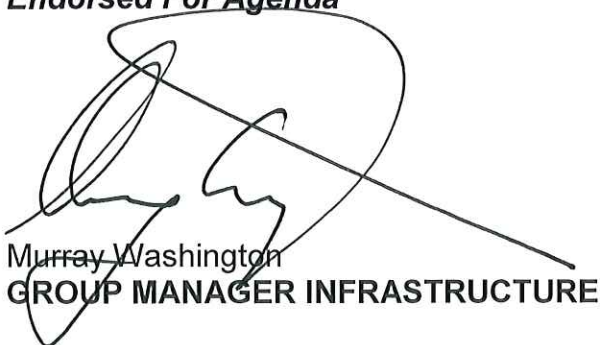
12. HAS THE INPUT/IMPACT FROM/ON OTHER DEPARTMENTS BEEN CONSIDERED?

No, there is considered to be little impact on other departments.



Gareth Morgan
SERVICE DELIVERY MANAGER (INFRASTRUCTURE)

Endorsed For Agenda



Murray Washington
GROUP MANAGER INFRASTRUCTURE

PUBLIC EXCLUDED REPORT

TO: Chief Executive

FOR: Council Meeting – 23 September 2020

FROM: Asset Manager Water Services

DATE: 17 September 2020

SUBJECT: THREE WATERS SERVICE DELIVERY REFORM - STIMULUS PROGRAMME

RECOMMENDATION

‘That Council:

- a) Receive this report “Three Waters Service Delivery Reform - Stimulus Programme” for information*
- b) Approves the development of the Delivery Plan based on Option 1 which provides a balance of new assets and renewals, water assets and wastewater assets.*
- c) Delegates to Council’s CEO the authority to submit the Delivery Plan and enter into the Agreement with DIA including updates as may be required.*
- d) Agrees to the release of a statement confirming the Delivery Plan once approved by the DIA.*

1. PUBLIC EXCLUDED REASONING

The Council may wish to exclude the public from the part of the proceedings of the meeting considering this issue. The Council could elect to resolve accordingly under section 48(1) of the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) if it considers that the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 7 (except section 7(2)(f)(i)) LGOIMA. Possible good reasons for withholding the relevant information under section 7 could include:

Section 7 LGOIMA reason for withholding:	Discussion
Section 7(2)(f) – maintain legal professional privilege	This report attaches and discusses advice from the Council's solicitors, Buddle Findlay, in relation to decision making principles and vulnerability of decisions to challenge.

Section 7(2)(h) - enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	The Council may need to let contracts to complete construction of water and wastewater infrastructure works and this paper and deliberations thereon may give prospective tenderers a commercial advantage in negotiations with the Council.
Section 7(2)(i) - enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Again, the information contained in this paper and discussion thereof may give prospective tenderers a commercial advantage in such negotiations.

2. PURPOSE

The purpose of this report is to inform Council of the Crown funding opportunity, seek Council approval to submit a Funding Agreement and Delivery Plan, and delegate to the Council's CEO the authority to enter into the Funding Agreement, and seek approval to release a statement once the proposal is approved.

3. SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

The issue and decision that is the subject of this report has been assessed against the Significance and Engagement Policy. In this regard, it is noted that:

- Provision has been made within the 2018/28 Long Term Plan for the staged upgrade of the Pines Wastewater Treatment Plant and the Ellesmere Wastewater Treatment Plant to meet growth demands.
- Any decision to construct, replace or abandon a strategic asset (which would include all water supplies including reservoirs, pump stations and reticulation and sewage collection, treatment and disposal systems including the pipes, pump stations, treatment and disposal works) would be significant.
- None of the options considered by this paper contemplate replacing or abandoning a strategic asset. All options do, however, contemplate construction of major new assets, and/or renewal of sewage collection, treatment and disposal systems including the pipes, pump stations and therefore may be considered significant in terms of consultation requirements.
- The funding provided by Government is a grant and does not need to be paid back.
- Some of the options may result in changes to the funding models for existing wastewater infrastructure (particularly the Eastern Selwyn Sewerage Scheme (**ESSS**) and the Ellesmere Sewerage Scheme (**Ellesmere Scheme**)). This will have downstream consequences for the Council's development contributions policy.

Any matters relating to development contributions will be subject to the 2021/31 Long Term Plan consultation process.

The LTP states that the level of significance of a decision will determine the process used by the decision maker considering Council's commitment to constructive community engagement.

It is recommended that the proposal is considered of **high significance** in terms of consultation requirements and the Funding Agreement may need to be subject to consultation accordingly (depending on the option chosen e.g. if the funding is related to Development Contributions).

4. HISTORY/BACKGROUND

Three Waters Review

For decades, reform has been a topic of discussion. Over the past three years, central and local government have been considering the issues and opportunities facing the system for regulating and managing the three waters (potable water, wastewater, and stormwater) again in earnest.

In July 2020, the Government announced a \$761 million funding package to provide post COVID-19 economic stimulus (job creation) to improve three waters infrastructure, support the reform of water service delivery arrangements (reform programme), and support the establishment of Taumata Arowai, the new Waters Services Regulator.

The reform programme is designed to support economic recovery, and address persistent systemic issues facing the three waters sector, through a combination of:

- stimulating investment, to assist economic recovery through job creation and maintain investment in water infrastructure renewals and maintenance; and
- reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.

Initial funding from the stimulus package will be made available to those councils that agreed to participate in the first stage of the reform programme, through the signing of the Memorandum of Understanding (MoU), Funding Agreement, and approved Delivery Plan. The MoU has been signed by Council, with the Funding Agreement and Delivery Plan needing to be approved and submitted by the end of September 2020.

Funding Agreement

This Council has been allocated \$5.33m by the Crown from the initial Canterbury allocation of \$50M. A further \$50m was allocated to Canterbury to agree an appropriate distribution between participating Councils. The Canterbury Councils have agreed to allocate this money using the same allocation methodology as the Crown. Therefore, **Council has been allocated a total of \$10.66M**. This funding will be provided as a grant, which does not need to be repaid if the Council does not ultimately commit to reform at later stages of the process.

The Funding Agreement guides the release and use of funding. It sets out:

- the funding amount allocated to the Council;
- funding conditions;
- public accountability requirements, including the Public Finance Act 1989;
- reporting milestones.

While there is some local flexibility around how the funding can be applied, the Government has indicated that this investment is intended to support economic recovery, enable improvements in water service delivery, and progress the service delivery reform programme.

The grant must be spent by 31st March 2022.

The Funding Agreement will be supplemented by a Delivery Plan, which is the document that sets out how the grant funding is to be applied by the Council.

5. PROPOSAL

That Council receives this report for information and selects one of the options outlined in Section 6.

Council staff will then finalise the Delivery Plan and enter into an agreement with the Crown.

The timeline to complete the delivery plan is provided below:

- 30 September 2020 (latest) Submit Funding Agreement and Delivery Plan
- 30 October 2020 Crown Infrastructure Partners to complete reviews
- November 2020 50% of Stimulus funding released to Council
- 31 March 2021 Projects must begin (may include design/survey etc)
- April 2021 LTP Consultation begins
- June 2021 Council Decision on LTP
- 31 March 2022 Projects must be completed (Grant funding spent)

6. OPTIONS

Four project options have been prepared. The Council must select one of these options, amend the options or reject the options altogether. If Council does not make a decision within the required timeframe, the grant opportunity will be lost.

The options are summarised below:

Option	Description
1	A mix of constructing new assets and renewals for both water and wastewater projects. Projects are fully grant funded.
2	Predominantly new capital works for a mix of water and wastewater projects. Darfield wastewater pipeline is partly DC funded and requires consultation.
3	Darfield wastewater is the preferred project with wastewater renewals being the 'contingency' project. Both projects are to be designed ahead of LTP consultation. Darfield wastewater pipeline is partly DC funded and requires consultation.
4	Wastewater renewals is the only proposed project. Works are fully grant funded. This option provides the maximum 'headroom' in accounts to allow funding of other projects in the future.

Options 1 and 4 provide **lower risk** options and allows the financial benefits to be redirected to the more complex projects by creating 'headroom' in the water and wastewater rating accounts. This is illustrated in the 'funding offset' model in appendix 2.

Options 2 and 3 present **higher risk** options that may not be capable of being delivered under the terms of the Crown funding, and as such may mean less benefit to the district. These risks can be mitigated to a degree by the use of contingency renewal projects.

Staff recommend option 1 as it best meets the objectives of the Crown funding, minimises the risks of failing to receive the full funding and secures the benefits of the funding for the district. Option 1 could be supplemented by a Council intention to provide matching ratepayer funding to other projects in the future, subject to the LTP consultation process. Council could introduce a resolution as part of this decision to cover this matter.

The projects to be delivered under each option are detailed within **Appendix 1** with further discussion on the opportunities and risks of these options provided in **Appendix 5**.

Funding model options

Three potential funding methods are summarised below. Further detail is provided in Appendix 2.

Funding/ Delivery Model	Benefits	Risks / Implications
100% Grant funded	Clear direction for staff to proceed with one delivery option.	DC funding may not be maximised and a greater funding burden fall on the ratepayer.
Contingency option dual design	Progress with two design options. Both the preferred and alternative designs are progressed to allow flexibility to change tack should the preferred option not be adopted as part of the LTP process.	Decision pre-empts the preferred option. The 'preferred option' may not be chosen through the LTP process. DC funding may not be maximised and a greater funding burden fall on the ratepayer.
Funding offset	Funding of future projects provide 'headroom' in accounts	Following the LTP process funding of the preferred option may not be palatable due to increased rates requirements.

Projects with both Crown and Development Contribution funding

Three potential projects that have been considered for DC funding are:

- Connection of Darfield to Pines wastewater treatment plant
- Connection of the Ellesmere Scheme to Pines wastewater treatment plant (this is not included within options 1 – 4, but was on the 'master list' of projects).
- Connection of Upper Selwyn Huts to Pines wastewater treatment plant (this is not included within options 1 – 4, but was on the 'master list' of projects).

Council staff have sought legal advice on the impact of funding these projects on Development Contributions. Legal advice is included in **Appendices 3 and 4**. We draw your attention to the 'Summary of Advice' section in each of these appendices.

7. VIEWS OF THOSE AFFECTED / CONSULTATION

By agreeing to the Memorandum of Understanding, the Crown and the Council have agreed to work constructively together to support the three waters service delivery reform programme. There will be future opportunities for communities to provide input in relation to the reform. Work will also be undertaken to develop a regulatory framework, including mechanisms to protect the interests of consumers.

(a) Consultation and Views of those affected

Consultation occurred as part of the 2018-2028 Long Term Plan process. Following consideration of submissions received on the LTP, Council approved and adopted the long term plan including funding for upgrade works at the Pines wastewater treatment plant to allow for growth.

The Darfield Wastewater project was not included in the 2018-28 LTP as a funded project. However the intent was consulted on as part of the 2020-21 Annual Plan. The Council confirmed its intention to develop a reticulated wastewater system for central Darfield and new development areas in the town, and to investigate the option of servicing the wider community in the future. Work is to be progressed over the next 12 months on preparing design, costs and funding options, including identification of a preferred treatment site, for further consultation through the Long-Term Plan 2021-2031. The working party is to report back initially in November 2020 on the preferred option.

Early indication that Council is proceeding with the Darfield – Pines pipeline may be considered predetermination.

(b) Māori implications

Under the Memorandum of Understanding the Parties recognised the reform programme will give rise to rights and interests under the Treaty of Waitangi and both Parties acknowledge the role of the Crown as Treaty partner. This includes maintaining Treaty settlement obligations and other statutory rights including under the Resource Management Act 1991 and the Local Government Act 2002. The outcome of discussions with iwi/ Māori will inform the design of appropriate mechanisms to reflect Treaty interests. This will include clarity of roles and responsibilities.

The work program could include projects which will be of particular interest to iwi/ Māori, including upgrades / renewals of the Fisherman's point water supply, water quality improvements at Osborne Drain and the large wastewater proposals.

(c) Climate Change considerations

A number of the projects proposed will provide resilience to climatic variations which may occur due to climate change. These could include water storage and centralised wastewater systems.

Council is cognisant of climate change potential and is developing infrastructure in line with current predictions.

8. FUNDING IMPLICATIONS

The Government has indicated its intention to provide funding to enable improvements in water service delivery, support economic recovery and progress Three Waters Services Reform. The quantum of funding available for Council is \$10.66M.

Funding will be provided as soon as practicable following agreement to the Memorandum and the associated Funding Agreement and Delivery Plan. The first tranche of funding is expected to be paid in November 2020. The Delivery Plan will need to show that the funding is to be applied to operating or capital expenditure on three waters service delivery (with the mix to be determined by the Council) that:

- supports economic recovery through job creation; and
- maintains or increases investment in core water infrastructure upgrades, renewals and/or maintenance

On a triannual basis, Council reviews and develops the ESSS and Ellesmere wastewater strategy and DC policy as part of the Long Term Plan process. The last LTP to be adopted by council was 2018 – 2028. Projects which are part funded by DC's will be subject to this consultation and reporting.

The option chosen will dictate the level and type of consultation required as part of the 2021-31 LTP.



Murray England
ASSET MANAGER WATER SERVICES

Endorsed For Agenda



Murray Washington
GROUP MANAGER INFRASTRUCTURE

APPENDICES

- Appendix 1 – Project options
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									Meets Reform Objectives?						
Water	Scheme (Site)	Ward	Project	Benefit	Estimated Value (\$)	Crown Funding Required (\$)	DC/public funding required (\$)	Cumulative Total	1	2	3	4	5	6	7
Water	Leeston (Leeston Dunsandel Road)	Ellesmere	Treated water storage reservoir and pump station	Provides treated water storage for Leeston - the scheme does not currently have any reservoir storage. Provision of low flow should a bore be taken off line.	\$1,200,000	\$1,200,000	\$0	\$1,200,000	Y	Y	Y	Y	Y	-	Y
Water	Greater West Melton	Selwyn Central	Elizabeth Allen - treated water storage and pump station	To provide resiliency for the Greater West Melton Supply. Allows optimised operation of EA treatment plant	\$500,000	\$500,000	\$0	\$1,700,000	Y	Y	Y	Y	Y	-	Y
Water	District wide	District wide	Chlorine ready	Providing chlorination ready infrastructure and instrumentation at all WTP sites	\$1,000,000	\$1,000,000	\$0	\$2,700,000	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Project Management (3% of CAPEX)	Required to administer projects; job creation/stimulus	\$495,401	\$495,401	\$0	\$3,195,401	Y	Y	Y	Y	Y	Y	Y
All	District wide	District wide	Design (3.75% of CAPEX including contingency)	Required for projects; job creation/stimulus	\$619,252	\$619,252	\$0	\$3,814,653	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Design for renewals (3.75% of CAPEX including contingency)	Required for backup project, provides alternative if the Kirwee/Darfield project is delayed; job creation/stimulus	\$217,500	\$207,000	\$10,500	\$4,021,653	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Construction monitoring fees (3% of CAPEX)	Required for projects; job creation/stimulus	\$495,401	\$495,401	\$0	\$4,517,054	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Reform funding, option analysis	Mandated spending	\$109,000	\$109,000	\$0	\$4,626,054	Y	Y	Y	Y	Y	Y	Y
Surfacewater	Osborne Drain	Springs	Installation of a treatment at Osbourne Drain pump station	Provision of surface water treatement. Environmental improvement, cultural	\$300,000	\$300,000	\$0	\$4,926,054	-	Y	-	Y	Y	-	Y
Water	Taumutu	Ellesmere	Taumutu linear renewals	Renewal of the linear network in Taumutu (Fishermans Point), cultural	\$200,000	\$200,000	\$0	\$5,126,054	Y	Y	Y	Y	Y	-	Y
Wastewater	Darfield/Kirwee	Malvern +	Kirwee/Darfield (Stage 1) WW – Pines WWTP pipeline connection.	Provided WW treatment for Darfield/Kirwee and the surrounding area	\$13,313,378	\$5,533,946	\$7,779,432	\$10,660,000	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Contingency: accelerated renewals	Upgrade of aging assets	Unlimited	\$5,800,000	\$0	Not included (alternative only)	Y	Y	Y	Y	Y	-	Y
Backup for reform funding money = put towards renewals				OPTION 2				\$10,660,000	Grant amount						
				Operations, renewals and Darfield pipeline				\$0	Surplus/deficit/contingency						

Water	Scheme (Site)	Ward	Project	Benefit	Estimated Value (\$)	Crown Funding Required (\$)	DC/public funding required (\$)	Cumulative Total	Meets Reform Objectives?						
									1	2	3	4	5	6	7
All	District wide	District wide	Project Management (1% of CAPEX)	Required to administer projects; job creation/stimulus	\$106,600	\$106,600	\$0	\$106,600	Y	Y	Y	Y	Y	Y	Y
All	District wide	District wide	Design (3.75% of CAPEX including contingency)	Required for projects; job creation/stimulus	\$399,750	\$399,750	\$0	\$506,350	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Construction monitoring fees (3% of CAPEX)	Required for projects; job creation/stimulus	\$319,800	\$319,800	\$0	\$826,150	Y	Y	Y	Y	Y	-	Y
All	District wide	District wide	Reform funding, option analysis	Mandated spending	\$109,000	\$109,000	\$0	\$935,150	Y	Y	Y	Y	Y	Y	Y
Wastewater	District wide	District wide	Accelerated renewals	Upgrade of aging assets	\$9,724,850	\$9,724,850	\$0	\$10,660,000	Y	Y	Y	Y	Y	-	Y
								\$10,660,000	Grant amount						
Backup for reform funding money = put towards renewals					OPTION 4			\$0	Surplus/deficit						
					Renewals only										

Contribution to Reform Agenda

Objectives :

1. Significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems;
2. Ensuring all New Zealanders have equitable access to affordable three waters services;
3. Improving the coordination of resources, planning and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
4. Increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
5. 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 councils;
6. Improving transparency about, and accountability for, the delivery and costs of three waters services, including the ability to benchmark the performance of service providers; and
7. 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.

100% Grant funded

Project cost = Grant funding

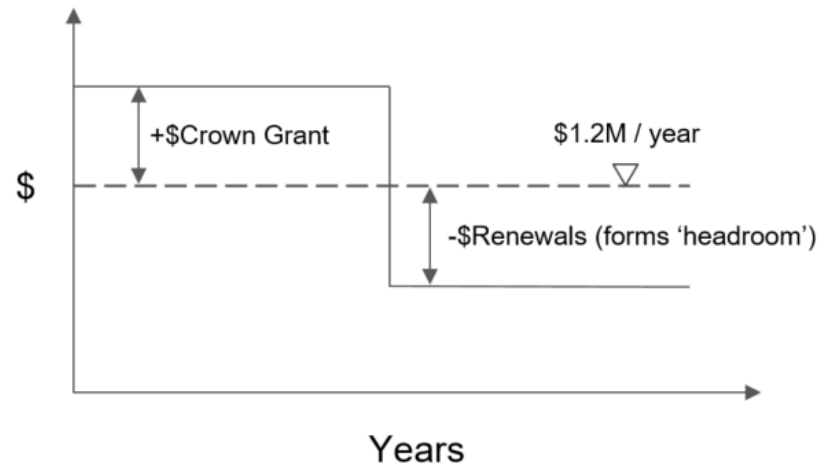
Funding Offset

Current



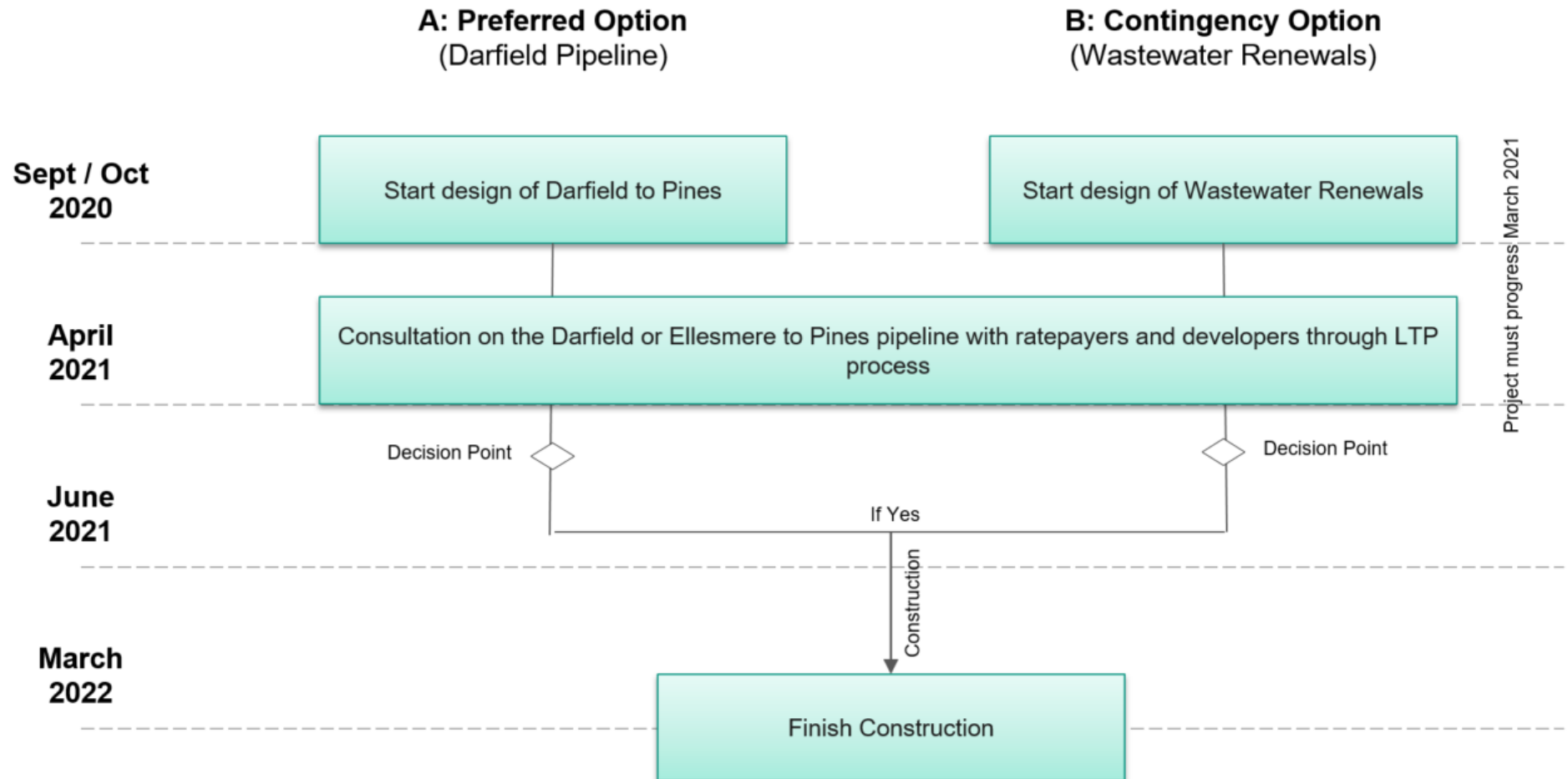
- Flat line renewal funding rate of \$1.2M per year

Proposed



- Advance the funding of renewals using Crown grant
- Reduce renewal funding rate in the future
- Rated income diverted to fund "other projects"

Contingency Option – Dual Design



Appendix 3 – Buddle Findlay opinion in relation to proposed connection of Ellesmere Sewerage Scheme to Eastern Selwyn Sewerage Scheme

Note: the Ellesmere pipeline does not feature in the options currently provided (however, it is included in the master list of projects). This advice is provided for information should the project proceed in the future.

Appendix 4 – Buddle Findlay opinion in relation to proposed connection of Darfield and Upper Selwyn Huts to Eastern Selwyn Sewerage Scheme

Note: the Darfield pipeline is not included in the staff recommended option. This advice is provided for information should the project proceed.

Appendix 5 – Options table

#	Option	Description	Assessment	Funding implications	Funding Model
1	Mixture of Capex and renewals	Balance of new assets and renewals. Balance of water and wastewater projects. Option is fully grant funded.	Provides clear direction for staff to proceed without delay, provides broad benefits to the district, including water quality, resilience projects, operational benefits. Low risk	The benefits of the Crown funding falls to all water and wastewater ratepayers, reducing future rate requirements and providing opportunity to fund other projects in the future	100% Grant funding
2	Mixture of Capex, renewals and Darfield pipeline	Predominantly new capital works for water and wastewater. Darfield wastewater project requires a consultation process	Provides a mix of projects that can proceed without delay, allows potential support for wastewater provision in Darfield. The Darfield project presents some timing and uncertainty risk as the project is subject to further assessment of options and public consultation. Medium risk – potentially mitigated by renewals as a contingency.	The benefits of the Crown funding falls to: <ul style="list-style-type: none"> • water and wastewater ratepayers • Darfield landowners served by the wastewater scheme • land developers 	Grant funding + Contingency Option – Dual Design
3	Darfield pipeline, with renewals as a backup	Darfield wastewater is the preferred project with wastewater renewals being the ‘contingency’ project. Both projects are designed ahead of LTP consultation process	Provides substantial initial funding for the Darfield wastewater scheme. This will make the scheme more affordable for land developers and the existing population. There is considerable timing and uncertainty risk as the	The benefits of the Crown funding falls to: <ul style="list-style-type: none"> • Darfield landowners served by the wastewater scheme • land developers 	Contingency Option – Dual Design

			scheme is subject to further assessment of options and public consultation. High risk - potentially mitigated by renewals as a contingency		
4	Renewals only	Wastewater renewals are the only proposed project. Works are fully grant funded. This option provides the maximum 'headroom' in accounts to allow future funding of wastewater projects in the future	Provides clear direction for staff to proceed without delay, provides general benefits to the district in terms of upgrading aging assets. Low risk	The benefits of the Crown funding falls to all wastewater ratepayers, reducing future rate requirements and providing opportunity to fund other projects in the future	100% Grant funding

Options 1 and 4 provide **lower risk** options and allows the financial benefits to be redirected to the more complex projects by creating a benefit to the water and wastewater rating accounts. This benefit provides 'headroom' in these accounts to allow support for future projects. This is illustrated in the 'funding offset' model in appendix 2.

Options 2 and 3 present **higher risk** options that may not be capable of being delivered under the terms of the Crown funding, and as such may mean less benefit to the district. These risks can be mitigated to a degree by the use of contingency renewal projects.

Staff recommend option 1 as it best meets the objectives of the Crown funding, minimises the risks of failing to receive the full funding and secures the benefits of the funding for the district. Option 1 could be supplemented by a Council intention to provide matching ratepayer funding to other projects in the future, subject to the LTP consultation process. Council could introduce a resolution as part of this decision to cover this matter.

Where DC/public funding is required, this could lead to delays. Most projects that we have proposed will be fully funded by the grant. However, the Darfield/Kirwee pipeline project would only be partially funded. The remainder of the project cost would need to be met by DC and/or public funding. This funding shortfall represents a risk to Council.

To mitigate the risk, we have suggested that we allocate some funding towards design of renewals. The renewals design would be carried out in parallel with the design of the Darfield pipeline. If the pipeline project is delayed, the balance of the grant spending could be re-allocated to renewals.

Funding accelerated renewals could create 'headroom' in the rates accounts If renewals are funded with the grant money, this could create 'headroom' in the rates accounts by decreasing the ratepayer contribution to renewals in future. The 'headroom' could be re-allocated to fund other projects. The Council will make the decision on funding other projects through the LTP process..

Other risks to consider:

- Building the Darfield/Kirwee pipeline will also require roll-out of the reticulation project within the townships, requiring significant additional cost and time. If this project does not proceed, the Darfield/Kirwee pipeline will not be used.
- If built earlier than reticulation within the towns, the Darfield/Kirwee pipeline could remain inactive for a period of time. This may create an additional risk to Council, through reduced testing throughout the defects liability period (or an increased cost to test the pipe with an alternative water source).
- If a project is delayed, this could disrupt Council's ability to spend the grant money. We have suggested options for reducing this risk, including undertaking parallel design packages for two projects at once.
- Funding only accelerated renewals will not remedy some operational issues to the extent that Capital projects will.

10 September 2020

To

Murray England and Greg Bell
Selwyn District Council
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From

Mark Odlin

By Email

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draft

Dear Murray and Greg

10 Sep 2020

Proposed connection of Ellesmere Sewerage Scheme to Eastern Selwyn Sewerage Scheme

1. We understand that the Council is investigating the possibility of connecting the Ellesmere Sewerage Scheme (**Ellesmere Scheme**) to the Eastern Selwyn Sewerage Scheme (**ESSS**) (**Connection Proposal**).
2. We understand that:
 - (a) the Council is considering funding the Connection Proposal:
 - (i) with part of the Council's Government three waters services delivery grant; and
 - (ii) from other funding sources available to the Council; and
 - (b) if the Connection Proposal proceeds:
 - (i) the projected upgrade of the existing Ellesmere Scheme wastewater treatment plant in 2023/2024 would no longer be required; and
 - (ii) existing capacity in the ESSS and, specifically, the Pines wastewater treatment plant (**Pines Plant**) would be used more quickly than originally anticipated which, would, in turn, have a beneficial effect on the ESSS funding model by reducing the whole of life cost of that asset.
3. You have asked us to consider:
 - (a) whether the Council can use development contributions already collected from developers in the Ellesmere Scheme catchment to fund part of the capital cost of implementing the Connection Proposal;
 - (b) whether it would be necessary to refund any development contributions already collected in respect of the Ellesmere Scheme if:

- (i) the Connection Proposal proceeds; and
- (ii) as a consequence, the Council does not proceed with the currently projected 2023/24 Ellesmere Scheme sewage treatment plant expansion;
- (c) whether the Council can continue collecting development contributions in respect of the Ellesmere Scheme;
- (d) whether the Connection Proposal creates any issues for the ESSS funding model the ESSS development contribution regime; and
- (e) what, if any, changes need to be made to the Council's development contributions policy in respect of the proposed changes in configuration of its wastewater treatment and reticulation infrastructure.

Summary of advice

4. The Council can use development contributions already collected from developers in the Ellesmere Scheme catchment to fund the balance of the cost of the Connection Proposal as (part of) an alternative sewerage work to meet future demand for sewerage capacity in Leeston, Southbridge and Doyleston, if the Council's development contributions policy is amended to provide for this change.
5. It will be necessary to refund development contributions collected in respect of the Ellesmere Scheme if the Council does not provide the network infrastructure for which such development contributions were collected. However, for these purposes, assets which have the same general function and purpose as the Ellesmere Scheme assets can be treated as network infrastructure for which Ellesmere Scheme development contributions were collected. We therefore think that Ellesmere Scheme development contributions can be legitimately applied to that part of ESSS capacity required to accommodate the equivalent growth.
6. The Council can continue collecting development contributions in the Ellesmere Scheme catchment provided that:
 - (a) the Council's development contributions policy is amended to provide for the alternative sewerage works (which may include the Connection Proposal together with capacity in the Pines Plant) instead of upgrading the capacity of the Ellesmere Scheme sewage treatment plant; and
 - (b) the development contribution rate per household unit equivalent (**HUE**) is adjusted appropriately for the combined ESSS and Ellesmere Scheme.
7. The Connection Proposal will also have implications for the ESSS funding model and associated development contributions because the Ellesmere Scheme will take up (some of) the existing available capacity in the ESSS, particularly at the Pines Plant. The Council will therefore need to carefully:
 - (a) model and analyse:

- (i) the project and associated costs and benefits;
 - (ii) "whole of life" capital costs of wastewater infrastructure required to cater for growth;
 - (iii) population growth and future demand for these assets; and
 - (iv) any other inputs into the Council's development contributions models;
- (b) consider the factors set out in section 101(3) of the Local Government Act 2002 (**LGA**); and
- (c) to the extent applicable and appropriate, apply the methodology set out in schedule 13 of the LGA (noting that this methodology provides for a maximum level of development contributions),

to determine the appropriate sources of funding for the Connection Proposal and existing and future wastewater infrastructure and the level of development contributions payable in respect of the combined ESSS and Ellesmere Scheme. Past experience would suggest that any significant development contribution decision will be scrutinised. But, in any case, the Council will want to ensure that its decision-making and consultation processes are robust, it takes appropriate economic and technical advice on the Connection Proposal and any reconfiguration of its wastewater infrastructure and that the outcome of this process is well documented and recorded in accordance with the requirements of the LGA.

Background

8. We understand that:

- (a) The Selwyn District has sewerage reticulation and treatment networks which service defined catchments including the ESSS catchment and the Ellesmere Scheme catchment. Sewerage development contributions are assessed against a HUE on the basis of the sewerage reticulation and treatment network it will connect to.¹
- (b) The Ellesmere Scheme serves the Doyleston, Leeston and Southbridge townships.²
- (c) The Council's development contributions policy as contained in the 2018-2028 Long Term Plan (**LTP**) and amended in June 2020 sets out the capital expenditure the Council expects to incur to meet increased demand for community facilities resulting from growth.³ For the Ellesmere Scheme, the development contributions policy identifies total capital expenditure of \$10,256,585 of which 95% is to be funded by development contributions at a development contribution per HUE of \$10,549.⁴
- (d) The Council has collected development contributions from all new developments within the Ellesmere Scheme development contribution area that are able to connect to the Ellesmere Scheme as anticipated by clause 4.3 of the development contributions policy which states:

4.3. Who gets charged

¹ Development Contributions Policy Council Approved: 20 June 2018 and amended 24 June 2020 at clause 3.15.

² Wastewater Activity Management Plan, Volume 3, 2018 at page 101.

³ 2018-2028 LTP at page 249.

⁴ Ibid at page 250 (Table 1).

All new developments within the identified development contribution areas that are able to connect to the relevant sewerage or water scheme, will be assessed for a development contribution in accordance with this policy. For restricted water supplies a development contribution will only be charged if additional water units are required.

- (e) The development contributions policy describes the purpose of, and funding for, the Ellesmere Scheme as follows:⁵

To allow for the future demand for sewerage capacity in Leeston, Southbridge and Doyleston, the Council will upgrade the capacity of the Ellesmere Scheme sewage treatment plant and reticulated network including pipelines and pump station. The upgraded plant will provide additional capacity for up to 30 years. The capital expenditure will be incurred in the period 2018 to 2028 and 90% of the costs of the upgraded treatment plant will be funded through development contributions and the remaining 10% will be funded through the District wastewater targeted rate.

(our emphasis)

- (f) The schedule of assets in Appendix 1 of the development contributions policy identified under the heading *Ellesmere Sewerage Scheme* mentions planned expenditure for *wastewater treatment plant and sewerage reticulation*.
- (g) The Council continues to collect development contributions from all new developments within the Ellesmere Scheme development contribution area that are able to connect to the Ellesmere Scheme.
- (h) The development contributions policy states:⁶

The Council has been collecting development contributions in relation to the upgrade of the Eastern Selwyn Sewerage Scheme for some time.

The scheme costs include:

- *the purchase of additional land for the treatment site;*
- *the construction of the wastewater treatment plant; and*
- *the construction of pipelines, pump stations and associated works.*

- (i) Table 1 of the development contributions policy identifies a total cost of \$49,434,923 for the ESSS, of which 94% is to be funded by development contributions at a development contribution per HUE of \$5,244.
- (j) The Council is also contemplating connecting other communities to the ESSS including Darfield (which does not have a wastewater reticulation and treatment network) and the Upper Selwyn Huts (which has a treatment system which is coming to the end of its economic life). No wastewater development contributions have been collected (or are currently collectible) from either of these communities.

9. We have assumed, for the purposes of this opinion, that previous development contributions policies have taken substantially the same approach as taken in the current development contributions policy in relation to the Ellesmere Scheme. Please let us know if this assumption is incorrect or if you would like us to check previous development contributions policies on this point.

⁵ Ibid at page

⁶ Ibid.

Can the Council use development contributions already collected from developers in the Ellesmere Scheme catchment to fund the balance of the cost of the connecting infrastructure to the ESSS?

10. The Local Government Act 2002 (LGA) requires that development contributions must be used:

- (a) for or towards the capital expenditure of the community infrastructure for which the contribution was required;⁷ and
- (b) for the benefit of the district or part of the district identified in the development contributions policy.⁸

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11. Clause 2.14 of the current development contribution policy reflects the LGA requirement as follows:

2.14. The Council's use of development contributions

The Council will use development contributions only on the activity for which they are collected. This will be undertaken on an aggregated project basis for each of the activities.

12. The development contributions policy anticipates that development contributions collected from the Ellesmere Scheme development contribution area will be used to upgrade the capacity of the Ellesmere Scheme sewage treatment plant and reticulated network including pipelines and pump station, essentially to meet future demand for sewerage capacity in Leeston, Southbridge and Doyleston.

13. Using Ellesmere Scheme development contributions to fund the Connection Proposal would effectively change what the development contributions would be used for, as there would no longer be a need to upgrade the capacity of the Ellesmere Scheme sewage treatment plant. While presumably there will remain a need to use that portion of development contributions collected from the Ellesmere Scheme development contribution area for *sewerage reticulation* (see paragraph 8(f) above), we understand that the portion of development contributions collected for the Ellesmere Scheme sewage treatment plant upgrade would instead be used toward an alternative infrastructure to meet future demand for sewerage capacity in Leeston, Southbridge and Doyleston, being:

- (a) the infrastructure contemplated by the Connection Proposal; and
- (b) capacity at the Pines Plant.

14. However:

- (a) Application of development contributions to assets other than those set out in the section 201A schedule (referred to in paragraph 8(f) above) is permitted provided:
 - (i) the assets are for the *same general function and purpose* as those set out in the schedule; and
 - (ii) the schedule has been updated or will be updated when the development contributions policy is next reviewed.⁹

⁷ Sections 197AB(d)(i) and 204(1)(a) of the LGA.

⁸ Section 197AB(d)(ii) of the LGA.

⁹ Section 201A(7) of the LGA.

- (b) The need to amend the development contributions policy to take into account changes in the capital development works programme is also anticipated by clause 2.15 of the development contributions policy which states:

2.15. Review

It is anticipated that this policy will be updated on a three yearly basis or at shorter intervals if the Council deems it necessary. Any review of policy will take account of:

...

- any changes in the capital development works programme for growth;

15. Accordingly, we consider that the Council can use development contributions already collected from developers in the Ellesmere Scheme development contribution area for upgrading the Ellesmere Scheme sewage treatment plant to instead fund an alternative sewerage work (described at paragraphs 13(a) and 13(b) above) to meet future demand for sewerage capacity in Leeston, Southbridge and Doyleston provided it amends its development contributions policy to reflect that change prior to the alternative work being undertaken. Aside from:

- (a) ensuring compliance with the requirements of the section 201A(7)(b) of the LGA (in terms of updating the schedule of assets to which development contributions can be applied); and
- (b) promoting the LGA principle of conducting business in an open, transparent and democratically accountable manner,¹⁰

amending the development contributions policy will also minimise the risk of complaints that the Council is using development contributions collected from the Ellesmere Scheme development contribution area for purposes other than upgrading the capacity of the Ellesmere Scheme sewage treatment plant as anticipated in the (unaltered) development contributions policy.

Is it necessary to refund any development contributions already collected in respect of the Ellesmere Scheme if the connecting infrastructure is constructed and the Council does not proceed with the contemplated 2023/24 Ellesmere treatment plant expansion?

16. As noted above, development contributions collected in respect of the Ellesmere Scheme can be applied to other wastewater infrastructure if the Council's development contributions policy is amended accordingly. In this context, we understand that:
- (a) the Connection Proposal does not (on its own) provide the *new* treatment capacity that the planned upgrade to the Ellesmere Scheme sewage treatment plant would have provided;
 - (b) the Connection Proposal would rely on *existing* available treatment capacity in the ESSS's Pines Plant;
 - (c) a new development contribution per HUE calculation would not only need to account for the cost of the connecting infrastructure to the ESSS, but also for a portion of capital cost associated with utilising existing available capacity in the Pines Plant that would have otherwise been:

¹⁰ Section 14 of the LGA.

- (i) available for growth in the ESSS area; and
- (ii) funded by ESSS area development contributions; and
- (d) the purpose of the Connection Proposal may be water quality or environmental improvements rather than capital or operating cost savings and, therefore, there may be no reduction in the capital cost of provision of wastewater services to the Ellesmere wastewater catchment as a consequence of pursuing the Connection Proposal.

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17. Under section 209(1)(d) of the LGA, the Council would be required to refund development contributions collected for the Ellesmere Scheme if:

the [Council] does not provide the ... network infrastructure... for which the development contribution was required¹¹

18. As noted in paragraph 14(a) above, network infrastructure includes assets with the *same general function and purpose* as the assets included in the original section 201A schedule. So, to the extent that Ellesmere Scheme development contributions are not appropriately applied by the Council to either:

- (a) the Ellesmere Scheme; or
- (b) the Connection Proposal and the ESSS (which are assets with the same general function and purpose as the assets included in the original section 201A schedule),

the Council will be required to refund such development contributions.

Can the Council continue collecting development contributions in respect of the Ellesmere Scheme?

19. We think that the Council can continue collecting development contributions in respect of the Ellesmere Scheme provided that:

- (a) the development contributions policy is amended to provide for the:
 - (i) Connection Proposal; and
 - (ii) use of existing available capacity in the Pines Plant instead of upgrading the capacity of the Ellesmere Scheme sewage treatment plant (see paragraphs 8 to 15 above); and
- (b) the development contribution rate per HUE is reduced to reflect any associated cost saving.

Does the Connection Proposal create any issues for the ESSS and the associated development contributions regime?

20. As mentioned at paragraph 16 above, the Connection Proposal does not (on its own) provide *new* treatment capacity that the planned upgrade to the Ellesmere Scheme sewage treatment plant would have provided. Rather the intent is to rely on *existing* available treatment capacity in the ESSS's Pines Plant. Accordingly, the Connection Proposal will take up (some of) the capacity in the ESSS, particularly at the Pines Plant. It will be important for the Council to carefully account for

¹¹ See also the principles in section 197AB(d)(i) and 204 of the LGA.

the capacity being used by the joining of the Ellesmere Scheme to ensure that ESSS development contributions do not subsidise the cost of the ESSS capacity being taken up by:

- (a) existing users of the Ellesmere Scheme;
- (b) future (growth) users of the Ellesmere Scheme; and
- (c) other new users (such as newly connected households from the Upper Selwyn Huts and Darfield).

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21. We also anticipate that faster than anticipated use of ESSS capacity will reduce the whole of life cost of the ESSS meaning that ESSS development contributions can be reduced. Council will be aware that it has previously been criticised for setting ESSS development contributions too high at the outset. It has been suggested that the Council should refund a proportion of early development contributions and increase development contributions paid by later developers. We are also aware of other recent unanticipated connections (such as Burnham Camp) which are likely to have a similar effect. Although we have not recently heard anything from the group known as the *ESSSPG* (which has previously raised these sorts of concerns) or its solicitor, we cannot rule out further adverse comments and claims from this quarter.
22. Robust decision-making processes and consultation (which the Council should adopt regardless of the likelihood of challenge) will ensure that the Council's decisions are entirely defensible. In this regard we note that:
 - (a) As there are a number of possible funding sources, user communities and competing economic factors at play here, there is a key section 101(3) LGA consideration to be undertaken at the outset of the process. Section 101(3) provides that:

The funding needs of the local authority must be met from those sources that the local authority determines to be appropriate, following consideration of,—

 - (a) in relation to each activity to be funded,—*
 - (i) the community outcomes to which the activity primarily contributes; and*
 - (ii) the distribution of benefits between the community as a whole, any identifiable part of the community, and individuals; and*
 - (iii) the period in or over which those benefits are expected to occur; and*
 - (iv) the extent to which the actions or inaction of particular individuals or a group contribute to the need to undertake the activity; and*
 - (v) the costs and benefits, including consequences for transparency and accountability, of funding the activity distinctly from other activities; and*
 - (b) the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural well-being of the community.*
 - (b) The Council will also need to be conscious of the schedule 13 LGA methodology for relating:
 - (i) the total cost of the capital expenditure that the Council expects to incur to meet increased demand for wastewater services in the Ellesmere Scheme and ESSS catchments resulting from growth; and
 - (ii) the relevant units of demand.

23. The Council might consider instructing appropriately qualified consultants to assist with this exercise and advise generally. We think that these consultants may include:
- (a) a wastewater engineer to advise on the system, service and environmental benefits of the Connection Proposal and the connection of other communities;
 - (b) a financial analyst to review the Council's modelling; and
 - (c) an economist to analyse the economic costs and benefits to inform the Council's decisions under section 101(3) of the LGA – we anticipate that this may include detailed counterfactual analysis along the lines completed in respect of the ESSS development contributions model.

What, if any, changes need to be made to the Council's development contributions policy in respect of the proposed change in configuration?

24. For the reasons set out above, we consider that:
- (a) the development contributions policy could be amended to provide for:
 - (i) connecting infrastructure to the ESSS and utilisation of existing available capacity in the Pines Plant instead of upgrading the capacity of the Ellesmere Scheme sewage treatment plant (see paragraphs 8 to 15 above); and
 - (ii) connection of other townships' wastewater systems;
 - (b) the level of development contributions in any such amended development contributions policy will need to be carefully recalibrated in accordance with the section 101(3) and the methodology in schedule 13 of the LGA; and
 - (c) this analysis will also need to be carefully reproduced and explained in the consultation on the updated development contributions policy and in the updated development contributions policy itself in accordance with the requirements of section 106 of the LGA.
25. We anticipate that this process may result in one development contribution being charged for all combined ESSS /Ellesmere Scheme/other townships catchment units of demand, but we expect that this will need to be carefully modelled first.

Conclusion

26. We have summarised our conclusions in paragraphs 4 to 7 above.
27. Please do not hesitate to telephone if you wish to discuss.

Yours sincerely

Mark Odlin
Partner

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16 September 2020

To

Murray England
Selwyn District Council
PO Box 90
Rolleston 7643

From

Mark Odlin
Cedric Carranceja

By Email

murray.england@selwyn.govt.nz

draft
16 Sep 2020

Dear Murray

Proposed connection of Darfield and Upper Selwyn Huts to Eastern Selwyn Sewerage Scheme

1. We understand that the Council is also investigating the possibility of connecting the following communities via pipelines to the Eastern Selwyn Sewerage Scheme (**ESSS**):
 - (a) Darfield (**Darfield Connection**); and
 - (b) Upper Selwyn Huts (**Upper Selwyn Huts Connection**).
2. You have asked us to advise on the appropriate treatment of the Darfield and Upper Selwyn Huts communities in the development contributions model.

Summary of advice

3. The Council could require development contributions for the Darfield Connection from:
 - (a) the future (growth) community in Darfield; and
 - (b) those in the existing Darfield community who seek authorisation for a service connection to Council network infrastructure,
 if the Council's development contributions policy is amended to provide for such development contributions.
4. The Council cannot require development contributions for the Upper Selwyn Huts Connection, as the proposed capital expenditure is required to replace existing sewerage infrastructure, not for additional (or growth in) demand for new or additional sewerage infrastructure, or sewerage infrastructure of increased capacity.
5. The Darfield Connection and the Upper Selwyn Huts Connections will have implications for the ESSS funding model and associated development contributions because they will take up (some of) the existing available capacity in the ESSS, particularly at the Pines Plant. The Council will therefore need to carefully:

- (a) model and analyse:
 - (i) the Darfield and Upper Selwyn Huts Connections, and their associated costs and benefits;
 - (ii) "whole of life" capital costs of wastewater infrastructure required to cater for growth, as distinct from capital costs for replacement wastewater infrastructure;
 - (iii) population growth and future demand for these assets; and
 - (iv) any other inputs into the Council's development contributions models;
- (b) consider the factors set out in section 101(3) of the Local Government Act 2002 (**LGA**); and
- (c) to the extent applicable and appropriate, apply the methodology set out in schedule 13 of the LGA (noting that this methodology provides for a maximum level of development contributions),

to determine the appropriate sources of funding for the Darfield and Upper Selwyn Huts Connections and existing and future wastewater infrastructure. This will then inform the level of development contributions payable in respect of the ESSS and the Darfield Connection (whether as separate catchments, or as a combined catchment). Past experience would suggest that any significant development contribution decision will be scrutinised. But, in any case, the Council will want to ensure that its decision-making and consultation processes are robust, it takes appropriate economic and technical advice on the Darfield and Upper Selwyn Huts Connections and any reconfiguration of its wastewater infrastructure, and that the outcome of this process is well documented and recorded in accordance with the requirements of the Local Government Act 2002 (**LGA**).

Background

6. We understand that:

- (a) Darfield currently has no reticulated wastewater system (septic tanks only). No development contributions have been set for, or collected from, the Darfield community in relation to any sewerage scheme.
- (b) Upper Selwyn Huts has a reticulated wastewater system at the end of its consented and economic life. Significant growth is not expected in the area serviced by the Upper Selwyn Huts wastewater scheme, and scheme expansion is not expected to be required.¹ No development contributions have been set for, or collected from, the Upper Selwyn Huts community in relation to any sewerage scheme.
- (c) The Council's development contributions policy, as amended in June 2020, sets out the capital expenditure the Council expects to incur to meet increased demand for community facilities resulting from growth.² For the ESSS, Table 1 of the development contributions

¹ Wastewater Activity Management Plan, Volume 3, 2018 at page 280, paragraph 16.4.

² Ibid at clause 2.3.

policy identifies total capital expenditure of \$49,434,923 of which 94% is to be funded by development contributions at a development contribution per HUE of \$5,244.³

- (d) The Council has collected development contributions from all new developments within the ESSS development contribution area that are able to connect to the ESSS as anticipated by clause 4.3 of the development contributions policy which states:

4.3. Who gets charged

All new developments within the identified development contribution areas that are able to connect to the relevant sewerage or water scheme, will be assessed for a development contribution in accordance with this policy. For restricted water supplies a development contribution will only be charged if additional water units are required.

- (e) The development contributions policy describes the purpose of, and funding for, the ESSS as follows:⁴

The upgrade of the Eastern Selwyn Sewerage Scheme (ESSS) was required to cater for growth in the ESSS service catchment and the corresponding increased demand for wastewater connections and services.

The capital cost of the ESSS upgrade is \$102m. Approximately 93.8% of the cost of the upgrade to the ESSS will be funded from development contributions, with the remainder funded by asset sales (including, in particular, proceeds of sale of the (now redundant) Helpet plant land) and existing targeted rates.

...

The principal purpose of the ESSS upgrade is to allow for continued growth in the ESSS service catchment by providing satisfactory wastewater treatment services in that catchment.

(our emphasis)

- (f) The development contributions policy states:⁵

The Council has been collecting development contributions in relation to the upgrade of the Eastern Selwyn Sewerage Scheme for some time.

The scheme costs include:

- *the purchase of additional land for the treatment site;*
- *the construction of the wastewater treatment plant; and*
- *the construction of pipelines, pump stations and associated works.*

- (g) Both the Darfield and Upper Selwyn Huts Connections would use existing capacity in the ESSS and, specifically, capacity in the Pines wastewater treatment plant (**Pines Plant**) would be used more quickly than originally anticipated. This would, in turn, have a beneficial effect on the ESSS funding model by reducing the whole of life cost of that asset.

Could the Council require development contributions in respect of the Darfield Connection?

7. Section 199 of the LGA provides that development contributions may be required in relation to developments "if the effect of the developments is to require new or additional assets or assets of increased capacity and, as a consequence, the territorial authority incurs capital expenditure to provide appropriately for [those infrastructure assets]". Section 199 also allows a territorial authority

³ Ibid at Table 1.

⁴ Ibid at Appendix 2.

⁵ Ibid at clause 4.2

to require a development contribution to pay for capital expenditure already incurred by the territorial authority in anticipation of development.

8. Section 197(1) defines "development" as follows:

development means—

- (a) any subdivision, building (as defined in section 8 of the Building Act 2004), land use, or work that generates a demand for reserves, network infrastructure, or community infrastructure; but
- (b) *does not include the pipes or lines of a network utility operator.*

(our emphasis)

9. We consider that the Council could require development contributions for the Darfield Connection from future (growth) users of the Darfield Connection on the basis that the effect of future growth in Darfield will be to generate a demand for sewerage infrastructure requiring the Council to:
- (a) incur capital expenditure on new assets (the pipeline connection); and
 - (b) pay for capital expenditure already incurred in anticipation of development (the capacity in the ESSS, particularly at the Pines Plant).
10. We also consider the Council could require development contributions for the Darfield Connection from the existing Darfield community, should they seek authorisation for a service connection to the Darfield Connection. Our reasons are:
- (a) section 198(1)(c) anticipates that Council may require a development contribution to be made when an authorisation for a service connection is granted;
 - (b) a service connection will constitute a "development" (see paragraph 8 above) because it is a work that generates a demand for network infrastructure; and
 - (c) the effect of that work/development is to generate a demand for sewerage infrastructure requiring Council to:
 - (i) incur capital expenditure on new assets (the pipeline connection); and
 - (ii) pay for capital expenditure already incurred in anticipation of development (the capacity in the ESSS, particularly at the Pines Plant).
11. However, before new development contributions can be required for the Darfield Connection, the Council must provide for them in an amended development contributions policy which should *"identify separately each activity or group of activities for which the development contribution or a financial contribution will be required and, in relation to each activity or group of activities, specify the total amount of funding to be sought by development contributions or financial contributions."*⁶ The policy must then also comply with section 201 of the LGA which requires Council to set out in a transparent way how development contributions have been calculated, and what assumptions have been used in that calculation.

⁶ Section 106(2)(d) LGA.

12. The level of development contributions in an amended development contributions policy will need to be carefully calibrated in accordance with section 101(3) and the methodology in schedule 13 of the LGA. This analysis will also need to be carefully reproduced and explained in the consultation on the amended development contributions policy and in the amended policy itself in accordance with the requirements of section 106 of the LGA.

Could the Council require development contributions in respect of the Upper Selwyn Huts Connection?

13. Development contributions can only be required and used toward capital expenditure to meet additional (or growth in) demand for (in this case) new or additional sewerage infrastructure, or sewerage infrastructure of increased capacity.⁷ Development contributions cannot be required to replace existing assets, such as existing sewerage infrastructure at the end of its consented and economic life.
14. In the present case, we understand that:
- (a) all capital expenditure on the Upper Selwyn Huts Connection (the new pipeline plus use of available capacity in the ESSS/Pines Plant) is only intended to replace existing sewerage infrastructure servicing the Upper Selwyn Huts community; and
 - (b) there is no anticipated additional demand (growth) for new or additional sewerage infrastructure (or sewerage infrastructure of increased capacity) at Upper Selwyn Huts.⁸
15. Accordingly, we consider that development contributions cannot be required for the Upper Selwyn Huts Connection which is to replace existing sewerage infrastructure servicing the Upper Selwyn Huts community. If the Council proceeds with the Upper Selwyn Huts Connection, then it would need to rely on alternative sources of funding. For example, the Council could fund capital expenditure on the Upper Selwyn Huts Connection with borrowing, to be paid back over time from the Upper Selwyn Huts community through charges assessed as appropriate following consideration of section 101(3) of the LGA.

Do the Darfield and Upper Selwyn Huts Connections create any issues for the ESSS and the associated development contributions regime?

16. We understand that neither the Darfield nor the Upper Selwyn Huts Connections will (on their own) provide *new or additional* treatment capacity. Rather the intent is to rely on *existing* available treatment capacity in the ESSS's Pines Plant. Accordingly, both Connections will take up (some of) the capacity in the ESSS, particularly at the Pines Plant. It will be important for the Council to carefully account for the capacity being used by joining Darfield and Upper Selwyn Huts to the ESSS to ensure that ESSS development contributions do not subsidise the cost of the ESSS capacity being taken up by Darfield and Upper Selwyn Huts.

⁷ Sections 197AA, 197AB(1)(a), 199(1), 203(2), Schedule 10 clause 3(1) and Schedule 13 clause 1(1)(a) LGA.

⁸ Wastewater Activity Management Plan, Volume 3, 2018 at page 280, paragraph 16.4.

17. We have commented in earlier advice about the potential ramifications of ESSS capacity being used more rapidly than originally anticipated as a result of unforeseen demand. As previously noted, robust decision-making processes, appropriate external advice, reference to the relevant provisions of the LGA⁹ and consultation (which the Council should adopt regardless of the likelihood of challenge) will ensure that the Council's modelling, analysis and decisions are entirely defensible.

What, if any, changes need to be made to the Council's development contributions policy if the Darfield and Upper Selwyn Huts Connections are progressed?

18. For the reasons set out above, we consider that:
- (a) the development contributions policy could be amended to provide for development contributions in respect of Darfield service authorisations to connect via the Darfield Connection, but not for the Upper Selwyn Huts Connection (which will need to rely on alternative sources of funding);
 - (b) the level of development contributions in any such amended development contributions policy will need to be carefully recalibrated in accordance with the section 101(3) and the methodology in schedule 13 of the LGA; and
 - (c) this analysis will also need to be carefully reproduced and explained in the consultation on the updated development contributions policy and in the updated development contributions policy itself in accordance with the requirements of section 106 of the LGA.
19. It may be possible for this process to result in the same development contribution being charged for a combined ESSS/Darfield catchment, but we expect that this will need to be carefully modelled first. If, for example, a single development contribution charge for a combined ESSS/Darfield catchment would result in an increase in development contributions to that previously paid within the (original) ESSS catchment, questions may be raised as to whether the ESSS catchment is effectively subsidising the costs of a pipeline connection that is for the benefit of the Darfield community (under section 101(3)(a)(ii) of the LGA). Such a charge would also need to avoid inadvertently subsidising capital costs associated with the Upper Selwyn Huts Connection which is to be funded by means other than development contributions.

Conclusion

20. We have summarised our conclusions in paragraphs 3 to 5 above.

⁹ Including section 101(3) and schedule 13.

21. Please do not hesitate to telephone if you wish to discuss.

Yours sincerely

Mark Odlin
Partner

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draft
16 Sep 2020

PUBLIC EXCLUDED REPORT

TO: Chief Executive

FOR: Council – 23 September 2020

FROM: Group Manager Property

DATE: 16 September 2020

SUBJECT: PROPERTY TRANSACTION UPDATE – 31 AUGUST 2020

RECOMMENDATION

“That the Commercial Property Transactions Update public excluded report, as at 31 August 2020, be received for information.”

1. PUBLIC EXCLUDED REASONING

<p>This report is excluded for the following reasons provided under Section under 7 of the Local Government Official Information and Meetings Act (LGOIMA):</p>	<p>(h) Enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities, or</p> <p>(i) Enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>
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2. PURPOSE

This report updates the Council on a number of matters that will be of interest to them.

The paragraphs in **RED** are the updates since the last report.

Project name:	Approach to Purchase Building Leased by Global Bus
Key staff:	Douglas Marshall (Group Manager Property)
Approved budget:	Commercial Property Investment budget
Project overview:	<i>“That the Property Committee recommends to the Council that it undertakes a process to identify an agent to undertake the sale of the property currently leased by Global Bus Ventures.”</i>
Update since last report:	Global have accepted the rent level of \$916,000 plus GST per annum and the deed documents have been signed by Council and Global.
Next steps:	We are awaiting feedback from Globalbus.
Anticipated timeframe:	Marketing for sale on hold at this time.

Project name:	Russ Drive – Sale to MOE (Ministry of Education)
Key staff:	Douglas Marshall (Group Manager Property) Rob Allen (Acquisitions, Disposals and Leasing Manager)
Approved budget:	Commercial Property investment budget
Project overview:	Commercial Property strategy investment
Update since last report:	<p><u>Sale of sections</u></p> <p>Subdivision consent recently obtained and requests for proposals to market the sections have been submitted to real estate agents with offices in Lincoln. Submissions close 31 August 2020.</p> <p>Final review of the three appraisals received for the eight sections at Russ Drive and five sections at Millpond lane has now been completed and an agent appointed.</p> <p><u>Stormwater Land issue</u></p> <p>Council is endeavoring to complete the purchase of the land and civil works from Broadfield Estates Limited (BEL) required for stormwater provision for 48 equivalent lots relates to the 8 lot Russ Drive subdivision and the Arawira Primary School site</p> <p>There is a long history of delay, counter claim and limited progress.</p> <p>Agreement on valuation is very challenging.</p> <p>An agreement also needs to be reached the Ministry of Education but that agreement has an established and documented process.</p>

Next steps:	<p>A proposal was put to BEL on 4 September 2020.</p> <p>The Council revised offer raised three questions/made statements about:</p> <ul style="list-style-type: none"> • Land contouring which changes the cost of site development which when using a hypothetical land valuation approach reduces the value Council should pay • Sales commission cost • The lack of any use of land value in the hypothetical land valuation approach used by both valuers which means the base value council is being asked to pay is too high. <p>The reply by BEL on 7 September provided an answer to the first point – but new information was introduced which needs reviewing, and no reply has been received to the last two points.</p> <p>Staff will reply again to BEL before the Council meeting and report on any feedback.</p>
Anticipated timeframe:	September 2020

Project name:	Health Hub
Key staff:	Douglas Marshall (Group Manager Property)
Approved budget:	\$15 million (excluding land value)
Project overview:	Development of an approximately 3,412m ² , two storey complex, most likely in two buildings for a combination of health/office and related activities.
Update since last meeting	<p>Construction Construction programme is approximately three weeks ahead of schedule. Most panels and structural steel are in place.</p> <p>Proposed Tenants Discussions continue with potential GP tenant.</p> <p>Discussions are being held with ECAN relating to the second floor where there is 320m² of unleased space.</p> <p>Social services possible tenant options are being considered.</p> <p>Canterbury District Health Board and Pacific Radiology Fitout designs proceed.</p>
Next steps	Identify other tenants.

Project name:	Rolleston Town Centre – Retail/Commercial Space
Key staff:	<p>Douglas Marshall (Group Manager Property)</p> <p>Major Property Projects Team (led by John Reid)</p> <p>Gabi Wolfer (Senior Urban Design/Town Planner)</p> <p>Phil Millar (Land Development Project Manager)</p> <p>Dylan Robinson (Landscape Architect)</p> <p>Creagh Robinson (Management Accountant)</p> <p>Joanne Nikolaou (Project Manager)</p>
Approved budget:	To be established – funded from Commercial Property budget with annual costs of funding and operating these spaces from lease income.
Project overview:	<p>Development of retail and commercial areas for town centre.</p> <p>This project also includes the car parks, town square, reserve areas and all other services required for the town centre.</p>
Update since last report:	<p>Tenant Discussions</p> <p>Cooper developments update:</p> <ul style="list-style-type: none"> • 4 preferred hospitality tenants identified • Preferred cinema tenant identified • Mini major tenants being considered <p>Governance issues</p> <p>Council staff and development parties (Armitage Williams and Cooper Developments Limited) have substantially agreed terms on a development agreement which is attached. (Appendix 1)</p> <p>The Development Agreement's key outcome is to provide methodology/terms by which the Council reserve will be developed for the retail/commercial town centre area. The key issues to note in the agreement are as follows:</p> <ul style="list-style-type: none"> • The method by which the land will be subdivided up and how titles will be created with the related land encumbrances/covenants etc. • How Council works defined as car parks, public space, roads, walkways and the various services to the land will be undertaken and development co-ordinated. • The manner in which the land will be valued and how the development parties (Armitage Williams and Cooper Developments Limited) will purchase. <p>A further key issue with the Development Agreement documents is the process by which titles are created which can then be borrowed against by the developers when they are building.</p> <p>Feedback/comments are appreciated.</p>

	<p>Community Consultation/engagement</p> <p>Engagement/consultation with public on town centre and reserve development has commenced.</p> <p>Services design</p> <p>Design has commenced. The model to calculate cost allocation has been prepared.</p> <p>Other land sale items</p> <p>NZ Police – an approach has been made by NZ Police as they have outgrown their existing site. A site in the area between Rolleston Drive, Kidman St and McDonalds would be appropriate and could also provide them with SH1 access. Staff will encourage this approach to be firmed up. Council staff have exchanged information with Police property managers that they are interested in the site (early June 2020) but no further feedback.</p> <p>Fire & Emergency – have asked for Council assistance in identify future site options to meet their needs.</p> <p>Both options for fire and police will explore options where Council build each service their building and lease them back.</p>
Next steps:	Lodging of resource consent for town centre.
Anticipated timeframe:	Last quarter in 2020 calendar year

Project name:	Cemetery Pit – Land Purchase for Extension
Key staff:	Mark Rykers (Manager Open Space and Strategy)
Approved budget:	\$280,000 (as approved in the 2019/20 Annual Plan)

Project overview:	<p>The proposal involves acquiring additional land adjacent to Cemetery Pit for the purposes of extending the life of the quarry for gravel extraction. At the Property Committee meeting of 5 December 2018 the following recommendations were made:</p> <ul style="list-style-type: none"> (a) <i>Supports in principle the proposal to acquire land for an extension to Cemetery Pit to extend the gravel extraction life.</i> (b) <i>Authorises staff to undertake more detailed investigations of the extension proposal to determine the feasibility and financial implications.</i> (c) <i>Authorises staff to enter into negotiations with the land owner to acquire approximately 6.2 hectares of PT LOT 2 DP 5106 BLK 1 SOUTHBIDGE SD to enable the extension of Cemetery Pit for gravel extraction purposes subject to a favourable outcome from the detailed investigation.</i> (d) <i>Notes that, if the proposal progresses to the purchase negotiation point, the negotiated terms, conditions and price are subject to final Council approval.'</i>
Update since last report:	<p>The following actions that form part of the investigation process have been undertaken:</p> <ul style="list-style-type: none"> • At the last meeting it was reported that various due diligence investigations have been undertaken including: <ul style="list-style-type: none"> – Defining the potential quarry area – Sampling and testing material for use as road aggregate – Testing water monitoring bores – Checking on consent requirements with ECan – Feasibility of shutting down a section of water race – Undertaking a hydrological report to determine permissible depths for excavation (to enable separation from ground water) • The conclusion from the reports on the material suitability and the ground water levels on the site suggested that extending the quarry excavation into this area was unlikely to be a financially viable proposition. Staff recommended that the purchase of the land is not pursued and that the land owner is formally advised that Council no longer has an interest in acquiring the land. • The land owner was notified of the outcome of the investigation work and has proposed a smaller area for consideration that excludes the poorer quality material and the area restricted by high ground water levels. • Staff have assessed this situation and have sought further advice on the viability of a smaller area in terms of potential extraction volumes and establishment costs. • A report on the feasibility of acquiring and developing an area of approximately 3.4 hectares has been received from the consultant and has been reviewed. • Lowe Environmental Impact have been engaged to undertake a hydrological investigation of the revised site to accurately determine ground water levels.

Next steps:	<p>Extended hydrological survey of alternative site (reduced area of 3.4 ha). Monitoring bores - we are awaiting results of reading for ground water levels.</p> <p>Obtain a market valuation for the reduced area (a valuation has been sought).</p> <p>Staff will present a full report to Council on this matter in October/November 2020 once all relevant information is available to enable a final decision to be made.</p>
Anticipated timeframe:	Report to Council during October/November 2020 (subject to all information being available).

Project name:	Land Acquisition for Moore Street Extension from MOE
Key staff:	<p>Douglas Marshall (Group Manager Property)</p> <p>Rob Allen (Acquisitions, Disposals and Leasing Manager)</p> <p>Andrew Mazey (Asset Manager Transportation)</p>
Approved budget:	
Project overview:	<p>As part of the Selwyn Long Term Plan and Rolleston Town Centre Plan adopted by Council, the extension of Moore Street through part of the Rolleston Primary School has been identified.</p> <p>Council have been in initial discussions with the MOE's consultants in relation to this matter and the formation of a Memorandum of Understanding to record the parties intentions and actions and the proposed timeframes around this acquisition.</p> <p>Pre-notification has been given to Nga Tahu as this land is Crown derived to enable discussions to take place with the MOE's Consultants. On the basis that this land is required for a community purpose as identified in the LTP and Rolleston Town Centre Plan, Ngai Tahu have provided a waiver for discussions to proceed.</p> <p>A draft MOU has been received and staff are currently working through that document and will comment back to the MOE in due course. This document will outline the intention of the parties and confirm that the land will be made available to Council for purchase once it is no longer required for educational purposes. Timeframes for declaring the land surplus to educational use is dependent on the school role dropping and need to be clarified between the parties as this has a direct impact on the timing of the land being available for purchase and road construction.</p>
Update since last report:	No further progress. Staff to contact MOE in an effort to push the matter forward.
Next steps:	Agree form of MOU and timeframes as identified above. Staff currently working on proposed amendments to the MOU following a meeting between the Planners and Council staff in relation to the new primary school planned for Rolleston.
Anticipated timeframe:	2021/2022 subject to approved funding and MOU timeframes.

Project name:	Proposed Sale of 354 Creyke Road Darfield and adjacent 9ha of land
Key staff:	Douglas Marshall (Group Manager Property) Rob Allen (Acquisitions, Disposals and Leasing Manager)
Approved budget:	N/A
Project overview:	Declaration of house and land as being surplus to requirements and sale on the open market.
Update since last report:	Approved survey plan still awaited due to delays at LINZ.
Next steps:	<p>Council at its meeting on 11 September 2019 declared the land and dwelling as surplus to requirements and to be sold.</p> <p>Surveyors have been instructed and the property will be subdivided off the Raeburn Farm title and then marketed on the open market via Real Estate Agents. No resource consent is required as Council will rely upon an exemption in Section 11(b) of the Resource Management Act 1991.</p> <p>Draft survey work completed and formal pegging onsite has occurred to include an Infrastructure Groups Water Utility Site.</p> <p>Boundaries now pegged and survey plan should be finalised by 30 June 2020. Surveyor considering easement/covenant to protect Council planting strip/buffer before finalizing survey plan.</p>
Anticipated timeframe:	Marketing of land will not occur until Council gives its approval as per discussions held at the Council meeting in April 2020.

Project name:	100 Broadlands Drive Rolleston
Key staff:	Rob Allen (Acquisitions Disposals and Leasing Manager) and Bianca White (Acquisitions Disposals and Leasing Officer)
Approved budget:	

Project overview:	<p>Property and Strategy staff have previously identified a potential requirement for the land held at 100 Broadlands Drive, Rolleston, which is located opposite Rolleston College adjacent to the roundabout at Broadlands Drive and Springston Rolleston Road. The property has been identified as ideal for providing additional Foster Park carparking. The property has also been identified as an ideal permanent Park and Ride Facility to service the southern end of Rolleston.</p> <p>Property staff reported to Council in the PX Agenda on 26 August 2020 and Council resolved to allow key staff to negotiate an Agreement for Sale and Purchase at the market valuation of \$1,225,000 plus a further 10% if necessary to secure the property. The landowner and her family chose to go to a deadline treaty sale.</p> <p>Council staff asked the Council at its meeting of 9 September to utilise Section 18 of the Public Works Act 1981 (PWA) to serve a Notice of Desire on the landowner. Council resolved to take this action on 9 September 2020 and notice was served on the landowner on 10 September 2020.</p> <p>Key staff have advised the landowner of her rights under the PWA in terms of Council covering section 66 PWA disturbance costs, including paying the landowner's reasonable legal fees. Staff will continue to negotiate and will update Council on progress in due course.</p>
Update since last report:	As above.
Next steps:	Negotiate terms of sale with landowner and through landowner's solicitor if that is their preference.
Anticipated timeframe:	Staff have indicated to the landowner that Council is happy to provide flexibility in terms of the timeframes on acquisition and settlement. It is noted that Council needs to negotiate in good faith with the landowner (and have evidence of the same) for a minimum of three (3) months to continue to a compulsory acquisition process however it has been indicated to the landowner that a compulsory style of acquisition is not what Council is intending at this point.

Project name:	7 Leeston & Lake Road Leeston
Key staff:	Douglas Marshall (Group Manager Property) and Rob Allen (Acquisitions Disposals and Leasing Manager)
Approved budget:	

Project overview:	<p>Council staff have recently been approached by the owner of the above property enquiring if Council would be interested in purchasing as he was aware that Council had acquired 5 Leeston and Lake Road as a possible extension to the reserve.</p> <p>This property is adjacent to 5 Leeston and Lake Road already in Council ownership and would provide strategic options for any proposed Community/Library and/or medical facility/hub at this location.</p>
	Key staff have contacted the property owner and have arranged for a market valuation to be undertaken. When received staff will meet with the landowner and report back to Council.
Update since last report:	New matter.
Next steps:	Await market valuation and then discuss and negotiate terms for a possible of sale with landowner. Report back to Council.
Anticipated timeframe:	Will report back to Council in due course on timeframe.

Project name:	Landcare Research Block Lincoln
Key staff:	Rob Allen (Acquisitions Disposals and Leasing Manager) and Douglas Marshall (Group Manager Property)
Approved budget:	

Project overview:	<p>Council have been in discussions with Landcare Research and Ngai Tahu since approx. 2015/2016 regarding the possibility of acquiring the above land that is located between the LEC and Boundary Road. The land has a Crown base and it was proposed that Section 50 of the PWA be utilised - that is a transfer of land used for a public work from one public body to another. The Section 50 PWA process negates the need to offer back the land to Ngai Tahu pursuant to the Ngai Tahu Claims Settlement Act and they objected to a transfer on this basis.</p> <p>Ngai Tahu were concerned that due to the Section 50 PWA process negating the need for an offer back then they would lose any development opportunity at this site. They suggested that Council and Ngai Tahu enter into a Deed of Waiver of their lost development opportunity potential for a payment of \$ 100,000. This course of action was approved by Council at a meeting on 23 November 2016. No waiver payment was made at that time as it was dependent on negotiations with Landcare Research which stalled as a result of the ongoing issues.</p> <p>Council staff have been in ongoing discussions with Ngai Tahu on this matter and believe that a way forward may now have been agreed.</p> <p>Ngai Tahu and Council staff have suggested the following to progress this matter:</p> <ul style="list-style-type: none"> • Council negotiate and agree a sale price with Landcare Research the Crown body that holds the land. • On settlement of any purchase of the land Council enter into the Deed of Waiver of lost development opportunity with Ngai Tahu and make the payment of \$100,000 approved by Council at its meeting on 23 November 2016. • Council enter into an offer back of the land to Ngai Tahu at market value if the land or any part is not required for the purposes of a public work as a recreational reserve/roading connection.
Update since last report:	As above
Next steps:	Finalise terms for land purchase with Landcare Research and Ngai Tahu and report to Council.
Anticipated timeframe:	December 2020/January 2021



APPENDIX 1

Dated

2020

**DEVELOPMENT AGREEMENT –
ROLLESTON TOWN CENTRE**

SELWYN DISTRICT COUNCIL

COOPER DEVELOPMENTS LIMITED

**ARMITAGE WILLIAMS
CONSTRUCTION LIMITED**

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DEVELOPMENT AGREEMENT

DATED

2020

PARTIES

- (1) **SELWYN DISTRICT COUNCIL (Council)**
- (2) **COOPER DEVELOPMENTS LIMITED** (company number 5197201) (**CDL**)
- (3) **ARMITAGE WILLIAMS CONSTRUCTION LIMITED** (company number 1532111) (**Armitage Williams** and, together with CDL, jointly and severally, the **Developer**)

BACKGROUND

- A. The Council wishes to develop the Rolleston Town Centre and wishes to work with a development partner to see the Development Land developed into a thriving retail centre.
- B. The Council has agreed to progressively subdivide the Development Land and sell, and the Developer has agreed to buy, the Superlots to enable the Developer to undertake and deliver the Project on the terms of this agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this agreement, unless the context requires otherwise:

- (a) **Agreed Documents** means, subject to the Council's approval in accordance with this agreement where such approval has not already been provided and as applicable, the following documents:
 - (i) Development Plan;
 - (ii) Master Programme;
 - (iii) Superlot Programme; and
 - (iv) Development Documents;
- (b) **Authority** means any government, semi-governmental, statutory, administrative, or judicial body, department, commission, authority, tribunal, public or other person;
- (c) **Business Day** means any day other than a Saturday, a Sunday, a public holiday (as defined in the Holidays Act 2003) in Rolleston, and any day in the period 25 December to 2 January (inclusive);
- (d) **Change of Control** means, in relation to a person (the **first person**), where a person acquires Control of the first person or where a person who Controls the first person ceases to do so;
- (e) **Concept Design** means Design Documents for a Superlot that meet the deliverables identified in the NZCIC Guidelines for the "Concept Design" stage and satisfies the requirements in this agreement;

- (f) **Consents** means all resource consents, building consents, permits, licences, approvals and compliance certificates and other requirements of any Authority having jurisdiction in connection with the activities contemplated by this agreement needed for the Developer to undertake the Project;
- (g) **Control** means, in relation to a person (the **first person**), the ability of a person (the **second person**) to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise provided always that, without limitation, the direct or indirect beneficial ownership of more than 50% of the voting shares of a person is deemed to constitute Control;
- (h) **Council Works** means the Services, carparking, green and public space, connecting roads and walkways and other features of the Development Land as indicated by the Development Plan to be undertaken by the Council in respect of such part of the Development Land that does not include the Superlots, as described in Schedule 1;
- (i) **Design Documents** means, for each Superlot, all design documents (including drawings, specifications, models, samples and calculations) in computer readable and human readable form necessary for the Developer to undertake the Developer's Works, and which includes (as developed) any one or more of the Concept Design and the Preliminary Design;
- (j) **Developer's Works** means the works to be carried out by or on behalf of the Developer associated with the design, development, subdivision, construction, and letting of each Superlot as contemplated in the Agreed Documents and the relevant Consents;
- (k) **Development Documents** means, for each Superlot, the Design Documents and the documents specified in Schedule 4;
- (l) **Development Land** means that land described on the plan attached as Schedule 2;
- (m) **Development Plan** means the plan for the Project agreed by the parties and attached at Schedule 3 which shows (among other matters):
- (i) the location and extent of the Superlots;
 - (ii) the nature and extent of retail development on the Development Land;
 - (iii) the location, capacity and technical specifications of services, carparking, green and public space, connecting roads and walkways and other features of the Development Land;
 - (iv) the design guidelines; and
 - (v) the required sightlines;
- (n) **Developed Product** means any one of the following within a Superlot:
- (i) a subdivided title; or
 - (ii) a completed building and its subdivided title;
- (o) **Force Majeure Event** means:

Commented [A1]: I have not seen this plan to date. It will be particularly important to define the Superlots at this stage.

- (i) an act of God such as an earthquake, flood, volcanic activity or other natural disaster;
- (ii) fire, epidemic, pandemic, riot, terrorism or war;
- (iii) a lock-out, strike or other industrial dispute;
- (iv) an act or omission by a state or government or governmental authority; or
- (v) any other extraordinary event or circumstance (event) of a similar nature, that is beyond the reasonable control of the affected party, but excludes:
- (vi) an event where the event, or the effect of the event on the affected party, could have been avoided or overcome by the affected party taking reasonable precautions or the exercise of reasonable care, skill and diligence;
- (vii) the event, or any consequences of which, do not render the affected party unable to perform its obligations under this agreement;
- (viii) a lock-out, strike or other industrial dispute that relates solely to the affected party's or its Related Companies' workforce;
- (ix) a lack of funds for any reason; or
- (x) the failure of a contractor or supplier, except to the extent such failure is itself caused by a Force Majeure Event;
- (p) **GST** means goods and services tax under the GST Act;
- (q) **GST Act** means the Goods and Services Tax Act 1985;
- (r) **Insolvency Event** means, in relation to a party, the occurrence of any of the following events:
 - (i) that party ceases or threatens to cease to carry on most or all of its business or operations;
 - (ii) an application is made or proceedings are issued for a court order and in either case not withdrawn, stayed or dismissed within 10 Business Days, or an order is made, or an effective resolution is passed, or any action of a similar nature is taken, for the dissolution or reorganisation of that party, except for the purpose of a solvent reconstruction, merger or voluntary liquidation previously approved in writing by the other party (such approval not to be unreasonably withheld);
 - (iii) that party has any of its assets subject to any form of seizure by a creditor;
 - (iv) that party makes or proposes to make any assignment, arrangement, compromise or composition with, or for the benefit of, any of its creditors;
 - (v) an encumbrancer, receiver, administrator, liquidator, trustee or statutory manager or similar insolvency administrator takes possession of, or is appointed in respect of, the whole or a substantial part of the assets or undertaking of that party;
 - (vi) that party becomes insolvent (or is deemed or presumed to be so under any applicable law);

- (vii) anything analogous or having a substantially similar effect to any of the events specified in clauses 1.1(r)(i) to 1.1(r)(vi) above happens under the law of any applicable jurisdiction in respect of that party;
- (s) **LINZ** means Land Information New Zealand;
- (t) **Master Programme** means the Developer's programme for the progressive development and completion of all Superlots and the Project, to be prepared and maintained by the Developer in accordance with clause 4.1;
- (u) **Material Modification** means a Modification which the Council considers (acting reasonably) would, if implemented, materially affect the ability to achieve any of the Project Objectives and Outcomes including, by way of example:
- (i) where applicable, a more than 25% increase or decrease in the retail gross floor area to be developed in relation to the Project;
 - (ii) a more than 15% increase or decrease in the footprint or gross floor area of one or more buildings in relation to the Project;
 - (iii) an increase in the number of floors (above ground) in one or more buildings or a decrease of more than one floor in one or more buildings;
 - (iv) an extension (not being a Delay Event) to a Milestone Date of more than six months; or
 - (v) any proposed extension to a Sunset Date;
- (v) **Milestone** means the completion of a discrete part of the Project (identified as a milestone) by the relevant Milestone Date, as set out in the Master Programme or the Superlot Programme (as applicable);
- (w) **Milestone Date** means the date on which a Milestone is scheduled to be completed as set out in the Master Programme or the Superlot Programme (as applicable) and as may be modified or extended in accordance with this agreement;
- (x) **Modification** means any change to an Agreed Document or Project date;
- (y) **Preliminary Design** means the Design Documents for a Superlot that meets the deliverables identified in the NZCIC Guidelines for the "Preliminary Design" stage and satisfies the requirements in this agreement;
- (z) **Project** means the progressive development of the Development Land to be carried out by the Developer and the Council in accordance with this agreement and all associated transactions contemplated by this agreement;
- (aa) **Project Information** means this agreement and its terms and all information obtained as a result of entering into or performing this agreement which relates to the Project or the other party;
- (bb) **Project Objectives and Outcomes** means the objectives and outcomes for the Project as set out in Schedule 5;
- (cc) **Purchase Price** has the meaning given to that term in clause 7.3;

Commented [A2]: Appropriate threshold?

Commented [A3]: Appropriate threshold?

(dd) **Related Company** has the meaning given to that term in section 2(3) of the Companies Act 1993;

(ee) **Services** means the:

- (i) potable and wastewater services;
- (ii) telecommunications services;
- (iii) electricity services; and
- (iv) gas utility services,

infrastructure in and through the Development Land as further detailed in schedule 1;

(ff) **Settlement Conditions** means the pre-conditions set out in clause 8.3 that must be satisfied before settlement can occur in respect of a Superlot;

(gg) **Settlement Date** means, in relation to a Superlot, the later of the date:

- (i) that the new computer freehold register for that Superlot has issued; or
- (ii) 10 Business Days after the date that the Council confirms to the Developer that the Settlement Conditions have been satisfied;

(hh) **Superlot** means any one of the four individual parcels of land forming part of the Development Land as shown in the Development Plan;

(ii) **Superlot Completion** means, in relation to each Superlot, the date on which the last of the following occurs:

- (i) all Developer's Works required in respect of that Superlot have been properly and effectively completed in accordance with the Agreed Documents to the extent that the Developed Products are available for occupation and use without material inconvenience, subject only to any minor work and any necessary remedial work which does not prevent such occupation and use;
- (ii) all unique identifiers have issued for each completed Developed Product within that Superlot; and
- (iii) all code compliance certificates have issued for the Developer's Works;

(jj) **Superlot Completion Date** means the date by which a Superlot is required to achieve Superlot Completion as set out in the Development Plan;

(kk) **Superlot Programme** means the Developer's programme for development and completion of a Superlot as updated from time to time in accordance with this agreement; and

(ll) **Sunset Date** means, in respect of each Superlot, the dates (set out in Schedule 6) on which:

- (i) the Council is required to complete its obligations under clause 5.1; or
- (ii) the Developer is required to complete the purchase of a Superlot under clause 8.

Commented [A4]: Please note that this infrastructure is the in ground services in the development itself and is not the subject of development contributions. Development contributions will, however, still be payable in respect of network infrastructure for water and wastewater to the boundary of the development.

1.2 **Interpretation:** In this agreement, unless the context requires otherwise:

(a) references to **clauses** and **schedules** are to clauses of and schedules to this agreement;

- (b) **derivations** of any defined word or term shall have a corresponding meaning;
- (c) the **headings** to clauses are inserted for convenience only and shall be ignored in interpreting this agreement;
- (d) the word **including** and other similar words do not imply any limitation;
- (e) a reference to a **party** includes its personal representatives, successors and permitted assigns;
- (f) the **plural** includes the **singular** and vice versa;
- (g) if a **party** comprises more than one person, each person's liability is joint and several;
- (h) a reference to any **legislation** (including any Act or legislative or other instrument) includes any legislative or other instrument made under that legislation and amendments to or replacements of any of them from time to time;
- (i) the **recitals** under the heading **Background** do not form part of this agreement;
- (j) the **contra proferentem** rule shall not apply in the interpretation of this agreement; and
- (k) all **amounts** payable under this agreement are expressed exclusive of GST and in New Zealand dollars. If GST is payable on any amount it will be added to that amount and will be payable at the time the amount itself is payable.

1.3 **Precedence:** If there is any conflict between the body of this agreement (clauses 1 to 25) and the schedules, the body of this agreement will prevail.

2. CONDITIONS PRECEDENT

2.1 **Conditions precedent:** This agreement is subject to and conditional on:

- (a) full Council approval to proceed with the Project within 20 Business Days after the date of this agreement; and
- (b) the Developer completing satisfactory due diligence on the Project within 60 Business Days after the date of this agreement.

2.2 **Agreement of no effect:** Other than clauses 1, 2 and 18, no clause of this agreement will be of any force or effect until the conditions in clause 2.1 are satisfied.

2.3 **Benefit of conditions:** The condition in clause 2.1(a) is inserted for the Council's sole benefit and may be waived by it only. The condition in clause 2.1(b) is for the Developer's sole benefit and may be waived by it only.

2.4 **Termination:** If any of the conditions set out in clause 2.1 have not been satisfied by the date for satisfaction of the relevant condition or such later date as is agreed in writing by the parties, then this agreement may be terminated by notice given by any party to the other parties and if so shall be of no further force or effect and no party will have any claim against the other arising under or in connection with that termination other than in respect of any breach of this clause 2 or any breach of clause 18 that occurred before such termination.

3. PROJECT OBJECTIVES

- 3.1 **Project Objectives:** The Project Objectives and Outcomes are set out in schedule 5.
- 3.2 **Developer's obligation:** The Developer shall adopt an approach to the design and development of the Superlots that will achieve the Project Objectives and Outcomes.
- 3.3 **Council's obligation:** The Council will, in respect of matters requiring a decision from the Council under this agreement, have regard to, and assess such matters against, the Project Objectives and Outcomes.

4. PROGRAMMES

- 4.1 **Preparation:** The Developer will prepare:
- (a) the Master Programme, consistent with the Sunset Dates, which will include the start and completion Milestones in respect of the development of each Superlot; and
 - (b) a Superlot Programme, consistent with the Master Programme, with Milestones and Milestone Dates specific for each Superlot.
- 4.2 **Date for delivery of programmes:** The Developer shall deliver the Master and Superlot Programmes to the Council for approval on the following dates:
- (a) the Master Programme, by the date that is 60 Business Days after the date of this agreement; and
 - (b) a Superlot Programme, at the same time as it submits the Development Documents for the relevant Superlot for approval in accordance with clause 10.1.

Commented [A5]: Has any work already been completed on programme?

5. SUBDIVISION OF DEVELOPMENT LAND INTO SUPERLOTS

- 5.1 **Subdivision:** Before each Settlement Date, the Council will at its cost:
- (a) obtain such resource consent(s) as may be required to subdivide the Development Land into the Superlots in accordance with the Development Plan; and
 - (b) in accordance with the applicable resource consents:
 - (i) carry out the work to subdivide existing titles relating to the Development Land and create the Superlots to enable separate certificates of title for the Superlots to issue; and
 - (ii) prepare and deposit with LINZ a land transfer plan to create a separate legal title for each Superlot.
- 5.2 **Interests:** The new titles for each Superlot will be subject to such easements, covenants, consent notices, encumbrances and other interests as are:
- (a) required to be:
 - (i) maintained to protect existing rights; or
 - (ii) registered in order to obtain a separate freehold computer register for each Superlot; or

- (b) otherwise reasonably required by the Council.

6. COUNCIL'S WORKS

6.1 Council general obligations: The Council shall, at its cost:

- (a) undertake the Council Works which will be phased to coordinate with the Developer's Works; and
- (b) keep the Developer updated of the progress of the Council Works.

6.2 Coordination: The parties shall coordinate the Council Works and the Developer's Works to the extent reasonably possible.

7. SALE AND PURCHASE OF SUPERLOTS

7.1 Sale and Purchase: The Council agrees to sell and the Developer agrees to purchase each Superlot to undertake the Project in accordance with the terms of this agreement.

7.2 Sequencing of sale and purchase: The Council agrees to sell and the Developer agrees to purchase the Superlots progressively in the sequence set out in the Development Plan. Unless the Parties agree otherwise (with the Council's agreement not to be unreasonably withheld or delayed):

- (a) the Superlots must be purchased sequentially in their numbered order in the Development Plan; and
- (b) a Superlot may not be purchased until the previous Superlot has achieved Superlot Completion.

7.3 Purchase Price: The purchase price for each Superlot (**Purchase Price**) shall be calculated in accordance with the following formula:

$$PP = (M \times PMR) + HC + DC$$

where:

- (a) **PP** is the Purchase Price for the Superlot;
 - (b) **M** is the number of square metres in the Superlot;
 - (c) **PMR** is the agreed per metre rate of Development Land comprising:
 - (i) the value of the Development Land as at the date of this agreement (expressed as a per square metre rate); and
 - (ii) the estimated cost of the:
 - (1) Services;
 - (2) carparking; and
 - (3) connecting roads and walkways,
- and other features of, or servicing, the Development Land (as set out in Schedule 1 or the Development Plan) divided by the number of square metres in the Development Land (but, for the avoidance of doubt, does not include the cost of provision of services

or infrastructure in respect of which the Council is entitled to collect development contributions under its development contributions policy);

Commented [A6]: i.e. no double dipping with DCs.

- (d) **HC** is the Council's holding costs being interest at the rate of the BKBM bid rate plus 1.95% per annum on the product of M and PMR from the date of this agreement until completion of the purchase of the Superlot; and

- (e) **DC** is the development contributions payable in 2020/2021 in respect of the development on the relevant Superlot projected in the Development Plan.

Commented [A7]: Development contributions will still be payable in respect of community facilities outside the Development Land.

8. SETTLEMENT AND POSSESSION

- 8.1 **Settlement:** Subject to clauses 8.3 and 8.4, settlement, in relation to a Superlot, will occur on its Settlement Date.

- 8.2 **Acceptance of title:** The Developer acknowledges and accepts that the Developer is deemed to have accepted the Council's title to each Superlot. Except as provided by section 37(1) of the Contract and Commercial Law Act 2017, no error, omission or misdescription of any Superlot or the title to any Superlot shall enable the Developer to cancel this agreement or defer the Developer's obligation to settle in full (without any deduction or set-off) in respect of any Superlot.

- 8.3 **Settlement Conditions:** Settlement and the transfer of title of a Superlot to the Developer is subject to the Council first being satisfied (acting reasonably) that each of the following pre-conditions have been satisfied (or otherwise waived by the Council):

- (a) the Council has procured a new unique identifier for the relevant Superlot to issue;
- (b) the Council has approved the Development Documents for that Superlot in accordance with clause 10;
- (c) the Council confirms that it is satisfied (acting reasonably) that the Developer is ready, able and committed to proceed with the substantive development of the Superlot as soon as reasonably practicable and in any event within 30 Business Days of the transfer of title to the Developer and that the Developer:
 - (i) holds all necessary Consents for the development of the Superlot in accordance with the relevant Development Documents;
 - (ii) holds the necessary building consents to enable commencement of substantive construction of the buildings shown in the Development Documents;
 - (iii) has selected and engaged the contractor(s) which will undertake the construction works;
 - (iv) can demonstrate it has secured sufficient unconditional funding (which may include having entered into funding facilities with one or more reputable banks or financiers) to fund the construction of the buildings shown in the Development Documents; and
- (d) where the Developer has already taken title to one or more Superlots then, in relation to such Superlots, the Developer has achieved Superlot Completion in respect of each such Superlot.

- 8.4 **Possession and risk:** Possession of each Superlot shall be given and taken on the Settlement Date unless otherwise agreed. Each Superlot shall remain at the Council's risk until possession of that Superlot is given and taken.
- 8.5 **Landonline Workspace - Developer's obligations:** The Developer shall procure its solicitor to:
- (a) within a reasonable time but no later than five Business Days before the Settlement Date create a Landonline Workspace for the transaction, notify the Council's solicitor of the dealing number allocated by LINZ and prepare in that workspace a transfer instrument in respect of the Superlot; and
 - (b) before settlement certify and sign the transfer instrument.
- 8.6 **Landonline Workspace - Council's obligations:** The Council shall procure its solicitor to:
- (a) within a reasonable time after the Developer's solicitor creates a Landonline Workspace for the transaction, prepare in that workspace all other electronic instruments (if any) required to confer title of the relevant Superlot to the Developer in terms of the Council's obligations under this agreement; and
 - (b) before settlement have those instruments (if any) and the transfer instrument certified, signed and pre-validated.
- 8.7 **Settlement Statement:** The Council shall prepare a settlement statement setting out the amounts payable in respect of the Superlot, being the Purchase Price, together with any adjustments and apportionments and provide it to the Developer no later than five Business Days before the Settlement Date.
- 8.8 **Tax Invoice:** The Council will at least two Business Days before the Settlement Date provide the Developer with a zero-rated Tax Invoice (as that term is defined in the GST Act) for the amount specified in the Settlement Statement.
- 8.9 **Transfer:** On the Settlement Date:
- (a) the Developer shall pay the Purchase Price;
 - (b) the Council shall procure its solicitor to:
 - (i) release or procure the release of the transfer instrument and the other instruments mentioned in clause 8.6(a) so that the Developer's solicitor can then submit them as soon as possible for registration;
 - (ii) pay to the Developer's solicitor the LINZ registration fees on all of the instruments mentioned in clause 8.6(a), unless these fees will be invoiced to the Council's solicitor by LINZ directly;
 - (iii) give a notice of sale in accordance with the Local Government (Rating) Act 2002 to the relevant Authorities; and
 - (iv) deliver to the Developer's solicitor any other documents that the Council must provide to the Developer on settlement in terms of this agreement; and
 - (c) the Developer will take title to, and vacant possession of, the relevant Superlot.

8.10 **Interdependent Obligations:** All obligations under this clause 8 are interdependent.

8.11 **Remote Settlement:** The parties shall complete settlement by way of remote settlement, provided that where payment by bank cheque is permitted under the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society, payment may be made by the personal delivery of a bank cheque to the relevant party's solicitor's office, so long as it is accompanied by an appropriate undertaking from the payer's solicitor in accordance with those guidelines.

9. ACCESS

9.1 **Request for access:** The Developer may request access to any Superlot before settlement and the Council agrees to grant an access licence to the Developer during working hours solely for purposes directly related to carrying out necessary investigations in respect of the Project and for no other purpose.

9.2 **Access terms:** The licence granted under clause 9.1 shall be non-exclusive and shall be subject to:

- (a) the terms and conditions set out in schedule 7; and
- (b) the Council's own access requirements and the rights of any existing third party occupiers.

10. DEVELOPMENT DOCUMENTS

10.1 **Preparation of Development Documents:** The Developer will prepare the Development Documents for each Superlot that the Developer is next to develop (as contemplated by the Agreed Documents) at its cost and before the Settlement Date for that Superlot. The Developer will submit the Design Documents for that Superlot to the Council by the relevant Milestone Date in the Master Programme.

10.2 **Requirements for the Development Documents:** The Development Documents must:

- (a) be consistent with the Agreed Documents;
- (b) be consistent with the achievement of Project Objectives and Outcomes;
- (c) contain the information set out in Schedule 4 relating to the Superlot developed to the extent necessary to obtain all resource consents required for the Developer's Works;
- (d) meet the design requirements set out in clause 11.2; and
- (e) contain a Superlot Programme that is consistent with the Master Programme and will achieve the relevant Milestones by the applicable Milestone Dates.

10.3 **Design Documents:** The Developer will procure that each subsequent design phase of the Design Documents is consistent in all material respects with the immediately previous stage of the Design Documents.

10.4 **Notice of Council decision:** The Council shall give notice of its approval or of any objection to the relevant Development Documents within 20 Business Days of receipt of all of the information required to be included in the Development Documents from the Developer for approval.

10.5 **Council objection/deemed approval:** If the Council considers, on reasonable grounds, that any aspect of any Development Documents does not meet the requirements of clause 10.1 then the Council may give notice to the Developer specifying its objections to that aspect of the Design Documents and clause 10.6 will apply. If the Council does not give notice of its approval or any objection within the time period in clause 10.4, then the Development Documents will be deemed approved by the Council.

10.6 **Resolution of Objections:** After the Developer receives a notice of objection from the Council under clause 10.5, the parties will use reasonable endeavours to resolve the objection within 10 Business Days of the Council's notice (or any extended period of time agreed to by the parties). If the parties have not resolved the objection within the applicable time period, then the matter will be referred to expert determination for resolution under clause 22.6.

11. DESIGN REQUIREMENTS

11.1 **Design Consultants:** The Developer shall:

- (a) ensure that all consultants, designers and contractors engaged by the Developer for the Project are sufficiently qualified and have proven recent experience in New Zealand or Australia (or such other jurisdiction as may be approved by the Council) in respect of building projects of a similar size, type, scale and quality as the Project;
- (b) as and when requested, notify the Council of the identity of such consultants, designers and contractors following their appointment; and
- (c) ensure that all consultants, designers and contractors engaged by the Developer for the Project are engaged on terms and conditions standard for building projects of a similar size, type and quality, such terms not to prohibit or require any prior approval of the relevant consultant, designer or contractor to assignment or novation by the Developer.

11.2 **Design requirements:** The Developer warrants that all Design Documents relating to the Agreed Documents and the Developer's Works will:

- (a) be completed using all reasonable skill and care by consultants, designers and contractors who are sufficiently qualified and have proven recent experience in New Zealand or Australia (or such other jurisdiction as may be approved by the Council) in respect of building projects of a similar size, type, scale and quality as the Project;
- (b) generally be in accordance with the provisions of the New Zealand Construction Industry Council Guidelines;
- (c) be completed in accordance with the terms of this agreement; and
- (d) comply with all laws and all necessary Consents.

11.3 **Monitoring:** The Developer shall:

- (a) ensure that the Council is kept fully informed about the evolution of the design of the Design Documents;

- (b) provide working drafts (as they are developed) of components of the Development Documents to the Council for consideration and provision of feedback;
- (c) consult regularly with the Council and have due regard to any comments or suggestions the Council advances; and
- (d) when requiring the Council's approval, provide a complete set of the Development Documents to the Council.

11.4 **Developer responsible for design:** Notwithstanding the supply of documents to the Council, or the Council's acceptance or approval of them, the design of the Developer's Works shall remain the Developer's responsibility and neither the Council nor any of the Council's advisers and representatives shall have any responsibility whatsoever for the design nor its integrity, quality or suitability and such acceptance, approval or evaluation shall not relieve the Developer of its obligations in this agreement.

12. MODIFICATIONS

12.1 **Modifications:** The Developer may propose a Modification by giving written notice (**Modification Notice**) to the Council detailing:

- (a) the scope and reason for the Modification;
- (b) the time within, and the manner in which, the Developer proposes to implement the Modification; and
- (c) the impact (if any) of the Modification on:
 - (i) the relevant Agreed Documents;
 - (ii) the Project Objectives and Outcomes and the ability to achieve the Project Objectives and Outcomes; and
 - (iii) the Superlot Programme and the ability to achieve the Milestone Dates in that Programme and the Sunset Dates applicable to the Developer.

12.2 **Contents of Modification Notice:** Every Modification Notice must contain sufficient supporting information to enable the Council (acting reasonably) to properly comprehend the Modification and assess whether the proposed Modification is a Material Modification.

12.3 **Cumulative effects of Modifications:** The parties acknowledge and agree that the effects of a proposed Modification cumulatively with previous Modifications may amount to a Material Modification, in which case clause 12.5 will apply.

12.4 **Assessment of Modification:** The Council shall assess the proposed Modification and advise the Developer within 20 Business Days of receiving the Modification Notice of whether it considers (acting reasonably) that the Modification is a Material Modification, and if so, whether the Council approves the Material Modification.

12.5 **Council approval:** The Developer shall not undertake a Modification that is a Material Modification without the Council's prior written approval. Where the Council does not approve a Material Modification, then the Developer cannot make that Modification. The Developer can proceed with a

Modification that is not a Material Modification, subject to the Developer complying with its obligations under clauses 12.1 and 12.2 and the Council assessing that the Modification is not a Material Modification under clause 12.4.

- 12.6 **Deemed consent:** If the Council does not give notice of its approval or any objection within the period in clause 12.4, then the Council will be deemed to have approved the relevant Material Modification.
- 12.7 **Risks of Modifications:** The Developer shall bear all risks and costs associated with Modifications and Material Modifications.
- 12.8 **Dispute:** If there is any dispute between the parties about whether a Modification is a Material Modification, the parties will use all reasonable endeavours to resolve that dispute. If the parties are unable to resolve that dispute or difference within 10 Business Days of either party issuing to the other a formal dispute notice outlining the nature of the dispute (or any extended period of time agreed to by the parties) then either party may refer the matter to an expert to determine whether a proposed Modification is a Material Modification under clause 22.6.

13. DEVELOPMENT OF SUPERLOTS INTO COMPLETED PRODUCTS

- 13.1 **Developer general obligations:** After the Settlement Date for each Superlot, the Developer shall:
- (a) undertake the Developer's Works and develop, further subdivide and let the Superlot in accordance with the Agreed Documents;
 - (b) apply for and use all reasonable endeavours to obtain all necessary Consents to undertake the development, subdivision and letting of each Superlot in accordance with the Agreed Documents;
 - (c) use all reasonable endeavours to obtain building consent(s) for each Superlot under the Building Act 2004 as soon as reasonably practicable after the issue of a resource consent for the development of that Superlot; and
 - (d) implement all necessary protections and controls during the course of the Developer's Works for that Superlot as may be required by law.
- 13.2 **Progress:** The Developer shall commence the Developer's Works within a Superlot as soon as practicable following the relevant Settlement Date and shall procure that the Developer's Works for each Superlot are carried out and completed with all due diligence and in accordance with the Agreed Documents in order to achieve each Milestone by its Milestone Date and Superlot Completion by the relevant Superlot Completion Date.
- 13.3 **Construction Obligations:** The Developer shall undertake such Developer's Works:
- (a) in a proper and workmanlike manner utilising good workmanship and materials and in accordance with good industry standards, principles and practices;
 - (b) in accordance with all Consents and the Agreed Documents; and
 - (c) in accordance with and to meet all the requirements of this agreement.
- 13.4 **Consents:** The Developer shall:

- (a) prepare applications for the required Consents for the development of each Superlot in accordance with the Agreed Documents;
- (b) not apply for resource consent for an activity in any Superlot that is inconsistent with the Agreed Documents; or
- (c) not promote a private plan change or apply for resource consent for a non-complying activity in any Superlot that is inconsistent with the Agreed Documents without the Council's prior written approval.

13.5 Compliance with Consents: The Developer must comply with all requirements of the relevant Authorities and all Consents in carrying out the Developer's Works including all Consent conditions that apply to:

- (a) noise and disturbance to any adjoining or neighbouring owners and occupiers;
- (b) the prevention of soil, dirt or debris escaping from any Superlot; and
- (c) the routes and times for access and egress of construction traffic to and from the Superlots.

13.6 Community engagement: To ensure that there is an understanding and acceptance by the community of the Project, the Developer shall:

- (a) prepare and implement a community stakeholder communication and public relations plan for the Project;
- (b) consider the perspectives of interested community stakeholders;
- (c) attend community and Council meetings; and
- (d) give presentations and progress updates to all community stakeholders.

14. PROJECT COMPLETION AND DELAYS

14.1 Monitoring: The Developer shall:

- (a) keep the Council fully informed of the progress of the Developer's Works;
- (b) provide an assessment of the progress of the Developer's Works against the Milestone Dates in the relevant Superlot Programme; and
- (c) keep the Council fully informed of any issues in respect of the achievement of the Milestones by the Milestone Dates.

14.2 Delays to Milestone Dates: If the Developer becomes aware, at any time, that there is, will or is likely to be a delay such that any Milestone Date may be missed or the Developer does not achieve a Milestone by its Milestone Date, the Developer shall:

- (a) in the first instance, use all reasonable resources to accelerate the Developer's Works to achieve that Milestone Date;
- (b) within five Business Days of becoming aware (or of the day on which it ought to have become aware) that the Milestone Date cannot be achieved notwithstanding acceleration, submit to the Council a written notice detailing:

- (i) the reason for the delay;
 - (ii) an evaluation of the likely effect of the delay on the relevant Superlot Programme and the achievement of any Milestone by its Milestone Date; and
 - (iii) the strategies and actions that the Developer proposes to adopt and take to avoid or mitigate the delay and to expedite progress to achieve the relevant Milestone by the relevant Milestone Date (**Expedition Proposal**); and
- (c) the Developer shall adopt and take all strategies and actions in its Expedition Proposal to mitigate the delay and the consequences of any delay or likely delay and to achieve the relevant Milestone by the relevant Milestone Date.

14.3 **Delay is a Modification:** A delay affecting a Milestone shall be deemed to be a Modification proposed by the Developer and shall be evaluated as a Modification under clause 12.

14.4 **Extension of time:** Subject to clause 14.2, a Milestone Date may be extended where the achievement of the Milestone to which that Milestone Date relates is delayed because of one of the following events (each a **Delay Event**):

- (a) any act or default of the Council in its commercial (non-regulatory) capacity; and
- (b) a Force Majeure Event.

14.5 **Length of extension:** Any extension of time shall:

- (a) equate to the length of the delay resulting from the Delay Event; and
- (b) apply to the Milestone Date affected by the Delay Event and all subsequent Milestone Dates, and the Developer shall update the Superlot Programme(s) and provide the same to the Council.

14.6 **Project completion:** The Developer acknowledges and accepts that:

- (a) The Council requires the Project to be progressed on a continual basis with all Superlots being developed at regular intervals to the extent reasonably possible, with:
 - (i) the first Superlot achieving Superlot Completion within four years of the date of this agreement; and
 - (ii) all of the Superlots achieving Superlot Completion within 10 years of the date of this agreement.
- (b) The Developer will not be entitled to purchase a Superlot until it has achieved Superlot Completion in respect of each Superlot to which it has already taken title.
- (c) The Sunset Dates are:
 - (i) hard dates;
 - (ii) not Milestone Dates;
 - (iii) not able to be amended; and
 - (iv) not subject to the Milestone Date delay and extension provisions in clauses 14.2 to 14.5.

(d) If the Developer fails to achieve a Sunset Date, clause 17.1 will apply.

15. RIGHT OF FIRST REFUSAL

15.1 **Offer:** The Council shall have a right of first refusal in respect of the sale of any developed Superlot or subdivided title thereof. The Developer shall serve a notice (**Offer Notice**) on the Council in respect of any developed Superlot or a Developed Product (**Offered Product**) the Developer makes to, or receives from, a person (**Third Party**) a bona fide offer to sell the Offered Product to the Third Party (**Offer**).

15.2 **Offer Notice:** The Offer Notice shall:

- (a) specify the name of the Third Party and state the consideration and all relevant terms and conditions of the Offer, and include a certified true copy of the agreement proposed in relation to the Offer; and
- (b) offer the sale of the Offered Product to the Council for the consideration and on terms and conditions the same as or no less favourable than those contained in the Offer.

15.3 **Exercise of right:** The Council will, for a period of 20 Business Days from the date of delivery of the Offer Notice, have the right (but not the obligation) exercisable by written notice to the Developer, to purchase the Offered Product for the consideration and on the terms and conditions contained in the Offer Notice.

15.4 **Update of Offer Notice:** The Developer will amend the Offer Notice to reflect any subsequent variation to the Offer. The offer to the Council contained in an amended Offer Notice shall remain open for the Council to accept for 20 Business Days from when the Council receives the amended Offer Notice.

15.5 **Non-exercise of right:** If the Council does not exercise the right to purchase referred to in clause 15.3, the Council agrees that the Developer is entitled to sell the Offered Product to the Third Party named in the Offer subject to the provisions contained in this clause 15 for a consideration and on terms which do not vary from the consideration and the terms set out in the Offer Notice (or last amended Offer Notice). If the Developer does not complete the sale within 60 Business Days after delivery of the first Offer Notice to the Council for any reason, the Council will again have the right created by this clause 15 and the Developer must serve a new Offer Notice under clause 15.1, and clauses 15.1 to 15.6 will again apply.

15.6 **Notice of completed sale:** The Developer shall supply the Council in writing with full particulars of the consideration and the terms and conditions comprised in the sale as settled with any Third Party.

16. RELATIONSHIP MANAGEMENT

16.1 **Relationship Managers:** Each party shall appoint a suitable person as its relationship manager for the purposes of this agreement (**Relationship Manager**) who will serve as the primary point of contact with the other party.

16.2 **Replacements:** Each party may replace its Relationship Manager from time to time, provided it gives the other party not less than 20 Business Days' notice of such replacement.

- 16.3 **Meetings and review:** The Relationship Managers shall attend and participate in meetings about the Project not less than once every month and as otherwise reasonably required by the Council. If required by the Council, the Developer will ensure that representatives of the relevant contractor (if any), lead architect and other key consultants for each Superlot will be present at any meeting of the Relationship Managers.
- 16.4 **Reports:** At least two Business Days' before each meeting of the Relationship Managers, the Developer's Relationship Manager shall deliver a written report (and any relevant materials necessary for a proper discussion of the report items) to the Council:
- (a) identifying the overall progress of the Project in accordance with the Development Plan;
 - (b) after the Developer's Works for a particular Superlot starts, identifying the progress of that Superlot against the Superlot Programme and the Superlot Completion Date; and
 - (c) including such other information as the Council may reasonably require about the Project.
- 16.5 **Notice:** The Developer shall immediately notify the Council of any fact, matter or thing which may have an adverse effect on the Project or the progress of any Superlot.
- 16.6 **Costs:** Each party shall bear its own costs incurred in complying with its obligations under this clause 16.

17. TERMINATION

- 17.1 **Termination by Council:** The Council may terminate this agreement immediately by notice to the Developer if the Developer:
- (a) fails to achieve any one of the Sunset Dates applicable to the Developer; or
 - (b) breaches any of the restrictions on the Developer in clause 23.
- 17.2 **Termination by Developer:** The Developer may terminate this agreement immediately by notice to the Council if the Council fails to achieve any one of the Sunset Dates applicable to the Council.
- 17.3 **Termination for cause:** A party may terminate this agreement immediately by notice to the other parties if:
- (a) the other party commits a material or persistent breach of this agreement and, if such breach is capable of remedy, fails to remedy that breach within 10 Business Days after receipt of notice by that party requiring the breach to be remedied; or
 - (b) the other party is subject to an Insolvency Event.
- 17.4 **Consequences of termination:** On and following termination of this agreement:
- (a) this agreement will terminate in respect of all Superlots for which title has not transferred to the Developer;
 - (b) this agreement will remain in full force and effect in respect of any Superlot for which title has transferred to the Developer and the rights and obligations of each party under this agreement will continue to apply for such Superlots;

- (c) the Developer grants to the Council a royalty free, non-exclusive perpetual licence to use, any Consents and intellectual property rights in the developed design drawings and specifications and subdivision plans prepared or obtained for those Superlots for which title has not transferred to the Developer;
- (d) where the termination was as a result of a breach of this agreement by the Developer the Developer will if requested by the Council (at the Council's discretion) in relation to any Superlot which has not yet been transferred to the Developer:
 - (i) transfer where possible, or otherwise acknowledge, ownership in any Consents to the Council;
 - (ii) transfer any contracts entered into by the Developer in relation to the Developer's Works (where the Developer is able to do so); and
 - (iii) grant to the Council a royalty free, non-exclusive perpetual licence to use, any Consents and intellectual property rights in the developed design drawings and specifications and subdivision plans prepared or obtained for those Superlots; and
- (e) the termination shall be without prejudice to any party's rights and remedies in respect of any breach by a party of this agreement, where the breach occurred before the termination of this agreement.

18. PROJECT INFORMATION

18.1 **Security:** Each party must keep all Project Information secure and no party may make any public disclosure, announcement or disclosure of Project Information without the prior written consent of the other parties.

18.2 **Permitted disclosure:** Notwithstanding clause 18.1, a party may disclose Project Information:

- (a) to:
 - (i) its directors, employees or contractors who need to know such information for the purpose of this agreement; or
 - (ii) its professional advisers, auditors or bankers,
 provided that the relevant party ensures that each person to whom it discloses Project Information complies with the restrictions in this clause as if such person were a party to this agreement;
- (b) if and to the extent that disclosure of such information is required by law (including the Local Government Official Information and Meetings Act 1987), provided that written notice is given to the other parties of the requirement as soon as practicable before such disclosure is made;
- (c) if and to the extent that such Project Information is already in the public domain; and
- (d) if and to the extent that disclosure is reasonably required by the relevant party to fulfil the terms and conditions of this agreement.

18.3 **Announcements:** No party shall issue or make any public announcement or statement about this agreement unless that party has furnished the other party with a copy of such announcement or

statement and obtained the written approval of the other party, such approval not to be unreasonably withheld.

18.4 Public disclosure:

- (a) The Developer acknowledges that the Council as territorial local authority may be required by law (including under the Local Government Official Information and Meetings Act 1987) to disclose or otherwise release information about the Project and the Developer.
- (b) The Developer shall, at its cost, use all reasonable endeavours to assist the Council in meeting its obligations under this clause 18.4.
- (c) If a party is required by law to disclose any Project information of the other party, it will, as soon as practicable and before such disclosure is made, advise the other party.
- (d) In relation to any information to be released or disclosed, the Council will use reasonable endeavours to not have any information commercially sensitive to the Developer included in such release or disclosure.

19. DEVELOPMENT CONTRIBUTIONS

19.1 Subject to the Developer:

- (a) complying with all its obligations under this agreement (including but not limited to payment of the Purchase Price for the relevant Superlot); and
- (b) development on the relevant Superlot being consistent with the development projected for that Superlot in the Development Plan,

the Council shall pay, and indemnifies the Developer in respect of, all development contributions payable in respect of each Superlot.

Commented [A8]: Although this looks like the Council is agreeing to pay itself these DCs, this provision is important to make it clear that each Superlot can be treated as DCs paid.

20. TAXATION

20.1 Council registration: The Council warrants that it is a registered person for the purposes of the GST Act and its GST number is 53-113-451.

20.2 Developer registration: The Developer warrants that:

- (a) it is a registered person and its GST number is [redacted]; and
- (b) at the relevant Settlement Date, it will continue to be a registered person.

Commented [A9]: Please advise.

20.3 Zero-rated: The parties agree that, at each Settlement Date, the supply of goods made under this agreement wholly or partly consists of land and that supply is zero-rated for GST purposes under section 11(1)(mb) of the GST Act.

20.4 Developer's intention: The Developer confirms, for the purposes of section 78F(2) of the GST Act that, at the relevant Settlement Date:

- (a) it is acquiring the goods supplied under this agreement with the intention of using the goods for making taxable supplies; and

- (b) it does not intend to use the land as a principal place of residence for the Developer or an Associated Person under section 2A(1)(c) of the GST Act.

20.5 **Interpretation:** Unless the context requires otherwise, words and phrases used in this clause 20 have the same meaning as those words and phrases have in the GST Act.

20.6 **Lowest price:** For the purposes of the financial arrangements rules in the Income Tax Act 2007, the parties agree that:

- (a) they are independent parties dealing at arm's length with each other in relation to the sale and purchase contemplated by this agreement;
- (b) the Purchase Price, adjusted or calculated in accordance with any provision of this agreement, does not include any capitalised interest and it is the lowest price (within the meaning of section EW 32(3) of the Income Tax Act 2007) that the parties would have agreed for the sale and purchase of the relevant Superlot (**Lowest Price**), on the date that this agreement was entered into, if payment was required in full at the time the first right in the contracted property (being the Superlot) was transferred;
- (c) the Lowest Price is the value of the Superlot; and
- (d) they will compute their taxable income for the relevant period on the basis that the Purchase Price includes no capitalised interest and they will file their tax returns on that basis.

21. ACKNOWLEDGMENTS

21.1 **Council acting as Territorial Authority:** The Developer acknowledges and agrees that:

- (a) under this agreement, the Council is acting solely in its commercial (non-regulatory) capacity;
- (b) the Council, in its capacity as a territorial authority, is required to carry out its statutory consent functions under legislation including the Local Government Acts 1974 and 2002, the Building Act 2004 and the Resource Management Act 1991, in accordance with the provisions of those and other statutes;
- (c) the granting by the Council of any consent or approval by the Council, as territorial authority under any of those Acts or any other legislation, will not of itself be deemed to be a consent or approval by the Council under this agreement;
- (d) the Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any of those Acts or any other legislation, without regard to any relationship it may have with the Developer under this agreement;
- (e) nothing in this agreement in any way binds or will bind the Council in its capacity as a regulatory authority;
- (f) when acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this agreement;
- (g) the Council gives no warranty or representation as to the outcome of any application for consent or approval required by statute or otherwise to be obtained by the Developer; and

- (h) the Council will not be liable to the Developer if the Council, in its regulatory capacity, declines or imposes conditions on any Consent or permission the Developer may seek for any purpose associated with the Project.

21.2 Council has no obligations: Notwithstanding any other provision of this agreement, the Developer acknowledges and agrees that, in relation to the Project, the Council has no obligation whatsoever to:

- (a) provide the Developer any funding (whether by way of equity or debt) (and the Council does not intend to provide such funding);
- (b) underwrite any fund raising activity undertaken by the Developer (and the Council does not intend to provide such support); or
- (c) guarantee the Developer's obligations under any agreement between the Developer and any third party (and the Council does not intend to provide such support).

21.3 No warranties: The Council has not made any representation, given any advice or given any warranty or undertaking of any kind in respect of any transaction or arrangement contemplated under this agreement or any other matter relevant to the Developer's decision to enter into this agreement and the Developer has relied absolutely on its own opinion and professional advice based on its own independent analysis, assessment, investigation and appraisal in deciding to enter into this agreement. To the maximum extent permitted by law:

- (a) all terms, conditions, promises, undertakings, representations, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which would be implied or incorporated into this agreement are excluded and no party has any liability in relation to them; and
- (b) the Developer expressly waives any right which it may have to bring any action or make any claim against the Council arising out of any alleged misrepresentation or misleading or deceptive conduct by the Council in connection with the negotiation or preparation of this agreement.

21.4 Repetition of acknowledgements: The acknowledgments in clauses 21.1 to 21.3 are taken to be repeated by the Developer on each Settlement Date, with reference to the facts and circumstances subsisting at that date.

22. DISPUTE RESOLUTION

22.1 Dispute resolution process: Subject to clause 22.8, a party may not commence any arbitration or proceedings relating to a dispute between the parties unless the party has complied with clauses 22.2 to 22.4.

22.2 Dispute notice: If there is a dispute between the parties in relation to this agreement, either party may give the other party notice of the nature and details of the dispute.

22.3 Negotiation: Within 10 Business Days of receipt of the notice of dispute, senior managers of the parties shall meet to endeavour to resolve the dispute.

- 22.4 **Mediation:** If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Rolleston and conducted under the Resolution Institute mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of the Resolution Institute (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.
- 22.5 **Arbitration:** If the dispute is not resolved within 15 Business Days of the appointment of the mediator, either party may by notice to the other parties refer the dispute to arbitration. The arbitration will be conducted in Rolleston by a single arbitrator under the Arbitration Act 1996 (excluding clauses 5 and 7 of the Second Schedule to that Act). If the parties do not agree on an arbitrator within 5 Business Days of receipt of the notice of arbitration, the arbitrator shall be appointed by the President of the New Zealand Law Society (or his/her nominee) at the request of any party.
- 22.6 **Expert determination:** If this agreement provides for any dispute to be determined by an expert, this clause 22.6 will apply instead of clauses 22.4 and 22.5:
- (a) **Referral:** If the dispute is not resolved within 15 Business Days of the appointment of the mediator, either party may by notice to the other party refer the dispute to expert determination.
 - (b) **Expert:** The expert shall be appointed by the parties or, failing agreement within 5 Business Days of receipt of the notice of referral to expert determination, by the President of the New Zealand Law Society (or his/her nominee) at the request of either party. The expert must be independent and have appropriate expertise to determine the matter. If at any stage the expert is unwilling, unable or fails to act in accordance with this clause 22.6, a replacement expert shall be appointed in accordance with this clause 22.6(a).
 - (c) **Procedure:** The determination will be conducted in Rolleston. The process for the expert determination shall be:
 - (i) the parties may make written submissions to the expert within 10 Business Days of the expert's appointment;
 - (ii) the expert shall prepare a draft report within 10 Business Days of receipt of the parties' submissions;
 - (iii) the parties may make further written submissions to the expert within 5 Business Days of receipt of the expert's draft report; and
 - (iv) the expert shall prepare a final report within a further 5 Business Days.

In all other respects the expert may determine the procedure for the determination, including extending any timeframe and adding additional steps including disclosure of information.
 - (d) **Assistance:** The parties shall cooperate with the expert, including complying with the expert's directions and making available relevant records and information.

- (e) **Determination:** The expert is entitled to rely on his or her own judgement and opinion. The expert's determination is (in the absence of manifest error or fraud) final and binding on the parties.
- (f) **Costs:** Unless the expert determines otherwise, the parties shall bear the expert's fees equally.
- (g) **Not arbitration:** The Arbitration Act 1996 will not apply to the expert determination.
- (h) **Deferral to CEO:** Notwithstanding any requirement in this agreement to refer a dispute to expert determination, the parties may agree to refer any dispute to the parties' chief executives or senior managers under clause 22.3 before submission to expert determination process under clause 22.6.

22.7 **Continued performance:** Regardless of any dispute, each party shall continue to perform this agreement to the extent practicable, but without prejudice to their respective rights and remedies.

22.8 **Urgent relief:** Nothing in this clause 22 will preclude a party from seeking urgent interlocutory relief before a court.

23. ASSIGNMENT

23.1 **No assignment:** The Developer must not, without the Council's prior written consent (which consent may be withheld in its sole discretion):

- (a) assign and/or transfer all or any of its rights, obligations or interests in this agreement;
- (b) sub-let or sub-contract the role of developer in respect of any Superlot to any other person (other than in respect of usual development management, project management and other consultancy services and actual construction of the Developer's Works);
- (c) sell any undeveloped Superlot or subdivided part thereof;
- (d) on-sell, transfer or otherwise dispose of its title to any Superlot, or any part of a Superlot, to any party other than where Superlot Completion for that Superlot has occurred; or
- (e) sell, transfer or otherwise dispose of any Superlot or Developed Product to any Related Company of any one of the Developer, substantial shareholder (direct or indirect) of any one of the Developer or any officer, employee, agent, company, consultant or adviser of that any one of the Developer, Related Company or shareholder, provided that the Council's consent shall not be unreasonably withheld if the Council is satisfied (acting reasonably) that the proposed sale of the Superlot or Developed Product is on arms-length commercial terms for fair market value.

23.2 **Change of Control:** Any Change of Control of the Developer shall be deemed an assignment by the Developer under clause 23.1(a).

23.3 **Funding Arrangements:** The Developer must fund and own all elements of the Developer's Works within each Superlot before Superlot Completion (save for any fit out owned by any occupier or end user).

23.4 **Security:** The Developer may not without the Council's prior written consent (such consent not to be unreasonably withheld or delayed) grant a security interest in this agreement or assign by way of security its interest in this agreement. It will be a condition of any consent under this clause 23.4 that before the granting of any such interest or any assignment by way of security the financier, the Council and the Developer shall enter into a tripartite security deed with the financier which:

- (a) acknowledges the respective parties' interests; and
- (b) provides for copies of notices of default or intention to terminate this agreement to be provided to the financier when issued, and for copies of notices of default or intention to terminate the funding facility agreement(s) to the Council when issued.

24. NOTICES

24.1 **Writing:** Each notice, demand, consent or other communication expressly contemplated under this agreement (each a **notice**) shall be in writing and delivered personally or sent by post or email.

24.2 **Addresses:** Each notice shall be sent to the address of the relevant party or, as relevant, to any other address from time to time designated for that purpose by the relevant party to the other parties at least 5 Business Days before the sending of the notice. The initial address details of the parties are:

SELWYN DISTRICT COUNCIL

Attention: Chief Executive

2 Norman Kirk Drive
Rolleston 7614

Email:

COOPER DEVELOPMENTS LIMITED

Attention: Lilly Cooper

Address: Nexia Christchurch
Limited, Level 4, 123 Victoria
Street, Christchurch Central,
Christchurch, 8013

Email:

ARMITAGE WILLIAMS CONSTRUCTION LIMITED

Attention: Mark Blyth

Address: PwC, Level 4, 60
Cashel Street, Christchurch
Central, Christchurch, 8013

Email:

24.3 **Receipt:** A notice under this agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 3 Business Days after the date of posting; or
- (c) **Email:** sent by email, at the time the email enters the recipient's information system (as defined in Part 4, Subpart 2 of the Contract and Commercial Law Act 2017),

provided that any notice deemed received after 5pm on a Business Day or on a non-Business Day shall be deemed to have been received on the next Business Day.

25. GENERAL

25.1 **Relationship between the Parties:** The parties acknowledge and agree that their rights and obligations under this agreement are contractual in nature and that no party has, and this

agreement does not create, any partnership, joint venture, association, agency or employment relationship between them or any fiduciary responsibility or duty to the other parties.

- 25.2 **Amendments:** No amendment to this agreement will be effective unless it is in writing and signed by the parties.
- 25.3 **Costs:** The parties shall each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this agreement.
- 25.4 **Entire agreement:** This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between the parties relating to the matters dealt with in this agreement.
- 25.5 **Further assurances:** Each party shall, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this agreement.
- 25.6 **No agency:** No party will by virtue of this agreement have the power or authority to enter into any agreement on behalf of or otherwise bind any other party as to any matter contemplated by this agreement or otherwise.
- 25.7 **No merger:** The rights, obligations, warranties, undertakings and indemnities given under this agreement will not merge on any completion or settlement under or partial termination contemplated by this agreement or any other agreement between the parties, but will remain enforceable to the fullest extent permissible, despite any rule of law to the contrary.
- 25.8 **Remedies cumulative:** The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by this agreement or law.
- 25.9 **Severance:** If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal, valid and enforceable or, if it cannot be read down, deemed severed from this agreement. Such change shall not affect the legality, validity and enforceability of the other provisions of this agreement.
- 25.10 **Survival:** Following termination of this agreement and without prejudice to clause 17.4(b), clauses 15, 17.4, 18, 19, 24 and 25, together with other provisions that are by their nature intended to survive, will remain in effect.
- 25.11 **Waiver:** No waiver of a right or remedy under this agreement or at law (a **right**) will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise any right shall constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right shall restrict the further exercise of that or any other right.

25.12 **Governing law and jurisdiction:** This agreement is governed by New Zealand law. The parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.

25.13 **Counterparts:** This agreement may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

EXECUTION

SIGNED for and on behalf of
SELWYN DISTRICT COUNCIL by

Signature

Name of signatory

Position

SIGNED for and on behalf of
COOPER DEVELOPMENTS LIMITED by

Signature

Name of signatory

Position

SIGNED for and on behalf of
**ARMITAGE WILLIAMS
CONSTRUCTION LIMITED** by

Signature

Name of signatory

Position

SCHEDULE 1 – COUNCIL WORKS

draft
16 Aug 2020

SCHEDULE 2 – DEVELOPMENT LAND

draft
16 Aug 2020

SCHEDULE 3 – DEVELOPMENT PLAN

draft
16 Aug 2020

SCHEDULE 4 – DEVELOPMENT DOCUMENTS

1. financial feasibility model;
2. the indicative location and size of any proposed subdivided lots;
3. the proposed location and envelope of all buildings;
4. the proposed outline design and specification of the buildings;
5. the proposed uses of the buildings;
6. any proposed open spaces and amenities;
7. the proposed carpark strategy;
8. an indicative street cross-section;
9. proposed landscaping;
10. the proposed staging of the Superlot development;
11. pre-construction milestone schedules;
12. master construction programme for the Superlot;
13. the Milestones and Milestone Dates for the Superlot;
14. public/community communication and public relations/promotions plan;
15. Design Documents developed to the Preliminary Design stage;
16. an assessment of the documents against and confirmation that the documents achieve the Project Objectives and Outcomes; and
17. an explanation of any material deviations from the Agreed Documents.

SCHEDULE 5 – PROJECT OBJECTIVES AND OUTCOMES

draft
16 Aug 2020

SCHEDULE 6 – SUNSET DATES

draft
16 Aug 2020

SCHEDULE 7 – ACCESS TERMS AND CONDITIONS

The licence granted under clause 9.1 shall be non-exclusive and shall be subject to the following terms and conditions with which the Developer must comply at its sole cost. The Developer shall:

1. comply with any reasonable Council requirements;
2. comply on time with all requirements, notices, orders, directions, stipulations or similar notices received from or given by any Authority or pursuant to any law, whether in writing or otherwise and all laws in connection with the Development Land and access of and across the Development Land and obtain and comply with any Consents required to access and cross the Development Land;
3. notify the Council of any damage, accident to or defect in the Development Land that arises after the date of this agreement and any circumstance likely to cause any damage to the Development Land, as soon as reasonably practicable upon the Developer becoming aware of them;
4. not display any signage or advertising on the Development Land without the Council's prior written consent;
5. not do any building or alteration works on the Development Land including not cutting down or damaging any trees or shrubs on the Development Land, without the Council's prior written consent;
6. not make on the Development Land any excavations below the ground level or any invasive tests unless agreed in advance with the Council;
7. not undertake any disturbance of the surface of the Development Land that is identified as legal road corridor or temporary stockpile area without obtaining specific prior written consent from the Council's Relationship Manager;
8. not access any other Council owned land without obtaining specific prior written consent from the Council's Relationship Manager;
9. comply with all reasonable requests of the Council in respect of the Developer's access of and across the Development Land;
10. not participate in or permit any action (including any claim for compensation) which may have the effect of preventing or interfering with the Council's future use of the Development Land or any nearby land, or with any works the Council may carry out on land adjacent to or near the Development Land;
11. not cause or bring about any damage, contamination or waste of the Development Land or cause or allow any act on the Development Land that would cause nuisance or annoyance to any nearby properties;
12. promptly give the Council a copy of any notice from any Authority regarding the Development Land;
13. ensure that all of the persons under the Developer's control (including its visitors and other invitees) are aware of and comply with the terms and conditions of this agreement;
14. not store or use inflammable or dangerous materials on the Development Land;
15. not do anything or allow anything to be done which would cause any of the drains or water pipes in or under the Development Land to become blocked, and if the drains or pipes become blocked as a

result of the Developer failing to observe this requirement then the Developer will bear the cost of clearing or repairing them;

16. make good any damage to the Development Land caused by the Developer's access onto the Development Land (or any works carried out during the Developer's access on the Development Land);
17. not obstruct or interfere with any of the entrances or common areas of the Development Land; and
18. not do anything in or about the Development Land which is noxious, offensive, audibly or visually a nuisance or an unjustifiable annoyance to the occupiers or owners of any lands in the vicinity of the Development Land or which interferes with the use of any neighbouring properties. If the Council determines in its reasonable opinion that any activity by the Developer in or about the Development Land meets the criteria above, the Developer must cease engaging in such activity immediately upon the Council's request.