

Council Meeting

Tabled Documents

30 January 2020

Item 8	Letters from Scholarship recipients
Item 10	Draft Rangitikei District Council Water Related Services Bylaw
Late Item	Draft Triennial Agreement
Late Item	Repair of lower dam face, Marton Dams

30 January 2020

Dear members of the Rangitikei District Council,

Due to some unfortunate circumstances, I miss this meeting to present myself in front of you to show my gratitude towards the gift you have given me. I would like to take this moment to thank you for your generosity in funding the Rangitikei District Council scholarship for 2019. I am honoured to be the recipient of this award and it was a pleasure being a candidate. The scholarship became in use shortly after receiving it due to having insufficient funds towards my accommodation at the Auckland University of Technology. It was a very large quantity of money to come up with in two weeks with very little notice which ultimately lead me no choice but to use the scholarship. If it wasn't for the scholarship I would not have my place at the university so it means the world to me that I am able to follow what I am passionate about. It was very unexpected to use the scholarship so soon but I would not be attending the University if it wasn't for your help. I now get to pursue my education further working towards my end goal of becoming a chiropractor. I wish the best for all and the next round of candidates for 2020.

Once again thank you for the generous support and I am extremely grateful.

Yours truly,

Aaliyah Te Rangi

TABLED DOCUMENT

Tabled at Council
on 30.1.2020

27 / 01 / 2020

Dear Rangitikei District Council, Mayor Andy Watson and Councillors,

Thank you very much for the \$1000 Council scholarship that was awarded to me at Taihape Area School alongside my Dux award at last year's prize giving ceremony.

It was a huge honour and I sincerely appreciate your recognition of my academic achievements in 2019.

I would also like to thank you for the opportunities and support that was given to me as Chairperson of the Rangitikei Youth Council, it certainly fuelled my ambition for success and helped shape my career goals.

I apologise for not being there in person to thank you all, I am currently in Queensland Australia to help open another martial arts school for youth. I will then return to Wellington in March to study Law, Public Policy and Te Reo Māori.

All the best for another very busy year ahead and I thank you all again for the scholarship, I promise to make the most of it.

Kia ora. Sincerely,

Erika Elers

TABLED DOCUMENT

Tabled at Council

on 30.1.2020

DRAFT RANGITIKEI DISTRICT COUNCIL WATER RELATED SERVICES BYLAW 2013



RANGITIKEI
DISTRICT COUNCIL

TITLE

This ~~B~~ylaw shall be known as the Rangitikei District Council Water Related Services Bylaw ~~2013~~.

COMMENCEMENT

~~This B~~ylaw comes into force on xx of Month Year.

~~Parts 1,4 and 5 of this bylaw come into force on 13 of May 2013.~~

~~Parts 2 and 3 of this bylaw come into force on 21 of December 2016.~~

REPEAL

This ~~B~~ylaw replaces the Rangitikei District Council Water Related Services Bylaw 2013. Water Supply Bylaw 2008 and the Trade Waste Bylaw 2008.

PURPOSE

The purpose of this bylaw is to manage and regulate the Rangitikei District's water supply, wastewater, stormwater and land drainage systems. This includes discharges of trade wastes to the Council's wastewater system.

This Bylaw does not manage or regulate matters that are already provided for in legislation or the Horizons One Plan. It is the responsibility of the consumer to ensure that they comply with any such requirements.

Any person who has permission established under any other act, regulation, or resource consent to carry out any activity, that conflicts with any requirement of this bylaw, does not breach this bylaw when acting in accordance with that permission.

COMPLIANCE WITH LEGISLATION

Nothing in this bylaw derogates from any provisions set by Local Government.

INTERPRETATION

In this bylaw, unless the context otherwise requires:

'BACKFLOW' means the reversal of flow of water or mixtures of water and contaminants into the public water supply.

'BOUNDARY' ~~as defined in the District Plan. means any boundary which is shown on a survey plan approved by the Chief Surveyor and which is deposited with Land Information New Zealand, whether or not a new title has been issued.~~

'CHIEF EXECUTIVE' ~~means the principal administrative officer,~~ as defined in ~~section 42 of the~~ Local Government Act 2002.

'COMMON PRIVATE DRAIN' means a drain which passes through or serves separately owned premises but excludes land held under strata titles, company share block titles, cross lease titles, and unit titles. ~~This drain is the responsibility of the property owners of the land over which it passes.~~

'CONDENSING WATER' means any water used in any trade, industry, or commercial process or operation in such a manner that it does not materially change its chemical or physical state.

'CONNECTION' means the valve, meter, and associated fittings installed and maintained by the Council at a location convenient to the Council on the service pipe at the point of supply.

'CONSUMER' means the person, or the authorised agent, who uses, or has the right to use, water supplied by the WSA, drainage and stormwater systems.

'CONTAMINANT' ~~has the same meaning~~ as defined in ~~Section 2 of~~ the Resource Management Act 1991.

'COUNCIL' ~~as defined in the District Plan, means the Rangitikei District Council or any officer authorised to exercise the authority of the Council.~~

'DIRECT CONNECTION' includes any submersed or submersible outlet or any arrangement of pipes, hoses or fittings temporary or otherwise which renders possible backflow into the public water supply.

'DISTRICT' ~~as defined in the District Plan, has the same meaning as defined in Section 5 of the Local Government Act 2002.~~

'District Plan' Means the Rangitikei District Plan

'DRAIN' means wastewater drain or stormwater drain; and drainage has a corresponding meaning.

'DRAINAGE WORKS' includes all lands, drains, pipes, treatment works, buildings, machinery, and appliances and other things of any kind vested in the Council or acquired or constructed or operated by or under the control of the Council for or relating to the purpose of drainage, whether within or outside the district.

'EFFLUENT' means the discharge from any primary treatment tank or process.

'FIRE PROTECTION SYSTEM' means a fixed system of pipes, control valves, outlets and related fixed components used to control or extinguish fires. [Note: This does not include fire hose reels].

'FIRE SERVICE SUPPLY' means a supply of water to premises solely for the purpose of being used in the event of fire.

'FITTING' means any apparatus or appliance together with the necessary accessories and Connection which may be attached to or associated with the plumbing or drainage system of any premises, or which is intended for the collection or retention of any waste materials or liquid wastes for ultimate discharge to a drain.

'HARMFUL MATERIALS' means products or wastes containing corrosive, toxic, biocidal, radioactive, flammable or explosive materials; likely to generate toxic, flammable, explosive or corrosive materials in quantities likely to be hazardous when mixed with the wastewater stream; likely to be deleterious to the health and safety of the Council's staff, approved contractors and the public, or be harmful to the wastewater system.

'INTERCEPTOR TRAP' means any trap used to prevent any unwanted material or substance (liquid or solid) from entering a public drain or any gases escaping from the system and includes a grease trap, master trap, silt trap, petrol and oil interceptor.

LEVEL OF SERVICE means the performance standards on which the WSA undertakes to supply water to consumers, as outlined in Council's Long Term Plan.

'METER' means a Council owned meter to measure the flow of supplied water or other liquid.

'OCCUPIER' means any person, including the owner, who for the time being, is in control of any premises.

'ORDINARY SUPPLY' means a category of metered water supply which is available on demand directly from the point of supply subject to an agreed level of service as set out in the Council's Long Term Plan.

'OUTFALL' means an extension of a drainage system that is under the jurisdiction of the Council or other owner, or an approved disposal system within or outside the confines of the premises.

'PERMIT' means any permit or consent required by this bylaw or any relevant legislation.

'POINT OF SUPPLY' means the point where the service pipe meets the road boundary.

'PRIVATE DRAIN' means a drain that serves one or more lots where the lots are in common ownership or used for common activity ~~where such systems are constructed by or vested in private ownership and not managed or maintained by Council.~~

'PRIVATE DRAINAGE SYSTEM' means the system of pipes and fittings installed on the premises (including a private drain and a private common drain) to convey the wastewater or stormwater of the premises to the public wastewater or stormwater system and where a public system is not available includes any approved disposal systems within or outside the confines of the premises.

'PRIVATE WATER SUPPLY' means the water supply system installed within the premises to provide the piped supply of hot and cold water to the sanitary fixtures and appliances fitted within the premises.

'PUBLIC DRAIN' means any passage, channel or pipe on, over or under ground by which stormwater is conveyed and which is under the control of Council. For the purposes of this bylaw, drains within New Zealand Transport Agency owned land are deemed to be public drains. A public drain may occur on public or private land.

'PUBLIC WATER SUPPLY' means the same as the definition of 'waterworks' in the Local Government Act 2002.

'RESTRICTED SUPPLY' means water supplied via a restrictor at a regulated flow rate as determined by the WSA and charged on a per unit basis.

'RESTRICTOR' means a device installed within the connection to control the flow of water to private property.

'SANITARY FIXTURE' means any fixture which is intended to be used for sanitation, personal washing or excretion.

'SERVICE PIPE' means the section of water pipe between a water main and the point of supply.

'STORMWATER' includes surface water, ground water, subsoil water, artesian water, and rainwater, and water emanating from a stormwater drain, stream, river, lake, estuary, or sea and where so designated by the Council, condensing water or cooling water.

'STORMWATER DRAIN' means a drain primarily for the reception and discharge of stormwater.

'SUPPLY PIPE' means the section of pipe between the point of supply and the consumer's premises through which the water is conveyed to the premises.

'SURFACE WATER' means all naturally occurring water, other than subsurface water, which results from rainfall on the site or water flowing onto the site including that flowing from a drain, stream, river, lake or sea.

'TRADE PREMISES' means any premises used or intended to be used for carrying on any trade or industry; and includes any land or premises wholly or mainly used (whether for profit or not) for agricultural or horticultural purposes.

'WASTE DISPOSAL UNIT' means a device designed to disintegrate organic waste material to a state suitable for disposal to a wastewater drain.

'WASTEWATER DRAIN' means a drain primarily for the reception and discharge of contaminants.

'WATER SUPPLY AUTHORITY' (WSA) means the operational unit of Council responsible for the supply of water, including its authorised agents.

'WATER BODY' means fresh water or geothermal water in a river, lake, stream, pond, wetland, or aquifer, or any part thereof, that is not located within the coastal marine area.

'WATERCOURSE' means the same as the definition in the Land Drainage Act 1908.

'WATER WORKS' means the same as the definition in the Local Government Act 2002.

PART 1 PUBLIC WATER SUPPLY

1. OBJECTIVES

The objectives of Part 1 of this Bylaw are to:

- (a) Ensure the appropriate and responsible use of potable water by consumers in the Rangitikei District;
- (b) Prescribe the conditions which shall apply to any connection to the public water supply;
- (c) Safeguard the public water supply from contamination so as to ensure a good supply of potable water and to prevent waste.

2. APPLICATION FOR CONNECTION AND SUPPLY

- 1.1. Any person requiring a new connection for the supply of water must complete an application form obtained from the WSA, provide any information requested by the WSA, including a detailed plan showing the proposed work and pay the prescribed fee.
- 1.2. No person may make any connection (or any variation to any connection) to the public water supply without the written consent of the WSA.
- 1.3. Any person seeking the provision of a temporary water supply for a specific function shall apply to the WSA.

2. APPROVAL OF APPLICATIONS FOR CONNECTION AND SUPPLY

- 2.1. An application under clause 2 may be approved by the WSA as either an ordinary supply or an extraordinary supply as the WSA thinks fit and after consideration of:
 - (A) The Rangitikei District Council Water Supply Operational Guidelines¹.
 - (B) Any level of service referred to in the Long Term Plan.
- 2.2. Council is not obliged to approve any application.
- 2.3. An approved application for connection and supply which has not been actioned within 6 months of the application will lapse, unless a time extension has been approved. Any refund of fees and charges shall be at the discretion of the WSA.

3. ACCEPTANCE OF SUPPLY CONSTITUTES AGREEMENT

¹ Subject to amendment only by Council resolution.

- 3.1. If an application for the supply of water under clause 2 is approved by the WSA and, if required, a connection is provided, then the acceptance by the applicant (the consumer) of the supply from the WSA constitutes an agreement between the consumer and the WSA for the consumer to comply with the requirements of this bylaw.
- 3.2. Where there is any change of consumer, the acceptance by the new consumer of an existing supply from the WSA constitutes an agreement between the new consumer and the WSA for the new consumer to comply with the requirements of this bylaw.
- 3.3. Any change in the use of commercial or industrial premises that may have an effect on backflow prevention measures requires written notification to the WSA in order to assess the suitability of backflow prevention measures on site, even if notification of the change in use of the premises is not required under the Building Act 2004.
- 4. RESPONSIBILITY FOR WORK PERFORMED**
- 4.1. Every consumer supplied with water by the WSA shall be responsible for ensuring that any work done on its private water supply complies with this bylaw and any relevant legislation, and shall not allow any connection or fitting to be in disrepair or in any way defective so that water is wasted or contaminated.
- 5. EXISTING PIPES AND FITTINGS**
- 5.1. Any existing supply pipes, distributing pipes or fittings may be connected to the public water supply after the commencement of this bylaw, with the approval of the Council.
- 6. ONE POINT OF SUPPLY**
- 6.1. The Council may require one Point of Supply to each parcel of land for which a separate certificate of title is held, or to each dwelling or premises on that parcel of land. Lots held in contiguous ownership shall be treated as one parcel of land.
- 7. CONTINUITY OF SUPPLY**
- 7.1. No allowance or compensation will be made or allowed by the Council if the water supply is restricted or interrupted, whether for the purpose of laying mains, effecting repairs, attaching new services, or for any other purpose.
- 7.2. All Consumers who, for the purpose of continuing a business or process, or for any other reason, are dependent upon a constant supply of water must provide their own water storage of a minimum capacity as required for their circumstances.
- 8. PRESSURE**
- 8.1. The Council does not guarantee any specified maximum or minimum pressure in the Public Water Supply and no allowance or compensation will be made or allowed on account of a change of pressure in the supply.
- 9. DAMAGE**
- 9.1. The Council will not be held responsible for any damage from any cause that may arise by the bursting or overflow of any pipes, fittings, valves or appliances connected to a private water supply.

10. PROHIBITION OR RESTRICTION OF SUPPLY IN SPECIAL CIRCUMSTANCES

- 10.1. If at any time the Chief Executive considers that because of drought or for any other reason an adequate supply of drinking water may be at imminent risk and that extraordinary measures are necessary in order to conserve the available water supply, the Chief Executive may, by notice, restrict or prohibit the use of water for any specified purpose or for any specified period. This may apply to the whole or part of the District.
- 10.2. If a customer has a particular requirement for an uninterrupted level of service (flow, pressure, or quality), it shall be the responsibility of that customer to provide any storage, back-up facilities, or equipment necessary to provide that level of service.
- 10.3. No person may use any water, or allow any water to be used in contravention of any restriction or prohibition made under this clause.
- 10.4. The Chief Executive may delegate to any other officer of the Council the Chief Executive's powers under clause ~~10~~1.1.

11. SUPPLY FROM STANDPIPES OR HYDRANTS

- 11.1. No person may take water from standpipes or hydrants or any other part of the public water supply without the prior approval of the WSA. [Fire Emergency New Zealand](#) ~~The Fire Service and Rural Fire Service~~ are exempt from this restriction whilst undertaking their legal responsibility.

12. PROTECTION OF WATERWORKS

- 12.1. No person may enter onto any land owned or occupied by the WSA and used for public water supply without first obtaining the written permission of the WSA.

13. PROTECTION OF SUPPLY PIPES

- 13.1. No supply pipe or fitting may be laid or fixed through, in, or into any drain, sink, ash pit, or manure pit, nor through, or in, contaminated land or near any place where the public water supply may become contaminated, without the prior written consent of the WSA and on such terms and conditions as the WSA considers appropriate.
- 13.2. Any person proposing to carry out excavation work shall view the 'as built' information held by the WSA, which records the location of its buried services. At least five working days' notice in writing must be given to the WSA in the event that excavation will occur in the vicinity of its services.
14. Any damage which occurs to a WSA service shall be reported to the WSA immediately. The person causing the damage shall reimburse the WSA with all costs associated with repairing the damaged service, and any other costs the WSA incurs as a result of the incident.

15. DRAWN WATER NOT TO BE RETURNED

- 15.1. No person shall return to any part of the public water supply, any water drawn from any part of the public water supply or from any other source, except with the consent of the WSA.

16. PREVENTION OF BACKFLOW

- 16.1. Consumers requiring a new connection to the public water supply (including any connection that was previously disconnected) must install a backflow prevention system that complies with the relevant provisions of the Health (Drinking Water) Amendment Act 2007.
- 16.2. Consumers with existing connections that do not have a backflow prevention system shall be required by the WSA to install appropriate devices if required by the WSA to prevent an unsanitary situation.

17. NOTICE WHEN SUPPLY NOT REQUIRED

- 17.1. When any premises supplied with water by the WSA becomes unoccupied or for any other reason a supply of water is no longer required, the consumer must immediately give notice in writing to the WSA.
- 17.2. If the water supply connection has not been used for a period of 12 months or it is left in a condition that could be detrimental to the public water supply, the WSA has the right to remove that water supply connection. Reinstallation of the connection must be paid by the consumer.

18. METERING

- 18.1. The WSA reserves the right to fit a water meter and charge where it considers water use is excessive, or for a meter to be fitted at the customer's request. Where the extraordinary use is for fire protection only, this supply shall not normally be metered.
- 18.2. Where meters are installed, the consumer shall pay all charges as determined by the WSA. The WSA may use its discretion to reduce any such charges in extraordinary circumstances.
- 18.3. Any customer who disputes the accuracy of a meter or restrictor may apply to the WSA for it to be tested (provided that it is not within three months of the last test). If the test shows non-compliance with the accuracy above, the customer shall not be charged for the test. If the test shows compliance, the customer shall pay a fee in accordance with the WSA current fees and charges.

18.3-18.4. In the event water used for fighting a fire passes through a water meter, the consumer will estimate the quantity of water used for the purpose of extinguishing the fire/s and apply to Council to have this quantity credited.

PART 2

WASTEWATER AND STORMWATER DRAINAGE

19. OBJECTIVE

- 19.1. The objective of this part of the bylaw is to define the Council's requirements and provide for the protection of the land, structures, and infrastructure associated with wastewater drainage and stormwater drainage.

20. PROTECTION OF THE DRAINAGE WORKS

- 20.1. Unless authorised by the Council no person may:

- (A) Cause or allow the entry into any drain or fitting any earth, stones, sand, silt, refuse, human effluent, or material except such matter as is normally discharged through a house drain.
- (B) Enter any drain, pumping station building or related accessory, or any wastewater treatment area.
- (C) Operate, remove, cover or interfere with any cover of any manhole, inlet or other equipment associated with any drain.
- (D) Erect any structure over, or within a distance of one metre from the side of any public drain. This provision does not apply to boundary fences erected across drains.
- (E) Lay any public or private utility service or private drain:
 - (i) Along the line of an existing public drain; or
 - (ii) Within a parallel distance of one metre from the nearest part of any public drain.

21. WASTEWATER DRAINS

21.1. Unless authorised by the Council no person may:

- (A) Cause or allow any water from a water pipe, artesian well, ram or other hydraulic appliance or any surface water, subsoil drainage, roof water or condensing water to enter a wastewater drain or a drain connected with a wastewater drain.
- (B) Cause or allow any water which may contain fat, sediment or other extraneous matter to be discharged from a butcher's shop, fish shop, restaurant or other premises (except a standalone dwelling used for residential purposes) where food is prepared, processed or served, directly to a wastewater drain or a drain connected to a wastewater drain.
- (C) Use any waste disposal unit connected to any drainage works other than for the purpose of disposing of ordinary domestic household waste.
- (D) Cause or allow any steam, or any other matter (solid or liquid) at a temperature higher than 40°C to pass into any wastewater drain.

22. PROTECTION OF STORMWATER SYSTEM

22.1. Landowners shall at all times maintain waterways in a manner that allows free unimpeded water flow².

22.2. Unless authorised by the Council no person may:

- (A) Conduct surface water or subsoil water into a stormwater drain, except through a master trap or silt traps, or similar devices, situated in an approved position within the premises;
- (B) Allow a private drain to remain in use where silt or solids are likely to enter a stormwater drain through such drain; or
- (C) Cause or allow any steam, or any other matter (solid or liquid) at a temperature of more than 3 degrees variance to the receiving water temperature to pass into any stormwater drain.

23. PROTECTION OF WATERWAYS

23.1. Unless authorised by the Council no person may:

- (A) Sweep, rake, place, throw, or discharge any matter or thing including any dust, earth, rubbish, refuse, grass clippings or animals into any system that discharges into a

² Note: Any such activity may require resource consent from Horizons Regional Council, depending on the nature of the water body, its location and the methods used.

reticulated system, that obstructs or will be likely to obstruct the free flow of water in the reticulated system.

- (B) Erect a structure, place any material or thing, or plant trees, hedges or other plants within the setback areas as required in the district plans where it will obstruct or be likely to obstruct the free passage along the banks of the water body of machinery or apparatus used for the purpose of improving, cleaning or maintaining the waterway. If any structure is erected, material or thing is placed, or any tree, hedge or other plant is planted or allowed to grow in breach of this sub-clause, the Council may by notice in writing require the owner or occupant of the land on which the breach has occurred to remove such structure, material, thing, tree, hedge or other plant.

24. REMOVAL OF OBSTRUCTIONS AND RISKS IN THE WATER BODY

- 24.1. The Council may require the removal, poisoning, cutting, or treating (whether with or without the removal of the poisoned, cut or treated portions) of trees, plants, weeds, or growths that obstruct or will be likely to obstruct the free flow of water in any water body. Consent may be required from Horizons Regional Council in order to carry out any such works.

PART 3 PRIVATE DRAINS AND WATERCOURSES

25. OBJECTIVES

- 25.1. The objectives of Part 3 of this Bylaw are to:
- (A) Ensure the maintenance of private drains and watercourses to avoid the increase of surfacewater runoff onto any other property or road;
- (B) Ensure the avoidance of contamination of any drain or water body.

26. PRIVATE DRAIN TO SERVE LAND HELD UNDER THE SAME TITLE

- 26.1. A private drain may pass only through land held under the same title it is intended to serve, and may not pass through adjacent land without the written approval of the Council. Consent may also be required from Horizons Regional Council.

27. COMMON PRIVATE DRAINS

- 27.1. The installation of a common private drain must be approved in writing by the Council and that approval shall be subject to any conditions that the Council considers appropriate.
- 27.2. No approval will be issued for a common private drain which has to traverse any land other than that which it is intended to serve to reach an approved outfall unless the Council is satisfied that the drain is of sufficient capacity to serve the total development possible on that land.

28. MAINTENANCE OF PRIVATE DRAINAGE SYSTEMS AND WATER BODIES

- 28.1. [Council records are maintained at www.intramaps.co.nz to identify where the responsibility for maintaining private drains resides.](http://www.intramaps.co.nz) The maintenance and effective

operation of a private drainage system is the responsibility of the owner(s) or occupier(s) of the premises that the private drainage system serves unless Council contribute stormwater to a private drain in the urban boundary and that drain then forms part of the stormwater network, Council will be responsible for the maintenance of that drain.

- 28.2. Where the private drainage system does not connect to the reticulated system, consent may be required from Horizons Regional Council for the discharge of wastewater or stormwater.
- 28.3. A private drainage system must be protected in an approved manner where it could be damaged by vehicular traffic, impact or tree root penetration, or any other source.
- 28.4. Where any private drainage system becomes blocked the owner(s) or occupier(s) of the premises served by the private drainage system must have it cleared immediately. If immediate arrangements are not made to clear the blocked system, the Council may serve notice on all owners or occupiers of the premises the private drainage system serves to have the blockage cleared within twenty four (24) hours of the issue of that notice.
- 28.5. Where there is failure to comply with a notice the Council may cause a blocked private drainage system to be cleared, and whether this action is taken or not, may recover the cost of the work from the owner(s) or occupier(s) of the premises served with the notice.
- 28.6. If, in clearing a blockage, it becomes clear that the blockage is within the drainage works and the blockage has not been caused by misuse by the owner or occupier of the premises, the Council will reimburse the owner or occupier for the reasonable costs incurred in clearing the blockage.

29. MAINTENANCE OF COMMON PRIVATE DRAINS

- 29.1. Council records are maintained at www.intramaps.co.nz to identify where the responsibility for maintaining common private drains resides. This is usually with the owner(s) or occupier(s) of the property. In certain circumstances this may not be the case, where Council contribute stormwater to a common private drain in the urban boundary and that drain then forms part of the stormwater network, Council will be responsible for the maintenance of that drain. Council will amend its records upon notification of errors in its records maintained at www.intramaps.co.nz that are confirmed upon investigation.

29.30. DISUSED DRAINS

- 29.1.30.1. The owner of any premises within which there is a disused part of any private drainage system shall arrange for it to be disconnected and sealed in an approved manner.

PART 4 TRADE WASTES

30.31. OBJECTIVES

30.1.31.1. The objectives of Part 4 of this Bylaw are to:

- (A) Prescribe the conditions which shall apply to any commercial or industrial trade waste discharges to Council's wastewater system;
- (B) Prescribe the correct storage of materials in order to protect the wastewater system from spillage.

31.32. CONTROL OF DISCHARGES

31.1.32.1. No person shall:

- (A) Discharge, or allow to be discharged, any trade waste to the wastewater system except in accordance with the provisions of this bylaw; or
- (B) Discharge, or allow to be discharged, a prohibited waste into the wastewater system; or
- (C) Add or permit the addition of condensing or cooling water to any trade waste which discharges into the wastewater system unless specific approval is given in a written consent; or
- (D) Add or permit the addition of stormwater to any trade waste which discharges into the wastewater system unless specific approval is given in a written consent.

31.2.32.2. In the event of failure to comply with 32.1 (A)-(D), the Council may physically prevent discharge into the wastewater system if a reasonable alternative action cannot be established with the discharging party or parties.

31.3.32.3. Any person discharging to the Council's wastewater system shall also comply with the requirements of the Hazardous Substances and New Organisms Act 1996 (HSNO) and the Resource Management Act 1991 (RMA).

32.33. INTERCEPTOR TRAPS

32.1.33.1. An approved interceptor trap must be installed in any property where, in the opinion of the Council, any contaminant is likely to enter any drain or sewer or where any nuisance is created.

33.34. STORAGE, TRANSPORT, HANDLING AND USE OF HAZARDOUS OR HARMFUL MATERIALS

33.1.34.1. All persons in trade premises shall take all reasonable steps to prevent the accidental or intended entry of any harmful materials.

33.2.34.2. No person shall store, transport, handle or use, or cause to be stored, transported, handled or used any substance as defined by HSNO or any other harmful materials in a manner that may cause the material to enter the wastewater system and cause harmful effects.

Note: Harmful materials are defined in the interpretation section of this bylaw.

34.35. TANKERED WASTES

34.1.35.1. Council may accept tankered wastes for discharge at an approved location, in accordance with the criteria in the Rangitikei District Council Trade Waste Operational Guidelines.

34.2.35.2. Tankered wastes shall not be discharged into Council's wastewater system by any person without the written consent of Council.

34.3.35.3. Any person illegally disposing of, or causing to be disposed, tankered wastes either by incorrect disclosure of contents (quantity or nature of materials) or dumping

into the Council's wastewater or stormwater systems at other than the prescribed locations will be in breach of this bylaw.

35.36. APPLICATION FOR CONSENT TO DISCHARGE

35.1.36.1. An application shall be made to Council by any person wishing to discharge any trade waste into Council's wastewater system. The Council shall approve or decline the application (with or without conditions) after consideration of the Rangitikei District Council Trade Waste Operational Guidelines³.

35.2.36.2. Council is not obliged to approve any application.

35.3.36.3. Council shall acknowledge the application in writing within 10 working days of receipt of the application.

35.4.36.4. Within 20 working days of receipt of the application, Council shall inform the applicant via an appropriate written notice that their application has been:

- (A) Granted as a permitted trade waste;
- (B) Granted as a conditional trade waste, and give notice of the conditions imposed on the discharge; or
- (C) Declined, and give a statement of reasons for the refusal.

35.5.36.5. Council shall advise the duration of any granted consent, and reserves the right to require reassessment of any consent if it is considered that the quantity and/or nature of the discharge has significantly changed from that provided for under any existing consent.

36.37. MONITORING

36.1.37.1. Council is entitled to monitor or audit any trade waste discharge for compliance.

36.2.37.2. Council shall determine the most appropriate method of monitoring in accordance with the Rangitikei District Council Trade Waste Operational Guidelines.

36.3.37.3. All costs for monitoring shall be met by the discharger.

37.38. SUSPENSION OR CANCELLATION OF ANY CONSENT TO DISCHARGE

37.1.38.1. Council may suspend or cancel any consent to discharge at any time, following 20 working days' notice and consultation with the consent holder or person discharging any trade waste.

37.2.38.2. Matters that shall be taken into account for the suspension or cancellation of any consent are outlined in the Rangitikei District Council Trade Waste Operational Guidelines.

PART 5 MISCELLANEOUS

38.39. FEES

38.1.39.1. Where this bylaw provides for the Council or WSA to issue a certificate, permit, or consent, or give its authority for anything, or carry out an inspection or disconnection of any services, the Council may require the payment of a fee. Any such fee shall be prescribed by the Council under Section 150 of the Local Government Act 2002, and included in Council's annual schedule of fees and charges.

³ Subject to amendment only by Council resolution.

38.2.39.2. Any person receiving an invoice for cost recovery shall be provided with any information or calculations used to determine the extent of any charges and/or fees due.

39.40. BREACHES AND INFRINGEMENTS

39.1.40.1. Every person or consent holder or owner or occupier of a trade premises who:

- (A) Fails to comply with or acts in contravention of any provision of this bylaw; or
- (B) Breaches the conditions of any consent granted pursuant to this bylaw; or
- (C) Fails to comply with a notice served under this bylaw,

Commits an offence under section 239 of the Local Government Act 2002, and is liable to a fine as specified in section 242 of the Local Government Act 2002, or the issue of an infringement notice under section 245 of the Local Government Act 2002.

39.2.40.2. In all cases, Council may recover any costs associated with the damage to the Council water supply, wastewater or stormwater systems, and/or the breach of bylaw in accordance with sections 175 and 176 of the Local Government Act 2002 respectively.

39.3.40.3. In some cases, an offence under this bylaw may also constitute breach of the Horizons One Plan, which may result in enforcement action by Horizons Regional Council.

40.41. REVIEW OF DECISIONS

40.1.41.1. If any person is dissatisfied with any decision made by a Council officer under this bylaw, that person may, by notice delivered to the Rangitikei District Council Chief Executive not later than 20 working days after the decision by the officer is served upon that person, request that the Chief Executive review any such decision. This decision shall be final. Nothing in this clause shall affect any right of appeal under the Local Government Act 2002.

TABLED DOCUMENT

Hawke's Bay Region Triennial Agreement

Tabled at Council
on 30 January 2020

For the Triennium October 2019 – 2022



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1. Parties

The parties to this Triennial Agreement (the Agreement) are:

1.1 Primary Parties

(those local authorities whose boundaries are completely encompassed within the Hawke's Bay Region)

- Central Hawke's Bay District Council
- Hastings District Council
- Hawke's Bay Regional Council
- Napier City Council
- Wairoa District Council

1.2 Non-Primary Parties

(those local authorities whose boundaries bisect the Hawke's Bay Region and whose principal identification is with another Region)

- Rangitikei District Council
- Taupo District Council

This Agreement applies to all local authorities in the Hawke's Bay Region. However, it is recognised that for Non-Primary Parties the degree of involvement in various aspects of the Agreement will be in proportion to the degree to which these parties assess how they will benefit or be affected by decisions, issues, proposals or other matters.

2. Purpose

The Triennial Agreement provides the framework for local government in the Hawke's Bay region to:

- 2.1 work collaboratively
- 2.2 improve communication and coordination at all levels
- 2.3 maximise effectiveness and efficiency

in order to meet the purposes of Local Government to:

- 2.4 enable democratic local decision-making by and on behalf of communities
- 2.5 promote the social, economic, environmental and cultural well-being of communities in the present and for the future.

This agreement is deemed to duly constitute fulfilment of the requirements of section 15 of the Local Government Act 2002.

It should be noted that as well as the encouragement towards collaboration, the Local Government Act 2002, and other legislation including the Resource Management Act 1991, recognises that regional councils and territorial authorities have different responsibilities. These differences provide an important context for collaboration between the Councils. The requirements contained in legislation for collaboration between Local Authorities are contained in Appendix Two to this Agreement.

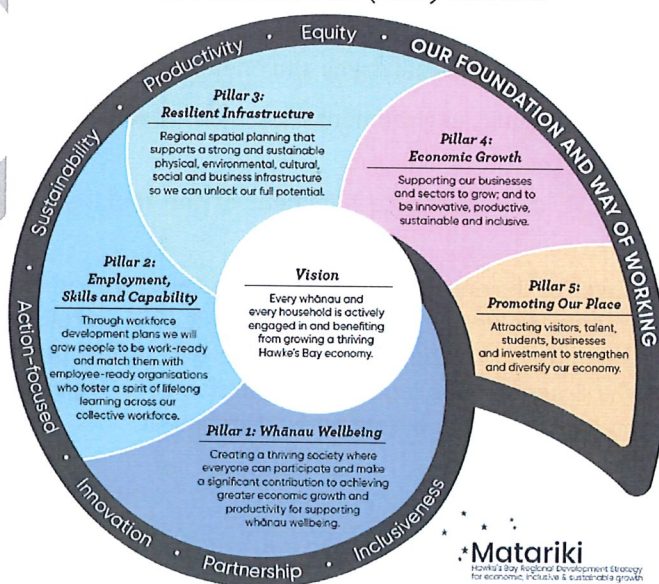
3. Principles

Parties to this Agreement agree to work together in good faith for the good governance of their local communities and the Region; to develop our collective strategic capacity from available resources and achieve our strategies by working together, through co-design and partnership so every whānau and every household is actively engaged in growing a thriving Hawke's Bay economy to support inclusive and connected communities and sustainable and resilient environments. In doing so, we:

- 3.1 acknowledge that the communities within the Region are diverse and encompass a range of desired outcomes and objectives
- 3.2 support the establishment of processes for communication and collaboration at both governance and management levels in ways that will enhance the overall performance and reputation of local government in the region
- 3.3 recognise that collaboration and co-operation between local authorities of the Region can bring efficiencies in terms of planning, administration costs and decision-making and consultation. There is also the potential to increase available resources and promote co-operative approaches in making strategic choices
- 3.4 will investigate further opportunities for collaboration, co-operation, regional funding and shared services between local authorities of the Region in addition to those prescribed by statute or already being undertaken
- 3.5 agree that collaborative or shared services opportunities may occur between two or more parties to this Agreement, but not in every case between all parties to this Agreement. Although collaboration and co-operation are outcomes that should be strived for, each local authority has the legislative mandate to govern their own area as appropriate
- 3.6 will make every effort to accommodate, acknowledge, or at least fairly represent the dissenting view where some parties to this Agreement have a significant disagreement with the position of other parties to the Agreement
- 3.7 will show leadership to ensure the implementation of this Agreement makes a positive difference for Hawke's Bay.

4. Strategic Priorities

Hawke's Bay Regional Development Strategy Matariki Action Plan (MAP) Overview



- 4.1 Local Government priority areas for the 2019-22 triennium, aligned to the five pou of Matariki (above) and agreed by the Hawke's Bay Leaders' Forum on 25 November 2019, are (in no particular order):
- Water – *safety, security and planning*
 - Climate Change – *adaptation and mitigation*
 - Social Inclusion – *a thriving society where everyone can participate and make a significant contribution*
 - Housing – *regionally focused housing strategy*
 - Economic Development and Tourism
 - Transport.
- 4.2 Priority areas where cooperative approaches exist include:
- Water – Drinking Water safety and security response to Havelock North contamination Inquiry recommendations through Joint Working Group and HB Drinking Water Governance Joint Committee comprising elected representatives of the five local authorities, the District Health Board and Ngāti Kahungunu
 - Water – Regional Three Waters review of the provision of drinking, waste and storm water services
 - Climate Change – Clifton to Tangoio Coastal Hazards Strategy development through the Joint Committee comprising representatives of NCC, HDC, HBRC and Tangata Whenua
 - Transport – Regional transport planning through the Regional Transport Committee comprising representatives of the five local authorities and the NZ Transport Agency
- 4.3 Priority areas to develop, or further develop, cooperative approaches include:
- Water – freshwater management issues, including Three Waters infrastructure and service delivery to meet requirements of Central Government reform
 - Climate change – the development of a coordinated regional response to a changing climate, including integration with regional transport and hazard management planning
 - Information sharing and strategy development – regional Elected Representatives' fora (workshops) on topics of regional priority will be held as required, and at least twice per year.
- 4.4 Any new priorities or services of significance to more than one district will be communicated to the Chief Executives by the Hawke's Bay Leaders' Forum for further development in accordance with the protocols in section 5 following.

5. Protocols for communication and coordination

It is recognised that a significant level of formal and informal cooperation already exists between Hawke's Bay's local authorities. Further to this existing cooperation, parties to this Agreement will:

- 5.1 Hold monthly meetings of the Mayors of the primary parties and the Regional Chairman (aligned to the other Committee meetings as appropriate) to formally communicate and coordinate on matters of mutual interest, in accordance with arrangements detailed in Appendix Two.
- 5.2 Invite the Chief Executives of the primary parties to attend every Forum for a period of time.
- 5.3 At the first meeting following the local body elections, elect a Chair of the Forum from among the attendees. The Council whom the elected Chair represents will provide the administrative support for the Forum for that triennium.
- 5.4 Share resources where feasible for the purposes of preparing information on the various communities in the region. These resources may include information on demographics, survey data, scientific studies and the analysis of social, economic, environmental and cultural trends.
- 5.5 Develop joint approaches to the development of Annual and Long Term plans and, where appropriate, to engagement with Central Government, iwi governance bodies and tribal entities, national agencies and community organisations.

- 5.6 Provide early for notification of, and participation in decisions that may affect other local authorities in the region.
- 5.7 Make draft strategies, policies, and plans available to other local authorities in the region for discussion and development, where they may have regional implications or implications beyond the boundaries of the decision-making council.
- 5.8 Apply a “*no surprises*” policy whereby early notice will be given over disagreements between local authorities concerning policy or programmes before the matter is put out to the public.
- 5.9 Review the performance of the Triennial Agreement and benefits realised in the priority areas at least quarterly, as outlined in section 6 following.
- 5.10 Establish, as necessary, other forums including bi-lateral meetings, at both political and operational levels that will help enhance and achieve the purpose of this Agreement.
- 5.11 Provide a process for initiating reviews of regional forums that are not working optimally in the view of one or more parties.

6. Benefits Realisation

Achievements in each of the priority areas will be reported to the HB Leaders Forum quarterly, in a format to be agreed by the Forum.

7. Significant New Activities Proposed By Hawke's Bay Regional Council

If the Regional Council or a Regional Council controlled organisation proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities within the region, Section 16 of the Local Government Act applies.

However, in the spirit of this Agreement, the parties agree to an expanded consultation and communication process which includes discussion of the issues involved at the first available monthly meeting (see 5.1 above), and to provide drafts of proposals to affected Councils for early comment in accordance with the requirements of sections 77-87 of the Local Government Act (decision-making and consultation).

The parties also agree that prior to implementing the formal provisions of section 16¹:

- 7.1 the Regional Council will inform all territorial authorities within the region of
 - 7.1.1 the nature of the activity proposed to be undertaken
 - 7.1.2 the scope of the proposal (including size, districts covered, and why)
 - and
 - 7.1.3 the reasons for the proposal.
- 7.2 territorial authorities will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The Regional Council agrees to fully consider any submissions and representations on the proposal made by territorial authorities within the region.

8. Consultation in Relation to the Regional Policy Statement

The following consultation process will apply to any change, variation, or review of the Hawke's Bay Regional Policy Statement, and the preparation of any future Regional Policy Statement:

- 8.1 The Regional Council will seek the input of territorial authorities into the review of the Regional Policy Statement

¹ Appendix Three

- 8.2 The Regional Council will make available to all local authorities, for discussion and development, draft copies of:
- 8.2.1 any change or variation of to the Regional Policy Statement
 - 8.2.2 any proposed Regional Policy Statement.
- 8.3 Territorial authorities will be given a reasonable period of time, but no less than [20] working days, to respond to any such proposal. The Regional Council agrees to consider fully any submissions and representations on the proposal made by territorial authorities within the Region.
- 8.4 The parties to this agreement acknowledge their obligation to act in accordance with the principles of collaboration set out in the Local Government Act 2002.

Nothing in this Agreement shall interfere with the rights, functions or duties given by statute to any party.

9. Dispute Resolution

In the event of a disagreement between the Councils as to the interpretation or implementation of this Agreement, and/ or that disagreement between the Councils as to the interpretation or implementation of this Agreement to vary the terms of this Agreement, then the matter in dispute will be referred to mediation.

If the Councils cannot agree on the appointment of a mediator, the President of the Hawke's Bay District Law Society will be requested to appoint the mediator. The costs of the mediation shall be borne by the Councils in equal shares.

10. Revision of the Agreement

- 10.1 The Agreement is effective from the date of signing until such time as the Agreement is either amended by the agreement of all parties or is renewed following the 2022 local authority elections (by 1 March 2023).
- 10.2 If a party to the Agreement requests a review of its terms within the triennium, such a review will begin within four weeks of the request being lodged. Otherwise the Agreement will be renewed following the local body elections as outlined in 10.1 above.
- 10.3 Hawke's Bay Regional Council will be the first Council responsible for servicing this Agreement.

11. Parties - Signatures

This Agreement is signed on this day _____ of _____ 2020 by the following on behalf of their respective authorities.

PRIMARY PARTIES:

CENTRAL HAWKE'S BAY DISTRICT

.....
Mayor Alex Walker

.....
Chief Executive Monique Davidson

HASTINGS DISTRICT COUNCIL

.....
Mayor Sandra Hazlehurst

.....
Chief Executive Nigel Bickle

HAWKE'S BAY REGIONAL COUNCIL

.....
Chair Rex Graham

.....
Chief Executive James Palmer

NAPIER CITY COUNCIL

.....
Mayor Kirsten Wise

.....
Chief Executive Wayne Jack

WAIROA DISTRICT COUNCIL

.....
Mayor Craig Little

.....
Chief Executive Steven May

NON-PRIMARY PARTIES:

RANGITIKEI DISTRICT COUNCIL

.....
Mayor Andy Watson

.....
Chief Executive Peter Beggs

TAUPO DISTRICT COUNCIL

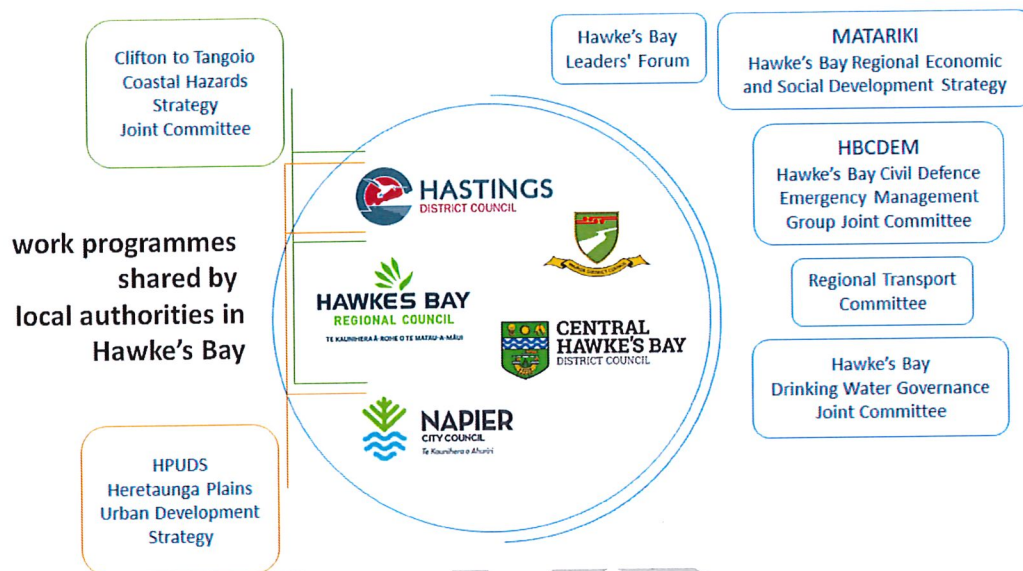
.....
Mayor David Trewavas

.....
Chief Executive Gareth Green

APPENDIX ONE: REPORTING

Joint Committees

- Mayor/Chair ex-officio on all joint committees – to receive meeting invitations and copy of Agenda
- Meeting minutes and a Meeting Summary (prepared by the Technical Advisory Group (TAG) lead) will be provided to the Hawke's Bay Leaders' Forum Chair's executive assistant within 10 days of the meeting having been held for presentation to the next monthly meeting.
- A diagram of the current committee structure across Hawke's Bay is below.



Achievements

- A work programme for each of the priority areas will be developed and agreed, to enable strategic level reporting against milestones and projects (*examples following*).

Priority: Water – safety, security and planning

Activity	Lead	Achievements	Due for Completion
Regional Water Security Program (supported by PGF)	Tom Skerman (HBRC)	1.	
National Policy Statement on Freshwater Management (NPSFM)	Tom Skerman (HBRC)		
Three waters review			

Priority: Climate Change adaptation and mitigation

Activity	Lead	Achievements	Due for Completion
Regional Climate Response Strategy	Tom Skerman, Gavin Ide (HBRC)		

APPENDIX TWO: MEETINGS

Hawke's Bay Leaders' Forum

Meetings will be arranged and minutes kept by the appointed Chair - elected each three-year term - and minutes distributed to all parties to the Agreement. This does not preclude meetings being arranged, on request, by Councils other than that of the appointed Chair.

Given the importance accorded to this Agreement each Council will be represented by its Mayor/Chairperson and Chief Executive.

Where appropriate, and agreed, the Chief Executive of a Council Controlled Organisation (CCO) may attend an item related to that CCO's activities.

Media and communications contact (including the provision of information to the public on request) in relation to matters covered in the Agreement shall be shared on a rotating basis.

All public communications from these meetings shall be approved by all participants prior to their release.

Where a significant decision or issue affects a particular Council, or its community, it should, in partnership with the other Councils of the region, have the lead role in formulating the collective response of the region's local authorities to this issue or decision.

Responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within those specific forums.

APPENDIX THREE: LEGISLATIVE CONTEXT

Local Government Act

Section 15 Triennial agreement

- (1) Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement under this section covering the period until the next triennial general election of members.
- (2) An agreement under this section must include—
 - (a) protocols for communication and co-ordination among the local authorities; and
 - (b) a statement of the process by which the local authorities will comply with section 16 in respect of proposals for new regional council activities; and
 - (c) processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than 1 district.
- (3) An agreement under this section may also include—
 - (a) commitments by local authorities within the region to establish or continue 1 or more joint committees or other joint governance arrangements to give better effect to 1 or more of the matters referred to in subsection (2); and
 - (b) the matters to be included in the terms of reference for any such committees or arrangements, including any delegations.
- (4) An agreement under this section may be varied by agreement between all the local authorities within the region.
- (5) An agreement under this section remains in force until it is replaced by another agreement.
- (6) If a decision of a local authority is significantly inconsistent with, or is expected to have consequences that will be significantly inconsistent with, the agreement under this section that is currently in force within the region, the local authority must, when making the decision, clearly identify—
 - (a) the inconsistency; and
 - (b) the reasons for the inconsistency; and
 - (c) any intention of the local authority to seek an amendment to the agreement under subsection (4).
- (7) As soon as practicable after making any decision to which subsection (6) applies, the local authority must give to each of the other local authorities within the region notice of the decision and of the matters specified in that subsection.

Section 14 Principles relating to local authorities

- (1) in performing its role, a local authority must act in accordance with the following principles:
 - (e) a local authority should actively seek to collaborate and cooperate with other local authorities and bodies to improve the effectiveness and efficiency with which it achieves its identified priorities and desired outcomes.

Section 16 Significant new activities proposed by regional council

- (1) This section applies if,—
 - (a) in the exercise of its powers under section 12(2), a regional council proposes to undertake a significant new activity; or

- (b) a regional council-controlled organisation proposes to undertake a significant new activity; and
- (c) in either case, 1 or more territorial authorities in the region of the regional council—
 - (i) are already undertaking the significant new activity; or
 - (ii) have notified their intention to do so in their long-term plans or their annual plans.
- (2) When this section applies, the regional council—
 - (a) must advise all the territorial authorities within its region and the Minister of the proposal and the reasons for it; and
 - (b) must include the proposal in the consultation document referred to in section 93A.
- (3) A proposal included in the consultation document referred to in section 93A must include—
 - (a) the reasons for the proposal; and
 - (b) the expected effects of the proposal on the activities of the territorial authorities within the region; and
 - (c) the objections raised by those territorial authorities, if any.
- (4) If, after complying with subsection (2), the regional council indicates that it intends to continue with the proposal, but agreement is not reached on the proposal among the regional council and all of the affected territorial authorities, either the regional council or 1 or more of the affected territorial authorities may submit the matter to mediation.
- (5) Mediation must be by a mediator or a mediation process—
 - (a) agreed to by the relevant local authorities; or
 - (b) in the absence of an agreement, as specified by the Minister.
- (6) If mediation is unsuccessful, either the regional council or 1 or more affected territorial authorities may ask the Minister to make a binding decision on the proposal.
- (7) Before making a binding decision, the Minister must—
 - (a) seek and consider the advice of the Commission; and
 - (b) consult with other Ministers whose responsibilities may be affected by the proposal.
- (8) This section does not apply to—
 - (a) a proposal by a regional council to establish, own, or operate a park for the benefit of its region; or
 - (b) a proposal to transfer responsibilities; or
 - (c) a proposal to transfer bylaw-making powers; or
 - (d) a reorganisation application under Schedule 3; or
 - (e) a proposal to undertake an activity or enter into an undertaking jointly with the Crown.
- (9) For the purposes of this section,—
 - affected territorial authority** means a territorial authority—
 - (a) the district of which is wholly or partly in the region of a regional council; and
 - (b) that undertakes, or has notified in its long-term plan or annual plan its intention to undertake, the significant new activity
 - annual plan**—
 - (a) means a report adopted under section 223D of the Local Government Act 1974; and
 - (b) includes such a report that section 281 applies to
 - new activity**—
 - (a) means an activity that, before the commencement of this section, a regional council was not authorised to undertake; but
 - (b) does not include an activity authorised by or under an enactment

regional council-controlled organisation means a council-controlled organisation that is—

- (a) a company—
 - (i) in which equity securities carrying 50% or more of the voting rights at a meeting of the shareholders of the company are—
 - (A) held by 1 or more regional councils; or
 - (B) controlled, directly or indirectly, by 1 or more regional councils; or
 - (ii) in which 1 or more regional councils have the right, directly or indirectly, to appoint 50% or more of the directors of the company; or
- (b) an organisation in respect of which 1 or more regional councils have, whether or not jointly with other regional councils or persons,—
 - (i) control, directly or indirectly, of 50% or more of the votes at any meeting of the members or controlling body of the organisation; or
 - (ii) the right, directly or indirectly, to appoint 50% or more of the trustees, directors, or managers (however described) of the organisation.

RESOURCE MANAGEMENT ACT 1991

Schedule 1 Preparation, change, and review of policy statements and plans

3A Consultation in relation to policy statements

- (1) A triennial agreement entered into under section 15(1) of the Local Government Act 2002 must include an agreement on the consultation process to be used by the affected local authorities in the course of—
 - (a) preparing a proposed policy statement or a variation to a proposed policy statement; and
 - (b) preparing a change to a policy statement; and
 - (c) reviewing a policy statement.
- (2) If an agreement on the consultation process required by subclause (1) is not reached by the date prescribed in section 15(1) of the Local Government Act 2002,—
 - (a) subclause (1) ceases to apply to that triennial agreement; and
 - (b) 1 or more of the affected local authorities—
 - (i) must advise the Minister and every affected local authority as soon as is reasonably practicable after the date prescribed in section 15(1) of the Local Government Act 2002; and
 - (ii) may submit the matter to mediation.
- (3) If subclause (2) applies, the parts of the triennial agreement other than the part relating to the consultative process referred to in subclause (1) may be confirmed before—
 - (a) an agreement on the consultative process is reached under subclauses (4) and (5)(a); or
 - (b) the Minister makes a binding determination under subclause (5)(b).
- (4) Mediation must be by a mediator or a mediation process agreed to by the affected local authorities.
- (5) If the matter is not submitted to mediation or if mediation is unsuccessful, the Minister may either—
 - (a) make an appointment under section 25 the purpose of determining a consultation process to be used in the course of preparing a proposed policy statement or reviewing a policy statement; or
 - (b) make a binding determination as to the consultation process that must be used.
- (6) The consultative process must form part of the triennial agreement, whether or not the other parts of the triennial agreement have been confirmed, in the event that—

- (a) an agreement is reached under subclause (4) or subclause (5)(a) as to a consultative process, as required by subclause (1); or
 - (b) the Minister makes a binding determination under subclause (5)(b).
- (7) In this clause, **affected local authorities** means—
 - (a) the regional council of a region; and
 - (b) every territorial authority whose district is wholly or partly in the region of the regional council.

DRAFT

Memorandum

To: Council

From: Arno Benadie

Date: 30 January 2020

Subject: **Repair of lower dam face, Marton Dams**

File: 6-WS-3-6

The damage to the lower dam face at the Marton Dams for supply of the town's water has been examined by Stantec and the necessary work for repair identified. Tenders have been called for this. Awarding the contract as soon as possible is critical to ensure the work can be completed. However, the sum may exceed the delegation available to the Chief Executive (\$250,000) which would then mean a decision could not be made until the next meeting of Council, on 26 February 2020. It is suggested that Council agree to a delegated authority to allow the decision to be made sooner than that, subject to a satisfactory tender being received.

Recommendations

1. That the memorandum 'Repair of the lower dam face, Marton Dams' be received.
2. That, in order to ensure work repairing the lower dam face at the Marton Dams as soon as possible, Council delegate to the Mayor, the Deputy Mayor, the Chair of Assets/Infrastructure Committee and the Chief Executive the authority to award a contract for the repair work, subject to the total cost being no more than \$500,000 (GST exclusive); and, if the total cost of the contract exceeds \$500,000 but is less than \$1 million (GST exclusive) that the decision be made electronically by the Mayor and Councillors, either decision being conveyed to the next available meeting of the Council for formal record.

Arno Benadie
Strategic Infrastructure Advisor

TABLED DOCUMENT

Tabled at Council
on 30 January 2020