



TO THE MAYOR AND COUNCILLORS OF THE MACKENZIE DISTRICT COUNCIL

MEMBERSHIP OF THE PLANNING COMMITTEE

John Bishop (Chairman)	
Claire Barlow (Mayor)	Peter Maxwell
Annette Money	Graeme Page
Graham Smith	Evan Williams

*Notice is given of a meeting of the Planning Committee
to be held on Tuesday 12 April 2011
following the Projects and Strategies Committee meeting.*

VENUE: Council Chambers, Fairlie

BUSINESS: As per Agenda attached

**GLEN INNES
CHIEF EXECUTIVE OFFICER**

7 April 2011



PLANNING COMMITTEE

Agenda for Tuesday 12 April 2011

I APOLOGIES

II DECLARATIONS OF INTEREST

III MINUTES

Confirm and adopt as the correct record the Minutes of the meeting of the Planning Committee held on 1 March 2011, including such parts as were taken with the Public Excluded.

ACTION POINTS

IV REPORTS:

1. South Canterbury Rural Fire Committee – Statement of Intent
2. Dog Control
3. Environment Court Appeal – Allan Tibby Subdivision Consent, Pukaki Downs
4. Mackenzie Properties Ltd – Right of Way Lease
5. Fees and Charges

V VISITOR:

10.30 am Rob Hands, South Canterbury Rural Fire Officer – Tekapo Fire Appliance

MACKENZIE DISTRICT COUNCIL

MINUTES OF A MEETING OF THE PLANNING COMMITTEE HELD IN THE COUNCIL CHAMBERS, FAIRLIE, ON TUESDAY 1 MARCH 2011 AT 9.30 AM

PRESENT:

John Bishop (Chairman)
Claire Barlow (Mayor)
Annette Money
Peter Maxwell
Graeme Page
Evan Williams (from 10.00 am)
Graham Smith

IN ATTENDANCE:

Glen Innes (Chief Executive Officer)
Nathan Hole (Manager – Planning and Regulations)
Toni Morrison (Senior Planner)
Angie Taylor (Planner)
Rosemary Moran (Committee Clerk)

I APOLOGIES:

Resolved that an apology be received for lateness from Evan Williams.

Graeme Page/Graham Smith

II DECLARATIONS OF INTEREST:

There were no declarations of interest.

III MINUTES:

The Minutes of the meeting of the Planning Committee held on 1 February 2011 were confirmed and adopted as the correct record of the meeting.

Graham Smith/Claire Barlow

MATTERS UNDER ACTION:

Mackenzie Properties Ltd – Right of Way Request

The Manager – Planning and Regulations advised that draft lease agreement had been provided to Mackenzie Properties Ltd; however Andrew Hocken had not been happy with the proposed annual rental of \$750.00.

Cr Bishop said he considered the figure of \$750 was excessive.

The Chief Executive Officer said the value had been determined using the following criteria:

- The lessee had, by going through a resource consent process to obtain the use of the land for access to his commercial premises, recognised the value of the right of way.

- A comparison with a similar small area of Council land in Fairlie which had been leased to a Main Street business for the provision of picnic tables for outdoor eating
- The loss to the community of the amenity value of the land
- The figure of \$750 used as the starting point for discussion did not seem to be unreasonable given that the Council had not indicated there should be a concessional rental.

In response to a question from Cr Page the Chief Executive Officer said that any potential public good element would be dubious in terms of the view Council had taken in the Twizel Plan Change 15 and the fear that a satellite development in the area concerned would run the risk of drawing business away from the main Twizel commercial area Market Place. The commercial arrangement suited the developer who obviously saw considerable benefit in having the access.

Cr Bishop said the resource consent had been expensive and he reiterated that the proposed amount of the lease was unfair. He suggested that the developer was being discriminated against because in other cases people had been provided with access at no charge.

The Chief Executive Officer reiterated that he did not consider the figure excessive given that the developer had the opportunity for considerable commercial gain from the convenient access gained by using the Council's reserve land.

The Mayor considered that because eight businesses would benefit from the access, the cost of the proposed rental of \$2 a week each was not unreasonable.

Crs Page and Maxwell supported the figure of \$750.

IV REPORTS:

1. PLAN CHANGE 15 AND VARIATION 1 TO PLAN CHANGE 13 – TWIZEL:

This report from the Senior Planner advised of the progress of the Twizel Plan Change and the next steps in the process.

The Senior Planner spoke to her report. She undertook to provide a copy of the Summary of Submissions to the Elected Members.

Cr Williams joined the meeting at 10.00 am.

On behalf of the Council the Mayor thanked the Planning Officers for their work. Ms Morrison said the outcome to date was the result of the work of a long line of planners who had been working on the project since 2003.

In response to a question regarding the likely cost of hearing submissions to the Plan Change, the Manager – Planning and Regulations said the hearing process was unlikely to be more than half a day; it would not be the same prolonged process which had been required for Plan Change 13.

He added that a decision on Plan Change 13 had been anticipated mid-year; however the impact of the Christchurch earthquake was likely to have a considerable effect on that timeframe.

Resolved that the report be received.

Graeme Page /Annette Money

2. CIVIL DEFENCE UPDATE:

This report from the Manager – Planning and Regulations advised the Committee of Council's Civil Defence obligations and provided an update on the Emergency Management Officer position which had been advertised before Christmas 2010.

Cr Smith expressed his view that the position should be filled as soon as possible.

Resolved that the report be received.

Annette Money/Graham Smith

The Manager – Planning and Regulations undertook to provide a copy of the Emergency Management Officer job description to the Councillors.

LATE ITEM

Resolved that pursuant to the Local Government Official Information and Meetings Act 1987 the report "Dog Control – Budget Discussion" be considered.

Graeme Page/Graham Smith

The report was not included on the Agenda because it was not available in time. Consideration of the report at this meeting is required to enable the Committee to have a discussion on the level of service to be provided for dog control before the budget meeting.

DOG CONTROL – BUDGET DISCUSSION:

This report from the Manager – Planning and Regulations referred to the level of service provided for dog control within the District and how the service might be funded.

Motion:

The Dog Registration fees be increased by the rate of inflation.

Graeme Page

The motion lapsed for want of a seconder.

Resolved that a report be provided on the potential for an increased level of service for dog control to be provided by existing staff.

John Bishop/Graham Smith

Cr Smith considered that the Committee wanted to consider the possibility of increasing the dog control service for the District.

The meeting was adjourned at 10.50 am for morning tea and reconvened at 11.15 am

V PUBLIC EXCLUDED:

That the public, be excluded from the following part of the proceedings of this meeting namely:

- 1 Plan Change 15 & Variation 1 to Plan Change 13 Twizel - Commissioners

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution
Plan Change 15 & Variation 1 to Plan Change 13 Twizel – Commissioners	To Protect the Privacy of Persons	48(1)(a)(i)
<p>This resolution is made in reliance on Section 48(1)(a)(i) 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, 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: <i>Plan Change 15 and Variation 1 to Plan Change 13, Twizel – Commissioners</i> section 7(2)(a)</p> <p style="text-align: right;">Evan Williams/Annette Money</p>		

**THERE BEING NO FURTHER BUSINESS
THE CHAIRMAN DECLARED THE MEETING CLOSED AT 11.25 AM**

CHAIRMAN

DATE

MATTERS UNDER ACTION PLANNING COMMITTEE

Twizel Dog Pound Site:

Relocate Twizel dog pound to a new site at the eastern end of the Twizel Resource Recovery Park.

Underway

1 February 2011

Real Estate

Involve Manager – Planning and Regulations in the development of sale and purchase agreements for Council property. *Noted*

Mackenzie Properties Ltd – Right of Way Request:

Submit lease agreement between the Council and Mackenzie Properties Ltd be approval at the Council meeting on 8 March 2011. *‘Right of Way Lease’ report is on the Agenda for the meeting on 12 April 2011*

1 March 2011

Emergency Management

Provide a copy of the Emergency Management Officer job description to the Councillors.

Completed.

Dog Control

Present a report on the potential for an increased level of service for dog control to be provided by existing staff. *A report is on the Agenda for the meeting on 12 April 2011*

MACKENZIE DISTRICT COUNCIL

REPORT TO: PLANNING COMMITTEE

SUBJECT: SOUTH CANTERBURY RURAL FIRE COMMITTEE – 2011/12
STATEMENT OF INTENT

MEETING DATE: 12 APRIL 2011

REF: LAN 14/4

FROM: MANAGER – PLANNING AND REGULATIONS

ENDORSED BY: CHIEF EXECUTIVE OFFICER

PURPOSE OF REPORT:

To report to the Committee for adoption the South Canterbury Rural Fire District Committee (SCRFC) draft statement of intent for 2011/12.

STAFF RECOMMENDATIONS:

1. That the report be received.
2. That the Committee agrees to adopt the SCRFC's 2011/12 draft statement of intent subject to confirming the proposed capital expenditure for Mackenzie District Council.

NATHAN HOLE
MANAGER – PLANNING & REGULATIONS



GLEN INNES
CHIEF EXECUTIVE
OFFICER

ATTACHMENTS:

The draft 2011/12 statement of intent.

BACKGROUND:

The SCRFC is a council controlled organisation and as such is required to have an approved annual statement of intent. The current statement of intent will expire on 30 June 2011.

The draft 2011/12 statement of intent was tabled at the SCRFC meeting on 30 March 2011. The Local Government Act requires that SCRFC seek Council comment on the draft before the statement of intent can be adopted.

POLICY STATUS:

N/A

SIGNIFICANCE OF DECISION REQUESTED:

This is a routine decision.

CONSIDERATIONS

The only consideration to note is the Mackenzie District Council budget in the document. This provides for the replacement of the Tekapo fire tanker in this budget, in accordance with the LTCCP. As Council is to have further discussion regarding this tanker replacement, the resolution to adopt the statement of intent should reflect the outcome of any decisions made as to this capital expenditure occurs.

CONCLUSION:

This is routine decision that is required by LGA due to the SCRFC being a council controlled organisation.



South Canterbury
Rural Fire District
Committee

Statement of Intent

2011/2012

February 2011

DRAFT

South Canterbury Rural Fire District

MISSION STATEMENT

To achieve the safeguarding of life and property by the Reduction, Readiness, Response, and Recovery of fire in the rural areas of South Canterbury

SOUTH CANTERBURY RURAL FIRE DISTRICT OBJECTIVES

- ***to provide for education on Rural Fire safety in South Canterbury***
- ***to ensure Rural Fire suppression is coordinated and effective***
- ***to maintain all operational equipment to a state of readiness to meet the standards set by the industry***
- ***to ensure all staff are trained to the standards set by the industry***
- ***to meet the statutory obligations of the Fire Service Act, Forest and Rural Fires Act and Regulations***
- ***maintain and improve the South Canterbury Rural Fire District administration and business systems***

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1 INTRODUCTION

The Territorial Local Authorities (TLA's) are the key organisations responsible for Rural Fire to the extent that they are rural fire controlling authorities.

The obligations are contained in the Forest Rural Act 1977 and Forest and Rural Fires Regulations 2005 and the Fire Service Act 1975.

Rural Fire can be categorised into four major elements-:

Reduction	Policies and procedures in place that reduce the likelihood and consequences of fire in the district.
Readiness	Implementation of policies and procedures in relation to readiness for fire suppression in its district.
Response	The implementation of policies and procedures for responding to fire incidents within the district.
Recovery	The implementation of policies and procedures it has for activities it undertakes following fire events in its district.

The South Canterbury Rural Fire Authority is a legal entity created by the three Territorial Local Authorities (TLA's) of Mackenzie, Waimate and Timaru District Councils, Forest Managers of Blakely Pacific Limited and Waimate Forest Group, and Department of Conservation and New Zealand Fire Service.

The South Canterbury Rural Fire Authority is responsible for the funding for rural fire management. They have chosen to form the South Canterbury Rural Fire District Committee to meet its obligations in a combined manner.

The obligations of the Committee are as follows:

- 1 Implementing the projects approved and funded by South Canterbury Rural Fire District.
- 2 Providing a forum for rural fire contributors
- 3 Co-ordinating rural fire issues and programmes
- 4 Carrying out any other rural fire initiatives.

Performance of these obligations by the Committee is achieved by the appointment of a Principal Rural Fire Officer who is employed to manage the district to achieve the key objectives.

2 RURAL FIRE AUTHORITY GOVERNANCE AND MANAGEMENT

The South Canterbury Rural Fire Authority is a Council Controlled Organisation (CCO) with each Local Authority member being allocated two votes and all other members to one vote each.

The South Canterbury Rural Fire District Committee set up to administer the fire district is made up of appointees of each of the Territorial Local Authorities, a representative of New Zealand Fire Service, a representative of the Department of Conservation, a representative of Blakely Pacific Limited and a representative of the Forest Owners Group, and an independent director appointed by the Committee. The Committee will meet at least quarterly and has governance responsibilities.

The Committee employs a Principal Rural Fire Officer who has management responsibility and is also responsible to assist the Committee in meeting its objectives and obligations. Specifically, duties associated with the position are documented in Appendix 2 – Principal Rural Fire Officer Employment Conditions.

While the Principal Rural Fire Officer is employed by the Committee and is responsible directly to the Chairman, the Fire Authority will be administratively supported by either one of the constituent Territorial Local Authorities on a cost recovery basis.

A Secretary will be appointed by the South Canterbury Rural Fire District Committee who will be responsible to ensure:

- Management advice
- Committee Secretary duties including meetings co-ordination, agenda preparation and minute taking for the South Canterbury Rural Fire District Committee (SCRFD).
- Supporting the Chairman as the Employer's representative including formulation of an employment contract, arranging performance appraisal, monitoring work attendance, leave etc.
- Corporate support including office, typing, reception and clerical (mail, filing, etc), accounting services, audit, payroll and information technology (phone, fax and computer)

3 ***BUSINESS PLAN***

Each year a business plan and annual programme are to be formulated for the approval of the Fire Authority and will be drafted by the Principal Rural Fire Officer and outline-:

- What is to be done
- How it is to be done
- Who is to do it
- Performance measures both qualitative and quantitative (What will be achieved, by when and at what cost).

The Business Plan will include reference to project funding and to Territorial Local Authority administration funding.

The Business Plan will utilise data from the following sources

- Standards set by the National Rural Fire Authority
- Results of investigations carried out locally
- Input from contributing groups including Federated Farmers
- Corporate members

Following Fire Authority approval, applications are made to the financial members and to the National Rural Fire Authority for capital projects where appropriate.

- General maintenance
- Principal Rural Fire Officer's salary and Administration Assistant's salary
- Capital purchases
- Fire Fighting costs

The current Business Plan is attached in Appendix 5.

4 FINANCIAL

Income

The core funding of the Fire Authority's activities comes from the financial members of the South Canterbury Rural Fire District Committee (salary and administration) and from the Local Authorities (operations). From this the Fire Authority employs the Principal Rural Fire Officer and the Administration Assistant, meets administration costs, and funds operational projects.

Fire Fighting Costs

As per the Committee constitution each member will be required to fund firefighting activities for fire incidents that occur within their management zone until the cost recovery action is complete.

Budget

This year the South Canterbury Rural Fire District is seeking funding from the following Councils over the next three years:

TIMARU DC	2011- 2012	2012 -2013	2013- 2014
Administration	\$37,000	\$37,000	\$37,000
Operations	\$82,500	\$82,500	\$82,500
Capital Works	\$ 8,000	\$ 8,000	\$88,000
TOTAL	\$134,500	\$134,500	\$207,500

WAIMATE DC	2011- 2012	2012 -2013	2013 - 2014
Administration	\$37,000	\$37,000	\$37,000
Operations	\$46,000	\$46,000	\$46,000
Capital Works	\$ 15,600	\$15,600	\$86,000
TOTAL	\$105,000	\$105,000	\$169,000

MACKENZIE DC	2011- 2012	2012 -2013	2013 - 2014
Administration	\$37,000	\$37,000	\$37,000
Operations	\$52,500	\$52,500	\$52,500
Capital Works	\$88,000	\$ 8,000	\$6,000
TOTAL	\$184,500	\$104,500	\$95,500

National Rural Fire Authority pays monies direct to the Fire Authority (for each Territorial Local Authority) once the National Rural Fire Authority has approved the project.

Expenditure

Expenditure is controlled by the Principal Rural Fire Officer based on the Business Plan and agreed programme under specified delegated authority limits as set by the Fire Authority in accordance with the Fire Authority constitution.

It is recognised that the Fire Authority may also directly fund capital projects of their own. Usually this would relate to specific projects within a district. Normally it is expected that all programmes would be co-ordinated through the Principal Rural Fire Officer.

GST and Audits

The Fire Authority is GST registered. Independent audits of the Committee's accounts are carried out annually. The current auditor is Audit New Zealand.

Distributions to Members

No dividend or return of members' capital is envisaged as members' annual contributions are set at a level to cover costs net of grants and receipts from sales.

Accounting Policies

Refer to Appendix 4 – Statement of Accounting policies

Cash Flow

Refer to Appendix 3

Profits

Nil

5 ***TIMETABLE***

Annual funding approval process for the following financial year is as follows:-

July	Request funding from members as appropriate for the new year Loan Account
September	Prepare Annual Accounts for Audit and forward to corporate members
October	Produce invoices for previous year based on actual spending
October	Confirm Business Plan for next year
November	Liaise with corporate members re content of both Administration and Operations Budgets
February	Confirm Budgets
May	Apply for National Rural Fire Authority Assistance

6 ***REPORTING***

The Principal Rural Fire Officer will report in writing to each quarterly meeting of the Fire Authority as per the Local Government Act schedule. The reports are to contain information on progress against the Business Plan and information on the activities of the Officer.

The Principal Rural Fire Officer will prepare an annual report for the Fire Authority annual meeting.

Reporting to each Territorial Local Authority will be carried out as arranged by that Territorial Local Authority Fire Authority member.

Written reports to the Fire Authority are to be circulated at least five working days prior to the meeting and unconfirmed minutes of all meetings are to be distributed to members prior to the next meeting.

At the half year meeting a Balance Sheet and Profit and Loss Account including budget figures is to be tabled. Explanations of major deviations from budget, and their implications shall be explained to members in the Principal Rural Fire Officer's report.

7 MEETINGS

Fire Authority – South Canterbury Rural Fire District Committee

The South Canterbury Rural Fire District Committee's Annual General Meeting shall be held prior to 31 August of each year.

General meetings shall be held at least quarterly but may also be convened at any time by the Chairperson (subject to the requirements of notice set out in the Constitution) or upon receiving a request of any member to do so.

At all meetings of the South Canterbury Rural Fire District Committee three Members, two of whom shall be representatives of Territorial Local Authorities, shall form a quorum.

The South Canterbury Rural Fire District shall meet a minimum of four times per year. Normally meetings are held every three months. This committee provides opportunity for sharing information, discussing problems and issues and co-ordinating activities. It can also act to lobby organisations for particular rural fire safety outcomes.

8 APPENDICES

1 APPENDIX 1 - MEMBERS

South Canterbury Rural Fire District Committee – Members

Timaru District Council
Waimate District Council
Mackenzie District Council
Department of Conservation
New Zealand Fire Service
Blakely Pacific Ltd
Waimate Forest Group
Independent Director appointed by the Committee

Standing invitation to attend all Committee Meetings

- Principal Rural Fire Officer
- SCRFD Administration Assistant
- Blakely Pacific Ltd (Timaru Manager and Forest Managers)
- Waimate Forest Group members
- Advisory Staff from each Territorial Local Authority

2 APPENDIX 2 – THE PRINCIPAL RURAL FIRE OFFICER POSITION DESCRIPTION

SOUTH CANTERBURY RURAL FIRE DISTRICT

PRINCIPAL RURAL FIRE OFFICER

Primary Objective

To effectively and efficiently manage the Rural Fire duties and powers in accordance with the Forest and Rural Fires Act 1977 on behalf of the South Canterbury Rural Fire District Committee.

Responsible To

Chairperson, South Canterbury Rural Fire District Committee.
Regulatory Services Manager, Timaru District Council for day-to-day activities such as annual / sick leave and time in lieu.

Responsible For

Deployment of Deputy Principal Rural Fire Officers throughout the South Canterbury Rural Fire District.

Position Summary

- 1 To manage the South Canterbury Rural Fire District with respect to legal and policy obligations on fire control matters.
- 2 To facilitate the co-ordination of rural fire control within the South Canterbury Rural Fire District.
- 3 To audit and monitor the state of readiness within the South Canterbury Rural Fire District.

Schedule of Duties

1 *Planning*

- 1.1 Compile and update the South Canterbury Rural Fire District Fire Plan.
- 1.2 Oversee fire mapping.
- 1.3 Prepare Business Plan and long term budget requirements for approval by the Committee.

- 1.4 Liaise with independent parties such as Forest Owners, Federated Farmers, NZ Fire Service, etc and make them aware of Rural Fire Control matters and Fire Plan requirements.
- 1.5 Advise/Adjudicate on Fire Plan implementation issues (such as firebreak requirements) as required.
- 1.6 Update the Rural Fire District Resource Register.

2 Operational

- 2.1 The prime function is to perform the requirements of the Principal Rural Fire Officer upon the outbreak of fire in accordance with Section 36 of the Forest and Rural Fires Act 1977. The Principal Rural Fire Officer shall ensure adequate fire response procedures are in place to allow for the control and suppression of wild fires within the South Canterbury Rural Fire District.
- 2.2 In practice within the South Canterbury Rural Fire District the Area (DPRFOs) would be "in charge" of fire fighting in their zones but the Principal Rural Fire Officer who legally has the ultimate powers shall undertake the following roles:
 - i Attend all moderate to large fires and to initially ensure:
 - Command structures are in place.
 - A Fire Headquarters is established.
 - Adequate resources are available.
 - Fire Cause is being investigated.
 - Fire Behaviour is being monitored.
 - Fire Control operations are carried out safely and efficiently.
 - ii When more than one large fire occurs or is likely to occur the Principal Rural Fire Officer's role would be to co-ordinate the region's fire fighting resources and liaise with the with the NRFA and adjoining Fire Authorities for inter-regional support.
 - iii Arrange and chair fire debriefs as necessary.
 - iv Co-ordinating the taking, distribution and use of the NZ Fire Danger Rating System data.

3 *Financial*

- 3.1 Prepare budgets and financial reports in conjunction with the Contributing Authorities and the District Committee.
- 3.2 Prepare claims on the Rural Fire Fighting Fund in conjunction with the incumbent organisations.
- 3.3 In accordance with policy and the Forests and Rural Fires Act 1977, take appropriate action to recovery costs.
- 3.4 Co-ordinate the application and supply of equipment through the NRFA grant assistance programme.
- 3.5 Manage and report on the expenditure, fire control matters in accordance with the approved budget and business plan.

4 *Training*

- 4.1 Prepare a training program each year in consultation with the incumbent organisations and identify associated costs.
- 4.2 Organise and direct training courses to NZQA unit standards.
- 4.3 To organise simulated fire exercises and report on the results.
- 4.4 Compile and maintain Rural Fire District Training Register.
- 4.5 To ensure that the required number of trained personnel are available within response times as required in the Rural Fire Management Code of Practice. This shall also include assisting in the delivery of courses.

5 *Publicity / Education*

- 5.1 Undertake planning/costing/scheduling of annual South Canterbury RFD Publicity campaign with local newspapers, radio and TV stations.
- 5.2 Issue daily/weekly media statements as required highlighting fire danger levels and specific problems being encountered.
- 5.3 Co-ordinate local use of National Publicity Campaign material.
- 5.4 Provide Fire Prevention talks to organisations and school groups.

6 *Fire Equipment*

- 6.1 Audit Rural Fire District fire equipment levels and state of readiness to the Rural Fire Management Code of Practice requirements.
- 6.2 Audit zones fire equipment maintenance standards and procedures with the aim of standardising and improving where applicable.
- 6.3 Ensure fire equipment is serviced after fires.

7 *Fire Prevention*

- 7.1 As necessary inspect areas where major or high profile burn offs are to be carried out to ensure that firebreaks are up to standard and burn prescriptions meet fire permit conditions.
- 7.2 Co-ordinate the South Canterbury Rural Fire District fire permits system.
- 7.3 Adjudicate on Fire Permit issue conflicts.
- 7.4 To investigate local and regional factors that influence fire control, e.g. fuels, climate, topography and human activities for the purpose of identifying areas of low to high risk for preplanning and the issuing of fire permits.

8 *Fire Reports*

- 8.1 Maintain a register of fire reports for all fires occurring in the South Canterbury Rural Fire District.
- 8.2 Ensure that NRFA statistic forms are completed and sent on to the Manager Rural Fire Dunedin.
- 8.3 Identify any patterns or trends that may develop with fires and report these to the South Canterbury Rural Fire District Committee.

9 *Correspondence*

- 9.1 Co-ordinate inward correspondence from NRFA and other organisations and reply where necessary.

10 *Fire Service / NRFA Liaison*

- 10.1 Undertake liaison with local Fire Brigades regarding procedures, communication and training.
- 10.2 Liaise with Manager Rural Fire Dunedin, New Zealand Fire Service Area Headquarters and Christchurch Control Room as required re callout procedures.

11 *Volunteer Rural Fire Forces*

- 11.1 Co-ordinate the Management of Volunteer Rural Fire Forces for the South Canterbury Rural Fire District.
- 11.2 Co-ordinate the training and administration requirements of Volunteer and Rural Fire Forces.

12 *District And Zone Communication*

- 12.1 Organise meetings of Deputy Principal Rural Fire Officers as required to ensure a co-ordinated approach occurs in all fire control matters.
- 12.2 Attend meetings of the South Canterbury Rural Fire District Committee and report on all district matters.
- 12.3 Act as the Committee's representative on the Regional Rural Fire Committee.
- 12.4 Liaison and reporting to the member organisations of the South Canterbury Rural Fire District Committee.

13 *Fire Research*

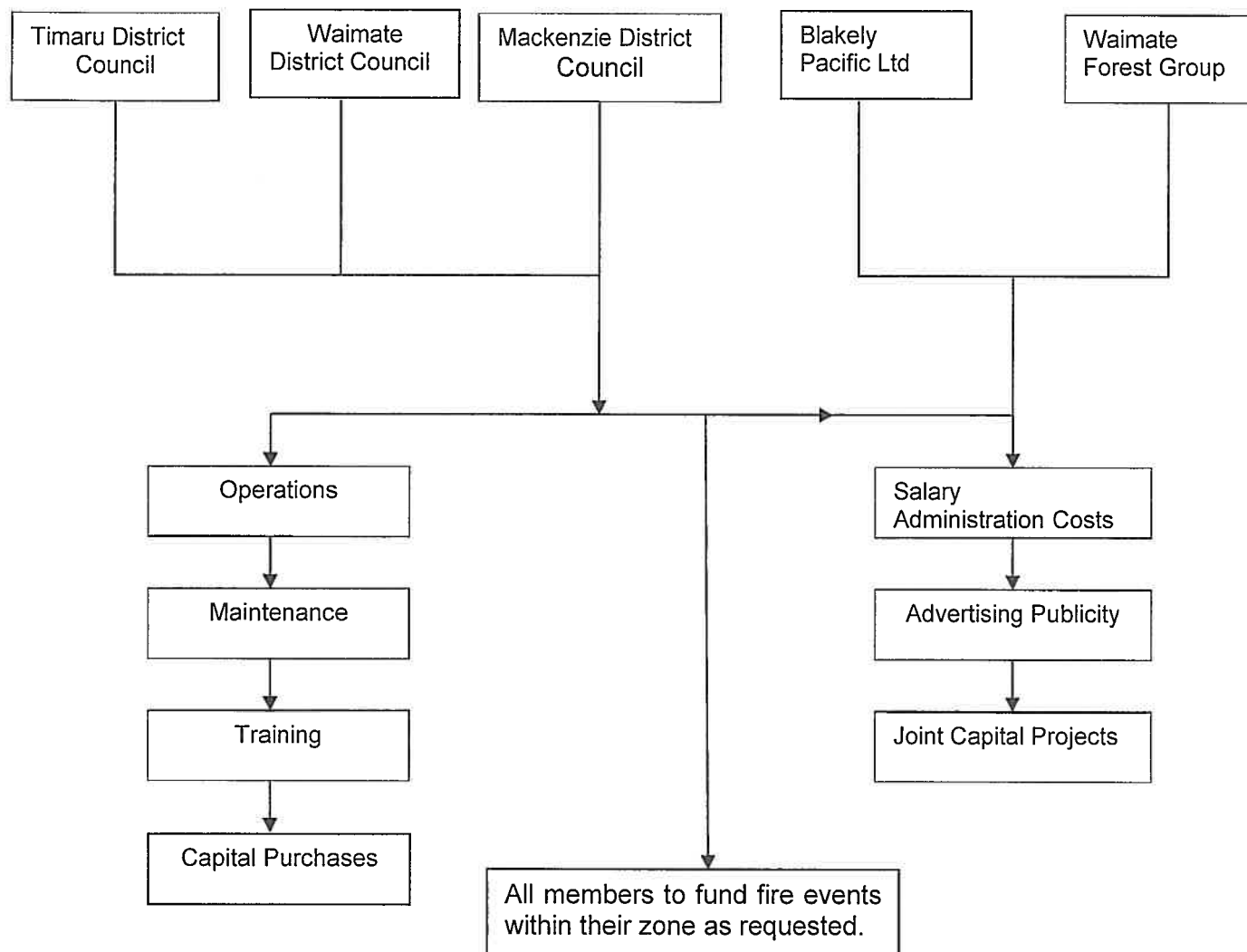
- 13.1 Co-ordinate fire research activities within the South Canterbury Rural Fire District.

Personal Specification

This position requires a high level of knowledge and experience in rural fire management. Skills in the following areas will be required:

- operational management of resources
- excellent interpersonal and public relations skills
- financial forecasting, monitoring and reporting
- sound administration skills.

3 APPENDIX 3 – CASH FLOW



4 APPENDIX 4 - STATEMENT OF ACCOUNTING POLICIES

Reporting Entity

The South Canterbury Rural Fire Authority was incorporated in 1998 under the Forest Rural Fire Act 1977 for the purpose of fire protection in South Canterbury.

The South Canterbury Rural Fire Authority is a council controlled entity as per the Local Government Act 2002.

The Financial Statements form a General Purpose Financial Report that is prepared in accordance with the Framework for Differential Reporting issued by the Institute of Chartered Accountants of New Zealand.

Measurement Base

The Financial Statements are prepared on the basis of historical cost, with the exception of those items for which specific accounting policies are identified.

Specific Accounting Policies

The following specific accounting policies which materially affect the measurement of the financial performance and the financial position are applied:

Funding

South Canterbury Rural Fire District is a Council Controlled Organisation. Original funding was sourced from three District Councils by non recoverable loans. Current practice is to invoice Council and Corporate members for maintenance by annual invoicing in advance. Capital projects are invoiced to members when approved. Additional funding is obtained from third parties by donations, National Rural Fire Authority subsidy, and fire fighting charges.

Goods and Services Tax (GST)

Items of income and expenditure are stated exclusive of GST. Accounts Receivable and Payable are stated inclusive of GST.

Taxation

The Authority is taxed as a company, but currently no income tax is payable due to accumulated losses.

Fixed Assets

(Non Current assets)

All fixed assets are initially recorded at cost.

Depreciation is provided on a diminishing value basis at rates that will write off the cost of the assets to their estimated residual values over their useful lives. The depreciation rates of major classes of assets have been applied as follows:

- | | |
|----------------------------------|-----------|
| • Plant | 25% |
| • Furniture and office equipment | 15% – 30% |
| • Motor Vehicles | 33% |

SOUTH CANTERBURY RURAL FIRE DISTRICT BUSINESS PLAN 2011/2012

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date by	Lead Officer
To provide for education on rural fire safety in South Canterbury		Educate the rural communities Via the Fire permit system	Review the current reporting capability of the permit system and alter as necessary	Time by Principal Rural Fire Officer and Timaru District Council staff	January 2012	Principal Rural Fire Officer
		Educate key groups within the rural sector	Attend Federated Farmers annual meeting	Principal Rural Fire Officer to attend meeting	January 2012	Principal Rural Fire Officer
		Develop the education material to meet the need of the current situation	Attend Canterbury Regional Coordinating Committee meeting and Publicity Sub Committee	Budgets Principal Rural Fire Officer to attend quarterly meetings	February May 2012 August Dec 2011	Principal Rural Fire Officer

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date by	Lead Officer
To ensure Rural fire suppression is coordinated and effective		To educate all Rural Fire Officers in the correct procedures surrounding coordinated response	Carry out an annual Rural Fire Officers course and training and assess Rural Fire Officers to the Unit Standard	All Rural Fire Officers for one day	July 2012	Principal Rural Fire Officer
		To provide training to all administration staff, contractor volunteers that would normally be involved in fire incidents	Attend annual regional training and regional exercise	Administration staff, contractors	October 2011	Principal Rural Fire Officer
		To carry out administration training for Incident Management	To carry out a multi agency coordination incident exercise	All available Rural Fire Officers and Fire fighters	October 2011	Principal Rural Fire Officer
		Develop communication systems to meet the needs of both the Fire District and the New Zealand Fire Service.	Review effectiveness of the current turnout system and alter as and when required.	Funding through operation budgets to purchase pagers for the Timaru. Albury, Burkes Pass Teams	June 2012	Principal Rural Fire Officer and Rural Fire Officers of the attached units
		Maintain a Duty roster system to insure response requirements are met Address operational issues in a timely manner	Carry out quarterly operations meeting with the Deputy Principal Rural Fire Officers and address operation issues	Principal Rural Fire Officer and Deputy Principal Rural Fire Officers. Meeting Room	August November February May	Principal Rural Fire Officer and Deputy Principal Rural Fire Officers

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date by	Lead Officer
To maintain all operational equipment to a state of readiness meet the standards set by the industry		Ensure all Fire Units have the required operational equipment and that it is to the Industry standard	Carry out a annual audit of all operational units	Principal Rural Fire Officer and Equipment Manager carry out Annual Audit	August 2012	Principal Rural Fire Officer
			Carry out annual testing as required by the National Rural Fire Authority standards	Principal Rural Fire Officer and Equipment Manager to ensure testing carried out	June 2012	Principal Rural Fire Officer
		Maintain a data base of all equipment and monitor test results		All test results are to be in putted into the South Canterbury Rural Fire District data base	All year	Admin. support
		Develop equipment to ensure that all equipment is of a high standard and meet the changing needs of the industry	To erect a storage garage at Cannington for storage of the current fire equipment	Council Funding National Rural Fire Authority support funding	February 2012	Principal Rural Fire Officer Deputy PRFO Waimate

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date By	Lead Officer
To ensure all staff are trained to the standards set by the industry		Carry out training to New Zealand Qualification Authority unit standards	Train all staff and contractors in a minimum of Unit Standard 3285 – Personal Safety at Vegetation Fires	Train and assess all new volunteers prior to going on the fire ground	June 2012	Principal Rural Fire Officer
			Co-ordinate and deliver a Fire Behaviour course for Rural Fire Officers	Annually as required	April 2012	Principal Rural Fire Officer
			Train Fire fighters in the basic fire fighter unit standards	Principal Rural Fire Officer to co-ordinate to training and assessment of fire fighters	Minimum 10 people Achieve Unit Standard June 2012	Principal Rural Fire Officer
		Maintain a data base of all training carried out for both currency and unit standards achieved	All Rural Fire Officers or trainer are to process training form	Administration support assistance is required to input data	All year	Admin. support

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date By	Lead Officer
To Meet the statutory obligations of the Fire Service Act, Forest and Rural Fires Act and Regulations		Review the fire plan as required by the Forest & Rural Fire Regulations	Review All Sections of the Fire Plan	Principal Rural Fire Officer and Administration officer time. Budget to reprint and distribute to key staff	October 2011	Principal Rural Fire Officer
		Develop a Statement of Intent and Business Plan for the following year	Review Statement of Intent. Set Business Plan to identify the key projects set for the following year.	Principal Rural Fire Officer Administration	February 2012	Principal Rural Fire Officer
		Evaluate the results of the Performance assessment carried out by the National Rural Fire Authority	Continue to work on the priority list of suggested ways for improvement that were identified in the National Rural Fire Authority Performance Assessment Criteria (PAC) report.	Principal Rural Fire Officer Admin staff Budgets dependant on actions required	June 2012	Principal Rural Fire Officer Admin. Support

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date By	Lead Officer
Maintain and improve the South Canterbury Rural Fire District administration and business Systems		South Canterbury Rural Fire District will work within legislation	Compliance with the Forest and Rural Fire Act, New Zealand Fire Service Act and the Rural Fire Regulations	Principal Rural Fire Officer to monitor and review		Principal Rural Fire Officer
		Provide adequate protection for Rural Fire Officers of South Canterbury Rural Fire District by way of insurance	Have insurance cover that includes public liability, professional indemnity, death and disability, personal effects and private vehicles for members of the Voluntary Rural Fire Federations within South Canterbury Rural Fire District	Budgets to meet the need of insurance cover		Principal Rural Fire Officer
		Have agreement in place with the New Zealand Fire Service, the Canterbury Regional Coordinating Committee, Contractors	Review the Canterbury Regional Coordinating Committee Memorandum of Understanding annually.	Meetings with Canterbury Regional Coordinating Committee	October 2011	Principal Rural Fire Officer

Objective	Fire plan Reference	Performance Target [Outcome]	Intended Action [Output]	Resources Required [Input]	Target Date By	Lead Officer
			Develop an agreement with the New Zealand Fire Service that meets the needs of both the New Zealand Fire Service brigades and the Fire Authority	Principal Rural Fire Officer to work with New Zealand Fire Service regional staff to finalise the contents of the agreement	October 2011	Principal Rural Fire Officer
		Review Volunteer Rural Fire Force constitutions	Review Constitutions at Fire Team Annual General Meetings	Meeting with the four Fire Teams and Principal Rural Fire Officer	October 2011	Principal Rural Fire Officer and Chairman of each Fire Force

MACKENZIE DISTRICT COUNCIL

REPORT TO: PLANNING COMMITTEE

SUBJECT: DOG CONTROL FEES AND LEVEL OF SERVICE

MEETING DATE: 12 APRIL 2011

REF: REG 5/1

FROM: MANAGER – PLANNING AND REGULATIONS

ENDORSED BY: CHIEF EXECUTIVE OFFICER

PURPOSE OF REPORT:

To set the dog fees for 2011/12 and to discuss undertaking some property visits using existing staff.

STAFF RECOMMENDATIONS:

1. That the report be received.
2. That the Committee adopts the proposed dog fees for 2011/12.
3. That the Committee accepts the increased level of service of undertaking some property visits using existing staff capacity.

NATHAN HOLE
MANAGER – PLANNING & REGULATIONS

GLEN INNES
CHIEF EXECUTIVE
OFFICER

ATTACHMENTS:

No attachments

BACKGROUND:

At the 1 March Planning Committee meeting I was asked to investigate whether or not additional dog control work could be undertaken by existing staff, and also to consider revised dog fees in light of the Council's 90/10 funding policy and the level of service the Council chooses to provide.

POLICY STATUS:

The Council has a dog control policy.

SIGNIFICANCE OF DECISION REQUESTED:

This is a routine decision.

CONSIDERATIONS

I had discussed undertaking property visits, both urban and rural, in accordance with the dog control policy. I have since concluded that for this financial year the Council might be better placed to undertake a series of urban and rural visits, see what eventuates from those and either continue or discontinue the process for the year, or recommence later in the year.

I propose that this work is undertaken by Keri-Ann Little, an existing staff member within the capacity of her current job. This will avoid the need to use contractors and fund this additional work.

Dog Fees – I am proposing the current fee structure remains, raising the fees slightly to achieve the Council's funding policy. This would take the working dog fee from \$12.30 to \$13.50. Domestic dog fees would change from \$61.30 to \$61.50, bearing in mind that there is a \$25 reduction for neutered dogs and selected owners (responsible owner reduction). These fees will change from \$35.80 to \$36.50.

CONCLUSION:

A slight increase in dog fees will achieve the 90/10 funding policy. In addition, some property visits will occur, achieving more of the targets in our dog control policy than we have in the past. While there is still an indirect cost in undertaking this work, this will avoid the need to use external contractors.

MACKENZIE DISTRICT COUNCIL

REPORT TO: PLANNING COMMITTEE

SUBJECT: ENVIRONMENT COURT APPEAL - ALLAN TIBBY
SUBDIVISION CONSENT, PUKAKI DOWNS

MEETING DATE: 12 APRIL 2011

REF: RM060010

FROM: MANAGER – PLANNING AND REGULATIONS

ENDORSED BY: CHIEF EXECUTIVE OFFICER

PURPOSE OF REPORT:

To provide the Committee with a copy of the appeal and to request approval to mediate the appeal on behalf of the Council.

STAFF RECOMMENDATIONS:

1. That the report be received.
2. That the Committee delegates the Manager – Planning and Regulations to mediate the appeal on behalf of the Council.

NATHAN HOLE
MANAGER – PLANNING & REGULATIONS



GLEN INNES
CHIEF EXECUTIVE
OFFICER

ATTACHMENTS:

The notice of appeal.

BACKGROUND:

This appeal relates to a proposed 49 lot subdivision on Pukaki Downs Station that was granted in November 2010. While consent was granted, Allan Tibby (the consent holder) has appealed various aspects of the decision.

There is only one point of the appeal that is in contention. That is, the request for building platforms. All other matters raised in the appeal can be resolved as I agree with the points raised. This would be achieved by preparing a memorandum which would be lodged with the Court, leaving the only outstanding matter being building platforms.

The next step is that the Court will set the case down for Court assisted mediation, whereby the Court appoints a commissioner to facilitate the mediation.

POLICY STATUS:

N/A

SIGNIFICANCE OF DECISION REQUESTED:

This is a routine decision.

CONSIDERATIONS

All mediation/negotiation is undertaken with the support of legal advice. In this case it is David Caldwell from Lane Neave.

I have not discussed the technical aspects of this appeal in this report as to whether or not there should be building platforms identified as part of this subdivision consent. This is because this is complex due to the history of the application and it is difficult to explain it briefly and clearly. However, I am happy to explain further if requested, or can provide another report separately at a later date.

CONCLUSION:

The purpose of this report is just to advise the council of this appeal, and also to seek authority to mediate the points of appeal on behalf of the Council. As stated above there is only one issue in contention, being building platforms. All other matters can be resolved with relative ease.

cavell
leitch
law

Cavell Leitch Pringle and Boyle
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78 Worcester Street
PO Box 799 Christchurch 8140
Telephone (03) 379 9940
Fax (03) 379 2408
www.cavell.co.nz



17 December 2010

Mackenzie District Council
PO Box 52
FAIRLIE 7949

Attention: Nathan Hole

Dear Mr Hole

**ENVIRONMENT COURT APPEAL
ALLAN TIBBY v MACKENZIE DISTRICT COUNCIL**

Please find **enclosed** by way of service the Notice of Appeal which has been filed in the Environment Court, in respect of this matter.

Yours faithfully
CAVELL LEITCH PRINGLE & BOYLE

Per: 
AIDAN PREBBLE

Partner

Email: aidan.prebble@cavell.co.nz

Direct Dial: (03) 364 6336

Encl

**IN THE ENVIRONMENT COURT
CHRISTCHURCH REGISTRY**

ENV-2010-CHC-

UNDER the Resource Management Act 1991

IN THE MATTER OF an appeal under section 120 of the Act

BETWEEN **ALLAN TIBBY**
Appellant

AND **MACKENZIE DISTRICT COUNCIL**
Respondent

NOTICE OF APPEAL

DATED 17 December 2010

**AIDAN PREBBLE
CAVELL LEITCH PRINGLE & BOYLE
SOLICITORS
LEVEL 15 CLARENDON TOWER
PO BOX 799
CHRISTCHURCH**

**TELEPHONE: (03) 379 9940
FACSIMILE: (03) 379 2408**

To: The Registrar
Environment Court
Christchurch

1. Allan Tibby appeals the decision on resource consent application RM060010 to subdivide land at Pukaki Downs Station in the Mackenzie Basin for rural residential purposes.
2. The parcel of land is legally described as Section 6 SO 19913 (CT 46C/222) and is located adjacent to the confluence of the Gladstone Stream and Twizel River, west of State Highway 80/Mount Cook Road ("the site").
3. The decision was received by post on 30 November 2010.
4. Mr Tibby is the applicant for resource consent.
5. The decision was made by an Officer (or Officers) of Mackenzie District Council ("MDC") under delegated authority. The subdivision consent was granted subject to conditions.
6. Mr Tibby does not appeal the decision granting consent. Mr Tibby's concerns are with the conditions attached to the consent. It is also noted that a further land-use consent (RM060037) for the construction of an access bridge was also granted but is not subject to appeal.
7. The reasons for Mr Tibby's appeal are:

Identification of the location of building platforms

- 7.1. MDC's decision, while referring in Condition 1 to the development being undertaken "in accordance with... the application and further information as submitted" [emphasis added] contains a statement that excludes information submitted in respect of the identification of building platforms;
- 7.2. Contrary to the 3rd reason attached to the conditions of consent, the applicant did not initially request the identification of building platforms. The information on the

location of building platforms was specifically requested by MDC in a section 92 request dated 28 May 2007 (copy attached), amongst a number of other requests in that letter. This request was one of a series of requests for further information under section 92;

- 7.3. The information sought was a revised subdivision design that:

"2. Defined areas on each allotment where buildings will be located – these locations need to take account of the location, method and adequacy of servicing on each lot;"

And also included:

"3. Any Regional Council consents required in relation to servicing the proposed activity."

- 7.4. The information on the location of building platforms was provided to MDC, along with all the other information sought (in one 'batch', as requested), on 20 July 2010;

- 7.5. The positions of the building platforms were refined in the course of obtaining discharge consents for stormwater and sewage from Canterbury Regional Council (as required by MDC). Those consents were granted on the basis of those building platform locations;

- 7.6. The failure to identify the building platforms as part the subdivision consent could jeopardise those discharge consents if, for whatever reason, the building platforms are not re-approved in the identical locations. It is for this reason that it is normal practice for Regional consents to be sought following the granting of District Council (land use) consents;

- 7.7. Following the provision of the information, for no reason that has been satisfactorily explained to Mr Tibby, MDC stated that the further plans locating the building platforms would not be included in the subdivision consent. It

remains unclear why, having requested the information, the Council has now chosen to ignore it;

- 7.8. There is no regulatory impediment to including such plans as a condition of the subdivision consent:

7.8.1. Section 220(1)(c) of the Act allows a condition to be imposed on a subdivision consent in relation to the location of buildings on allotments created; and

7.8.2. Operative Rule 3: Controlled Activities – Subdivision, of the Mackenzie District Plan, lists “the location of buildings” as a matter over which the Council retained control.

- 7.9. Having required the applicant to incur the costs of providing a significant amount of information in relation to identified building locations, MDC should include those building platforms in the subdivision consent in order to inform and rationalise any future land-use applications.

Water supply

- 7.10. Condition 3(a) requires:

A water supply shall be provided to the boundary of Lots 1 – 49 of 2,500 litres of water/day/lot to the satisfaction of the Council's Asset Manager and in terms of the Council's standards. The water shall comply with the requirements of the Drinking Water Standard for New Zealand 2005 or its successors. Restrictor valves shall be installed to ensure that each lot receives the required allocation.

[emphasis added]

The aspect of the condition that causes concern is the underlined reference to the compliance with the drinking water standard.

- 7.11. Condition 3 relates to the detailed design plans for engineering works related to the subdivision. Therefore, condition 3(a) is concerned with providing the water to each allotment. The reference to the drinking water standard (i.e. the treatment of the water) is not appropriate in this context;
- 7.12. The treatment of the water to drinking water standard is already required under condition 5(g). That condition requires the registration of a consent notice to ensure the continuing performance of the condition, which governs the ownership, maintenance and monitoring of the water supply to the subdivision;

Other consent notice issues

- 7.13. Condition 5 generally refers to consent notices on "the pertinent certificate of titles [sic]". Condition 5(d) requires a consent notice that "all wilding trees shall be removed". If the balance lot is included in the definition of "pertinent...titles" then the entire forest located on the balance lot would have to be removed. While progressive removal of wildings is a policy on Pukaki Downs, such a requirement as part of a consent notice would be unduly onerous;
- 7.14. Condition 5(c) requires consent notices specifying "No exotic plant species shall be planted". A landscape plan was requested by MDC as part of the application and that plan (Morgan and Pollard plan 12967/01/B) specifies precisely which plant species are to be used throughout the subdivision. That plan should form the basis of any planting requirement;

Other matters

- 7.15. Condition 2 refers to "approvals". It is assumed that this refers to section 224(c) approvals. If so, that should be specified to avoid any doubt; and

- 7.16. Condition 7 refers to "no fence" being erected "in such a way as to impede movement along of [sic] the right of way". It is unclear whether this excludes the use of stiles or gates in a fence. It should also be amended to avoid any doubt.

8. Mr Tibby seeks the following relief:

Building platforms

- 8.1. That Condition 1 include a reference to subdivision plan contained in the Morgan and Pollard document entitled ***Pukaki Downs, Residential Platforms and Accessways (12967/01/B)***, dated 5 October 2007 (Revised 31 March 2008), which includes the identified building platforms;

- 8.2. That Condition 5 be amended to include a new consent notice requirement that:

"All buildings shall be located within the building platforms identified on the Morgan and Pollard plan 12967/01/B."

Water supply

- 8.3. That the second sentence of Condition 3(a) (underlined above) be deleted;

Other consent notices

- 8.4. That Condition 5(c) be amended to read:

"Only the plant species specified in the Morgan and Pollard landscape plan 12967/01/B shall be planted".


- 8.5. That Condition 5(d) be amended to read:

"All wilding trees shall be removed (excluding those situated within the balance lot)".

Other matters

- 8.6. That all references to "approvals" in Condition 2 be amended to: "approvals under section 224."
- 8.7. That Condition 7 be modified by adding the words: "Note: The use of gates or stiles that do not restrict passage within the right of way is permitted."
- 8.8. Any other or further relief that the Court considers reasonable or necessary to address the concerns raised in this appeal; and
- 8.9. The costs of and associated with this appeal.
- 9. The following documents are attached to this notice:
 - 9.1. Attachment A: copy of the Council's decision;
 - 9.2. Attachment B: copy of the Council section 92 request dated 28 May 2007;
 - 9.3. Attachment C: copy of Plan 12967/01/B and the accompanying landscape recommendations;
 - 9.4. Attachment D: copy of the original application for subdivision; and
 - 9.5. Attachment E: list of names and addresses of persons to be served with a copy of this notice

DATED this 17th day of December 2010


Aidan Prebble
Counsel for Allan Tibby

Address for service of Appellant:

Cavell Leitch Pringle & Boyle
Level 15, Clarendon Tower
Cnr Worcester Street & Oxford Terrace
PO Box 799
CHRISTCHURCH 8140

Attention: Aidan Prebble

Telephone: (03) 379 9940
Facsimile: (03) 379 2408
Email: aidan.prebble@cavell.co.nz

Note to appellant or person seeking appeal or inquiry

You may use this form to lodge an appeal and to request an inquiry.

You must lodge the original and 1 copy of this notice with the Environment Court within 15 working days of receiving notice of the decision. The notice must be signed by you or on your behalf. You must pay the filing fee required by regulation 35 of the Resource Management (Forms, Fees, and Procedure) Regulations 2003.

You must serve a copy of this notice on the consent authority within 15 working days of receiving notice of the decision.

If the notice relates to a recommendation of a hearing committee on a restricted coastal activity, you must also serve a copy of this notice on the Minister of Conservation on the same day as the notice is lodged with the Environment Court.

You must also serve a copy of this notice on the applicant or consent holder and on every person who made a submission on the application or review of consent conditions within 5 working days of lodging it with the Environment Court.

Within 10 working days after lodging this notice, you must give written notice to the Registrar of the Environment Court of the name, address, and date of service for each person served with this notice.

However, you may apply to the Environment Court under section 281 of the Resource Management Act 1991 for a waiver of the above timing or service requirements (see form 38).

Advice to recipients of copy of notice

How to become party to proceedings

You may be a party to the appeal if you lodge a notice of your wish to be a party to the proceedings (in form 33) with the Environment Court within 30 working days after this notice was lodged with the Environment Court.

You may apply to the Environment Court under section 281 of the Resource Management Act 1991 for a waiver of the above timing

requirements (see form 38).

How to obtain copies of documents relating to appeal or inquiry

The copy of this notice served on you does not attach a copy of the relevant application (or submission) and (or or) the relevant decision (or recommendation or part of the decision or recommendation). These documents may be obtained, on request, from the appellant.

Advice

If you have any questions about this notice, contact the Environment Court Unit of the Department for Courts in Auckland, Wellington or Christchurch.

Contact details of Environment Court for lodging documents:

Documents may be lodged with the Environment Court by lodging them with the Registrar.

The Christchurch address of the Environment Court is:

83 Armagh Street (Cnr Durham Street)
CHRISTCHURCH

Postal address is:

PO Box 2069
CHRISTCHURCH

Telephone and fax numbers are:

Telephone: (03) 962 4170
Facsimile: (03) 962 4171

MACKENZIE DISTRICT COUNCIL

REPORT TO: PLANNING COMMITTEE
SUBJECT: MACKENZIE PROPERTIES RIGHT-OF-WAY LEASE
MEETING DATE: 12 APRIL 2011
REF: RM100044
FROM: MANAGER – PLANNING AND REGULATIONS
ENDORSED BY: CHIEF EXECUTIVE OFFICER


PURPOSE OF REPORT:

For the Committee to review a “license to use land” for Mackenzie Properties to lease REC-P land adjoining Ostler Road for road access into Mackenzie Properties’ commercial development, and to discuss the nature of the access. Single lane entry only verses two lane entry and exit.

STAFF RECOMMENDATIONS:

1. That the report be received.
2. That the Committee agrees to the use of the land for a two-way access rather than single lane entry only as previously resolved on 14 December 2010.
3. That the lease be forwarded to Mackenzie Properties for signing.

NATHAN HOLE
MANAGER – PLANNING & REGULATIONS



GLEN INNES
CHIEF EXECUTIVE
OFFICER

ATTACHMENTS:

The lease document

BACKGROUND:

At the Council meeting on 14 December 2010 the Council resolved to grant Mackenzie Properties Ltd (MPL) a limited term lease for access across Council owned REC-P land, and also resolved that the access be single lane entry only.

The Council had asked to view the lease document prior to it being sent to MPL for signing. The lease has now been drafted and is put before the Council as a final document.

POLICY STATUS:

N/A

SIGNIFICANCE OF DECISION REQUESTED:

This is a routine decision.

CONSIDERATIONS

There is one key element of the Council's 14 December resolution that needs to be discussed. That is the requirement for the access to be single lane entry only. This is contrary to the resource consent decision by Commissioner O'Neill that specifically requires the access to be two lane being both entry and exit.

What you have is a stalemate where MPL will not be able to physically construct their access as Council as a land owner has required the access to be constructed and used in a manner that is contrary to that specified by Council as a consent authority.

I have suggested that Council reconsider its earlier decision for access to be single lane entry only. The other option is for MPL to apply to the Council to vary the conditions of its resource consent but there are two problems with this. The first is that MPL do not want a single lane access. The second being that there was no evidence available to the commissioner at the time the resource consent was decided to support a single lane access. This situation will not change should a variation be applied for, therefore it is unlikely that a variation would be able to be granted.

CONCLUSION:

The lease document is consistent with the conditions of the resource consent. However, the single lane entry only access resolution by Council on 14 December is inconsistent and should be reconsidered to enable MPL to legally construct and use the proposed access.

LICENCE TO USE LAND

THE MACKENZIE DISTRICT COUNCIL
AND
MACKENZIE PROPERTIES LIMITED

AnthonyHarper | Lawyers

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www.anthonharper.co.nz

THIS DEED is made the day of 2011

PARTIES

- 1 **THE MACKENZIE DISTRICT COUNCIL**, a local authority in terms of the Local Government Act 2002 ("the Licensor")
- 2 **MACKENZIE PROPERTIES LIMITED** at Twizel ("the Licensee")

INTRODUCTION

- A The land comprising Lot 4 DP 307128, situated in Twizel is vested in the Licensor pursuant to the Reserves Act 1977.
- B Pursuant to section 61(1) of the Reserves Act 1977, the Licensor wishes to grant and the Licensee wishes to take a licence over part of Lot 4 DP 307128 for the purposes of an accessway as set out in this Licence.
- C This Licence records the terms and conditions on which the licence over this land is granted.

1 DEFINITIONS

Annual Licence Fee: \$750 plus GST per annum for the first 3 years, thereafter reviewable every 3 years;

Commencement Date:

Default Interest Rate: 15% per annum;

Final Expiry Date:

Goods and Services Tax: means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

Land: means the area comprising approximately 338m sq being part of Lot 4 DP 307128 (as shown on Appendix A) situated off Ostler Road Twizel;

Licence: means this Licence to Occupy Land;

Licence Fee Payment Dates: means the Commencement Date and each anniversary of the Commencement Date during the Term;

Permitted Use: Accessway for passing and re-passing of vehicles but not for stopping or parking such accessway to be subject to the Licensee not interfering with or affecting the rights held by any grantee of an easement registered over the Lot 4 DP 307128;

Term: Twenty five years from and including the Commencement Date.

2 INTERPRETATION

- 2.1 "Assign" includes sell, assign, transfer, alienate or otherwise dispose of.
- 2.2 Clauses and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Licence to Occupy Land.
- 2.3 Words importing the singular number shall include the plural and vice versa.
- 2.4 References to persons or parties shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities; in each case whether or not having separate legal personality.
- 2.5 The rights and obligations of a party shall (as the case may be) be binding on the liquidator, receiver, statutory manager or other person having the control or management of that party.

3 GRANT OF LICENCE

- 3.1 In consideration of payment of the Annual Licence Fee payable to the Licensor by the Licensee, the Licensor grants to the Licensee a licence for the Licensee and all other persons authorised or invited by the Licensee to use the Land for the Permitted Use in the manner and upon the terms of this Licence.

4 NO INTEREST IN LAND

- 4.1 The parties acknowledge and agree that the rights hereby conferred shall rest in contract only and shall not create in or confer upon the Licensee any tenancy or any estate or interest whatsoever in or over the Land and that the rights of the Licensee shall be those of a licensee only and do not comprise or include any further or other rights.

5 TERM

- 5.1 The term of the Licence shall be for the Term from the Commencement Date as set out in clause 1.
- 5.2 Upon termination of the Licence neither party shall have any right or claim against the other except in respect of any prior breach of the terms of this Licence.

6 PAYMENT OF LICENCE FEE AND GST

- 6.1 The Licensee shall pay the Annual Licence Fee to the Licensor on the Licence Fee Payment Dates. The Annual Licence Fee shall be paid without deduction or set off by direct payment to the Licensor or as the Licensor may otherwise direct.
- 6.2 The Licensee shall, at the time any payment falls due, pay to the Licensor or as the Licensor shall direct, all Goods and Services Tax payable on the Annual Licence Fee.

7 INTEREST FOR LATE PAYMENT

- 7.1 Where any payment of the Annual Licence Fee is more than seven days late, the amount overdue shall incur interest at the Default Interest Rate from the date it fell due for payment until the date the amount overdue plus all interest accrued under this clause has been paid.

8 NO PERMANENT STRUCTURES OR SIGNS

- 8.1 The Licensee will not at any time erect any permanent structures (apart from forming an accessway (as shown on Appendix A)) nor affix any signs on the Land without the prior written consent of the Licensor. The Licensor may in its absolute discretion determine whether to consent to any request made pursuant to the provisions of this clause.

9 NO ASSIGNMENT

- 9.1 Subject to clause 2.1(d), the rights conferred by this Licence on the Licensee are personal to the Licensee and the Licensor. The Licensee shall not assign or sublet or otherwise part with the right to use the Land to any other party without first obtaining the written consent of the Licensor which the Licensor may give or withhold in its absolute discretion.

10 OBLIGATIONS OF LICENSEE

- 10.1 The Licensee shall have the right to construct an accessway on the Land for the purpose of providing access to the Licensee's adjoining business for its customers. In exercising its rights under the terms of this Licence, the Licensee shall ensure that it adheres to the following terms and conditions at the relevant times:
- (a) That the design and layout of the accessway and any alteration required to the footpath on Ostler Road, Twizel shall be formed as per the Schedule of Conditions clauses of Resource Consent No RM100044 as granted by the Mackenzie District Council for its construction.
 - (b) That tree removal and specimen tree planting shall be carried out in accordance with the Schedule and Conditions clauses of Resource Consent No RM100044 as granted by the Mackenzie District Council.
 - (c) That the Licensee shall be responsible for all issues arising under the Health and Safety in Employment legislation.
 - (d) That the Land and the surrounding area shall be kept clean and tidy from all rubbish and any other litter arising from the use of the Land by the Licensee at all times.
- 10.2 The Licensee will not do or allow or permit to be done on the Land anything which in the opinion of the Licensor may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of neighbouring occupiers or persons using the balance of Lot 4 DP 307128 (including the general public) and in particular the Licensee will not at any time:
- (a) do or allow or permit to be done any offensive, noxious, noisy, illegal or dangerous act or occupation on the Land;
 - (b) do or omit to do or allow to be done any act which may cause damage to or become an annoyance, nuisance or disturbance to the Licensor or the occupiers or invitees of adjoining premises or other persons using the balance of Lot 4 DP 307128 (including the general public).
- 10.3 The Licensee will at all times throughout the Term comply in all respects with all acts, by-laws and regulations for the time being in force insofar as they relate to the use of the Land by the Licensee or any invitees or occupiers of the Land.
- 10.4 The Licensee shall remedy any breach of this Licence, effect any repairs or remedy any damage to the Land or the surrounding land where such damage results from the use of the Land by the Licensee or any person authorised or invited to use the Land and shall remove any rubbish or other items from the Land immediately upon receipt of notice from the Licensor or its agents requiring the Licensee to do so.

11 LICENSOR MAY REPAIR

- 11.1 If default shall be made by the Licensee in the due and punctual compliance with the previous clause then without prejudice to the Licensor's other rights and remedies the Licensor may carry out any such works as may be required. Any money expended by the Licensor in carrying out such works shall be payable by the Licensee to the Licensor upon demand together with interest thereon at the Default Interest Rate from the date of expenditure down to the date of payment.

12 LICENSEE TO INDEMNIFY LICENSOR

- 12.1 The Licensee shall indemnify and keep indemnified the Licensor from and against:
- (a) all loss, damage or injury to any property of the Licensor situated on Lot 4 DP 307128 (including the Land) where such loss, damage or injury results from the use of the Land by the Licensee or any person authorised or invited by the Licensee to use the Land; and
 - (b) all loss, damage or injury to any person arising from or related to any activity occurring on the Land where such loss, damage or injury results from the use of the Land by the Licensee or any person authorised or invited by the Licensee to use the Land; and
 - (c) any claims proceedings or actions whatsoever made or brought against the Licensor in respect of the Land where these result from any neglect act or omission of the Licensee or any person authorised or invited by the Licensee to use the Land.

13 NO LIABILITY FOR LICENSOR

- 13.1 The Licensor shall have no obligation or liability for any loss of or damage to any property of the Licensee nor shall the Licensor be under any obligation or liability to the Licensee in respect of any loss, damages, costs or expenses incurred by the Licensee arising out of its occupancy of the Land except where any such loss of or damage to property or any such loss, damages, costs and expenses incurred by the Licensee shall have been occasioned by or shall result from the Licensor's neglect or failure to observe the terms and conditions of this Licence and the Licensor is not discharged from liability pursuant to any other provision of this Licence.

14 NOTICES

- 14.1 All notices and other communications required or permitted under this Licence shall be in writing and given by one party to the other as follows:
- To the Licensor:
- (a) by delivering the same personally to the Licensor at its offices at Main Street, Fairlie marked to the attention of the Chief Executive Officer; or
 - (b) by posting the same by prepaid registered post to the Licensor at the address indicated in 14.1(a); or
 - (c) by delivering or posting the notice by prepaid registered post addressed to the Licensor at the office of the Licensor's solicitors, where the Licensor has previously given the Licensee details of its solicitors.

To the Licensee:

- (a) by delivering the same personally to the Licensee at its registered office; or
- (b) by posting the same by prepaid registered post to the Licensee at the Licensee's place of business adjoining the Land; or
- (c) by delivering or posting the notice by prepaid registered post addressed to the Licensee's solicitors, where the Licensee has previously given the Licensor details of its solicitors.
- (d) A notice shall be deemed to have been given when so delivered personally or, if sent by registered post within New Zealand, shall be deemed to have been given on the day after it was sent.

15 COSTS

- 15.1 In the event of the Licensor taking any steps to enforce its rights under this Licence by reason of the default of the Licensee, then the costs and disbursements incurred or sustained by the Licensor by reason of such default shall be paid by the Licensee and the Licensee shall indemnify the Licensor in respect of such default.

16 TERMINATION

- 16.1 If at any time any of the following shall occur:

- (a) the Annual Licence Fee is in arrears for more than one month;
- (b) the Licensee is in breach or default of any provision of this Licence and such breach or default is either incapable of being remedied or, if capable of being remedied, continues unremedied for seven days after written notice of such breach has been given by the Licensor to the Licensee;
- (c) the Licensee has a Receiver appointed or goes into liquidation; or
- (d) the Licensee purports to assign this Licence without first obtaining the prior written consent of the Licensor;

the Licensor may immediately terminate this Licence and remove the formed accessway situated on the Land. At the same time, all rights and interests of the Licensee under this Licence shall terminate, but without releasing the Licensee from any liability arising from any prior breach of this Licence or unpaid amounts due under this Licence.

17 CPI INCREASE OF ANNUAL LICENCE FEE

- 17.1 The Annual Licence Fee shall increase on every third anniversary of the Commencement Date in accordance with the CPI figure ("CPI Licence Fee"). The new Annual Licence Fee shall be calculated as follows:

$$\text{CPIL} = L \times B/A$$

Where:

CPIL means the CPI Licence Fee

L means the Annual Licence Fee for each of the previous three years

B means the most recently published quarterly CPI figure preceding the

relevant Licence Fee Payment Date

A means the CPI figure for the equivalent quarter date three years earlier

CPI means the consumer price (all groups) index

- 17.2 The new Annual Licence Fee calculated in accordance with clauses 17.1 shall be payable as from the relevant Licence Fee Payment Date notwithstanding any delay in calculating the new Annual Licence Fee or any delay in the Licensee receiving notice of the new Annual Licence Fee.
- 17.3 Notwithstanding any other provision of this deed of licence, the Annual Licence Fee payable as from the relevant Licence Fee Payment Date shall not be less than the Annual Licence Fee payable as at the date immediately preceding the relevant Licence Fee Payment Date.
- 17.4 Upon receipt by the Licensee of notice of the new Annual Licence Fee any shortfall in payment shall immediately be payable by the Licensee.
- 17.5 In the event that the CPI shall cease to be published or is not published for the relevant period, the Annual Licence Fee for that forthcoming year shall increase by the amount of 5% above the amount of the Annual Licence Fee. On the following Licence Fee Payment Date, clauses 17.1 to 17.4 shall apply.

18 ARBITRATION

- 18.1 Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 18.2 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of either party, by the President or Vice-President for the time being of the New Zealand District Law Society (or any body set up in substitution for that Society). That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 18.3 The procedures prescribed in this clause shall not prevent the Licensor from taking proceedings for the recovery of the Annual Licence Fee or other money payable hereunder which remain unpaid or from exercising the rights prescribed in clause 16 above.

Signed as a deed

The Common Seal of)
MACKENZIE DISTRICT COUNCIL)
 was hereto affixed in the presence of:)

 Mayor/ Councillor/
 Authorised Signatory

 Chief Executive
 Officer/ Councillor

SIGNED on behalf of)
MACKENZIE PROPERTIES LIMITED)
 by its directors in the presence of:)

 Director

 Director

Appendix A: site plan

note: plan not to stated scale

Site Plan



MACKENZIE DISTRICT COUNCIL

REPORT TO: PLANNING COMMITTEE

SUBJECT: PLANNING AND REGULATORY 2011/12 FEES AND CHARGES

MEETING DATE: 12 APRIL 2011

REF: FIN 4/11

FROM: MANAGER – PLANNING AND REGULATIONS

ENDORSED BY: CHIEF EXECUTIVE OFFICER

PURPOSE OF REPORT:

To set amendments to the planning and regulatory fees and charges for 2011/12.

STAFF RECOMMENDATIONS:

1. That the report be received.
2. That the Committee adopts the proposed changes to the planning and regulatory fees for 2011/12.

NATHAN HOLE
MANAGER – PLANNING & REGULATIONS

GLEN INNES
CHIEF EXECUTIVE
OFFICER

ATTACHMENTS:

No attachments

BACKGROUND:

Prior to each financial year commencing the Council sets its fees and charges for each activity.

For 2011/12 very few changes are proposed. I only propose to introduce two charges in the planning area to address gaps in our current list of charges, and to round up current charges in all areas to the nearest \$5 to tidy up the charges that changed as a result of the increase GST in October last year.

POLICY STATUS:

The LTCCP specifies the funding policy for each activity. The charges are calculated to achieve this policy in each activity area.

SIGNIFICANCE OF DECISION REQUESTED:

This is a routine decision.

CONSIDERATIONS

The majority of all the resource management (planning) fees are deposits. The Council can only charge what it actually costs to process a resource consent application, therefore either additional amounts are charged or a refund is given. The deposits help manage bad debtors and are set at an average cost of the particular application.

The changes proposed are to make the certificate of compliance fee a deposit rather than a fixed charge, bring it in line with the other charges.

I would like to add a \$250.00 deposit fee for surrendering a resource consent. Currently we do not specify a fee for this work. However, there are assessments that are required to be made under the RMA before a resource consent can be surrendered. This work should be on-charged rather than be absorbed by the general rate.

CONCLUSION:

No major changes are proposed other than tidying up the fee amounts following the October GST increase and adding two additional charges (that are deposits) in the resource management activity.