

**KAIKOURA DISTRICT COUNCIL MEETING HELD AT 9.00AM ON  
WEDNESDAY 16 FEBRUARY 2011, IN MEMORIAL HALL  
SUPPER ROOM, ESPLANADE, KAIKOURA.**

**AGENDA**

1. *Apologies*
2. *Matters of Importance to be raised as Urgent Business*
3. *Open Forum – Session for members of the public wishing to comment on items included in this agenda.*

*The Council meeting will adjourn following this item and will resume following the Finance and Policy Committee meeting.*

**4. Minutes to be Confirmed:**

- *Council 15/12/2010* *page 79*

**Reports to be Adopted:**

- *Works & Services Committee 15/12/2010* *page 84*
- *Environmental Services Committee 15/12/2010* *page 86*
- *Finance and Policy Committee 15/12/2010* *page 91*
- *Social Services Committee 2/02/2011* *page 93*
- *Tourism & Development Committee 8/12/2010* *page 99*

**Minutes to be Received**

- *Hearings and Applications Committee 16/11/2010* *page 105*
- *Hearings and Applications Committee 28/09/2010* *page 108*

5. *Matters arising from Confirmed minutes*

6. *Minutes Action List Update*

MEETING	ACTION REQUIRED	BY	DATE ACTIONED
	<b>21 JULY 2010</b>		
Council	Provide a map of paper roads within the District to the new committee.	District Planner / Asset Manager	A report will be provided next month.

7. *11.30am NZ Police Update*

- **An update from Kaikoura Police will be provided in Public Excluded**

8. *Public Forum*

TIME	NAME	SUBJECT
-	-	-

9. *Youth Council*

- **A representative of the Youth Council will be in attendance at 1.00pm to present this item.**

10. *Environment Canterbury Update*
- K Heays from Environment Canterbury will be in attendance at 1.15pm to present this item.
11. *Policy on Stock Crossings, Races on Road Reserve, and Stock Underpasses* *page 112*
12. *Canterbury Triennial Agreement* *page 137*
- For adoption
13. *Proposed Aquatic Facilities* *page 145*
14. *Mountain Bike Jump Park* *page 146*
15. *Canterbury Water Management Strategy – Formation of the Kaikoura Zone Committee* *page 149*
16. *Proposed Enlarged Rural Fire District*
- Discussions regarding an enlarged rural fire District have been ongoing for some eighteen months. The Chief Executive Officer will provide an update.
17. *Canterbury Regional Land Transport Strategy 2011-41 – Emerging Preferred Strategic Option.*
- Commissioner R Williams and other representatives from Environment Canterbury will be in attendance at 2.30pm to present this item.
18. *Committee Updates*
19. *Mayor’s Report* *page 155*
20. *Urgent Business*
21. *Council Public Excluded Session*

*Moved, seconded that the public be excluded from the following parts of the proceedings of this meeting, namely*

- a. Confirmation of Minutes of Council Public Excluded meeting on 15/12/2010*
- b. Forestry*

*The general subject matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48(1) and 7(2)(i) of the Local Government Information and Meetings Act 1987 for the passing of this resolution are as follows:*

<b>General subject of each to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Grounds of the Act under which this resolution is made</b>
Minutes of the Council Public Excluded meeting 15/12/2010	The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the Local	<b>Section 48(1)(a) and 7(2)(c)(ii), 7(2)(a)</b>

	Authority to deliberate in private on its decision or recommendation.	
Forestry	The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the Local Authority to carry out without prejudice or disadvantage, commercial activities.	<b>Section 48(1)(a) and 7(2)(h)</b>

## **Policy on Stock Crossings, Races on Road Reserve, and Stock Underpasses**

A draft Council policy on Stock Crossings, Races and Stock underpasses on Council road reserves has been developed for Council to adopt. The draft policy follows and sets out the procedures and standards required for stock movement on and around road reserve. The procedures set out in the Policy are to be used to manage stock movement on and around road reserve within the Kaikoura District.

*It is recommended that Council formally adopts the draft Policy for consultation and that it formally consider its adoption after considering and deliberating on submissions received.*



**KAIKOURA  
DISTRICT COUNCIL**

**DRAFT  
POLICY ON STOCK UNDERPASSES,  
CROSSING AND RACES ON ROAD RESERVE  
- 2011**



**Adopted by Council –**

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## **Policy on Stock Crossings, Races on Road Reserve, and Stock Underpasses**

### **Purpose**

To set out the procedures and standards required for stock movement on and around road reserve.

To set out standards for the implementation and construction of stock crossings, races on road reserve, and stock underpasses.

### **Policy**

**The procedures set out in this Policy are to be used to manage stock movement on and around road reserve within the Kaikoura District.**

Council shall not be held responsible in any way for claims for damages, and it is a condition of issuing approvals for stock crossings, races, or underpasses on road reserve that the property owner/ lessee arranges and keeps current public liability insurance to protect his/her liability for damage to third parties.

Facilities on state highways, including siting of crossings, races, and underpasses shall be subject to scrutiny and approval by Transit New Zealand or their agents.

### **Procedures**

#### **1. Stock Crossings**

A formal application for the creation of a stock crossing on road reserve has been attached in Appendix A. This form together with plans and specifications detailing any proposal to create a stock crossing shall be submitted to the Chief Executive Officer, Kaikoura District Council, P O Box 6, Kaikoura, for approval.

#### **Road Crossing Requirements**

A direct route perpendicular to road alignment shall apply.

Gates shall be erected at race entrance on each boundary.

Entrance and race shall be constructed of hardfill material with cambered free draining profile for 15 metres from edge of road formation each side of road.

The stock crossing shall not impede roadside drainage or cause it to be diverted onto the roadway.

Obstructions impairing road user visibility of the full width of road reserve shall be avoided.

Crossings shall be sited to permit effective, safe stopping sight distance for road users relevant to the speed environment of the road (i.e. 100m for 70kph, 170m for 100kph).

#### **Unsafe Road Crossing**

Where an existing or proposed road crossing is deemed unsafe and no reasonable alternative siting is available, the option of a stock underpass shall be considered

### **Heavy Use Crossings**

Where heavy use stock crossings apply (and underpasses are not warranted), Council may require landowner to provide financial assistance to construct a durable road pavement (i.e. concrete or similar) over the extent of the crossing. This action by Council shall be limited to situations where excessive maintenance costs to sustain the pavement are incurred.

### **Stock Crossing Construction and Use Specifications**

- 1) Warning signs shall be erected in accordance with the sign requirements for permanent and temporary crossings as outlined below.
- 2) Warning signs shall be kept covered or folded down at all times when the crossing is not in use.
- 3) A gate shall be erected at the race entrance on each boundary at least two metres back from the watertable.
- 4) The entrance and race shall be constructed of hardfill material with a cambered free draining profile for 15 metres from the edge of road formation each side of road.
- 5) A direct route perpendicular to road alignment shall apply unless otherwise permitted.
- 6) A temporary electric tape can be erected across the road reserve at a maximum height of 600mm to aid in stock movement. This must be removed in between stock crossings.
- 7) The cattle shall be under the control of a drover at all times when using stock crossings.
- 8) All stock movements shall take place during the hours of daylight except in the event of an escape or emergency; or for the purpose of regular milking
- 9) The permit holder and/or property owner shall be required to keep the stock crossing clear of surface detritus.
- 10) The stock crossing is installed at Councils approval and must be removed upon request.

### **Sign Requirements for Permanent Crossings**

- The required signs are either a TW-6A (cattle) or a TW-6.1A (sheep) (as per Manual of Traffic Signs and Markings); whichever is the most appropriate for the majority of stock using the crossing.
- The sign will be a folding sign. A full-length stainless steel hinge is recommended.
- The symbol will be a black silhouette with a black border around a 750mm x 750mm diamond shaped sign (as per Manual of Traffic Signs and Markings).
- The orange background will be a minimum of High Intensity reflective material (class 1).
- Sign to be manufactured to meet the standards specified in the RSMA Standard for the Manufacture and Maintenance of Traffic Signs, Posts and Fittings.

### **Sign Installation Requirements for Permanent Crossings**

- Sign to be mounted on a 100mm x 100mm square treated wooden post. The post shall be painted white.
- The post will be located 1.0 to 2.0 metres off the outside edge of the gravel verge.
- The height from the road level to the underside of the sign shall be 1.50 metres minimum.
- As near as possible, signs should be located as per the following table:

<b>Traffic Speed</b>	<b>50 km/hr</b>	<b>70 km/hr</b>	<b>100 km/hr</b>
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Distance of sign prior to the stock crossing	60 metres	90 metres	150 metres
Approaching drivers uninterrupted viewing distance of the sign	60 metres	80 metres	120 metres

*Note: The signs must always be folded down or covered when not in use.*

### **Sign Requirements for Temporary Crossings**

- The required signs are either a TW-6A (cattle) or a TW-6.1A (sheep) (as per Manual of Traffic Signs and Markings); whichever is the most appropriate for the majority of stock using the crossing.
- The symbol will be a black silhouette with a black border around a 750mm x 750mm diamond shaped sign (as per Manual of Traffic Signs and Markings).
- The orange background will be a minimum of High Intensity reflective material (class 1).
- Sign to be manufactured to meet the standards specified in the RSMA Standard for the Manufacture and Maintenance of Traffic Signs, Posts and Fittings.

### **Sign Location/Mounting Requirements for Temporary Crossings**

- Sign to be mounted on a suitable stand and must be stable under adverse weather conditions and vehicle created draft.
- The sign and stand will be located in the gravel verge on a sealed road and up to 1.0 metres off the edge of a gravel road.
- The height from the road surface to the centre of the sign will be a minimum of 1.25 metres.
- As near as possible the signs should be located as per the following table:

<b>Traffic Speed</b>	<b>50 km/hr</b>	<b>70 km/hr</b>	<b>100 km/hr</b>
Distance of sign prior to the stock crossing	60 metres	90 metres	150 metres
Approaching drivers uninterrupted viewing distance of the sign	60 metres	80 metres	120 metres

*Note: For vehicle or bike mounted signs, a 750mm x 600mm rectangle shaped sign may be used with an appropriate attachment. All of the other sign requirements as listed above must still be met.*

## **2. RACES ON ROAD RESERVE**

Roadside fence shall comply with Council's conditions for Temporary Fence on Road Reserve.

Race pavement shall be formed with hardfill.

Siting of fence must give due regard to the requirements of all road users including pedestrians.

A road shall have a race on one side only.

Fence and edge of race shall be no closer than 1.25 metres from the edge of a road except existing watertables shall be avoided.

Construction and use of race shall not encroach into or foul watertables and drains.

The applicant and subsequent users shall be responsible for locating, avoiding, and provision for reinstatement of underground services and culvert drainage structures.

Stock shall not be left in the race during the hours of darkness.

Reflective markers or road marker posts shall be maintained at 100m intervals along the race.

Council may require the fence and race to be removed and the flank reinstated at any time, subject to not less than three months notice being given.

If stock cross the road at the entrance or exit of a roadside race then conditions for road crossings shall apply (see 1. Road Crossings).

Due consideration is to be given to the effect of race and stock movement on properties fronting road reserve.

### **3. STOCK UNDERPASSES**

#### ***Objective***

To set the procedure and construction standards required for the installation of Stock Underpasses

To enable Council to manage the future maintenance of existing and new Stock Underpasses

#### ***Policy***

***The “Policy for the Installation of Stock Underpasses” is to be used to manage the Installation and Maintenance of Stock Underpasses within the Kaikoura District.***

### **Stock Underpass Installation Policy/Guidelines**

#### **General**

These notes are for the guidance of the Applicant intending to install a stock underpass that crosses under a Council road.

In the first instance Applicants are advised to contact the Asset Manager, Kaikoura District Council, P O Box 6, Kaikoura, telephone (03) 3195026 by making an appointment to inspect the likely site, an early indication of Council's requirements would be established and this will assist in the official application for the installation of a stock underpass. A standard application form has been developed for this purpose (refer to Appendix 2).

There are no cost implications to the Applicant with regard to the initial site inspection however; applicant shall pay for any processing of the application form and approval of construction drawings.

## **GENERAL CONDITIONS**

A building consent is not normally required. Should such a consent be required, the Applicant will be informed accordingly.

A formal application on the attached form, together with plans and specifications detailing the proposal shall be submitted to the Chief Executive Officer, Kaikoura District Council, P O Box 6, Kaikoura, for approval.

A one-month approval period shall be allowed for within the Applicant's programme. The Applicant shall be responsible for making contact with **all** service authorities and obtaining location plans for water services, telephone, electricity and all other under/above ground services and overhead plant to ensure all conflicts with the work are identified.

During the course of all works within the road reserve the Applicant is responsible for all damage and all costs for any subsequent reinstatement of services.

### **General Construction Requirements**

The underpass shall be designed so that the minimum cover retained over the top of the structure below the road surface is not less than 400 mm.

The minimum length of an underpass shall be 12 metres, with at least a 3 metre clearance to be maintained between the edge of seal and the end of the underpass. The minimum length is set at 6 metres either side of the road centreline. Therefore if an underpass does not run perpendicular to the road centreline the minimum length shall be increased to gain the full 6 metre clearance. However, where the centreline of a formed road does not correspond with the centreline of the road reserve, it will be treated on its own merits and the final length of the structure shall be as approved by the Engineering and Asset Manager.

Each application will be dealt with on its own merits, with the final total length of a stock underpass being determined by the following factors:-

- Roading hierarchy
- Sealed or unsealed road
- Seal width
- In-situ soil conditions
- Construction of wingwalls
- Roadside drainage requirements
- Traffic safety / risk assessment
- Any other factors Council deems necessary for consideration in order to ensure the structural integrity of the road.

In the case of a sealed road the trafficked road shall comprise the width of the seal. Where the road is unsealed a carriageway of 6 metres shall be allowed for.

A full design specification for the underpass shall be submitted with accompanying confirmation that the design is adequate to withstand applied traffic loads and other normal applied loads. The stock underpass structure shall at minimum be capable of carrying maximum Class I traffic loadings.

Supply and installation shall be carried out as per manufacture's specifications, plans and producer statement for the structures used to form the underpass.

Tests (at the Applicant's expense) shall be carried out by a Registered Engineer on the subgrade prior to the placement of the units or pipes to ensure that the bearing capacity complies with the design requirements.

The ground water level shall be below the invert level of the structure at all times during construction.

The excavation and installation of the underpass shall be carried out by a competent Contractor familiar with Transit New Zealand specifications, safety procedures and the Health and Safety Act which shall all be adhered to.

The site shall be signed and barricaded as per the New Zealand Transport Agency Manual "Working on the Road" i.e. Road Works, Temporary 30 km/hr, Metal Surface Signs, etc, until all works on the road have been completed.

Drainage with sufficient capacity to drain the underpass shall be installed at the site. The structures installed shall take into account the likely scouring of fill batters, and shall provide protective work (e.g. wingwalls) to prevent or minimise the effects of the scouring and subsequent damage to the road.

The installation Contractor shall provide a producer statement (PS4) confirming on completion of all works that installation complies with all conditions laid down in the plan and specifications.

Council will consider temporary road closure for one day if warranted. All costs associated with temporary road closure including detour signing to Council's approval and the payment of newspaper advertising will be the Applicant's responsibility. The Contractor/Applicant shall submit a Traffic Management Plan to the Engineering and Asset Manager for approval, 5 days prior to work commencing.

The Applicant shall obtain all resource consents required for the installation of the underpass e.g. disposal of stormwater etc. at their own expense. No construction will be allowed to proceed until all such consents have been obtained.

Before any work commences within the road reserve a completed and signed Memorandum of Encumbrance (refer Appendix 1) or a letter stipulating the Applicant's commitment to complete such an Encumbrance, shall be submitted. The Encumbrance will include any further conditions that Council may wish to apply. Approval for proceeding with construction will be given in writing.

Upon satisfactory completion of construction the Applicant agrees to take over the maintenance of the structure, drainage, fencing, cleaning and maintenance of the underpass invert. The Applicant shall maintain the reinstated carriageway for a period of 12 months from the date of final reinstatement; thereafter normal carriageway maintenance will revert to Council.

### 3.1 Backfilling

Backfill shall be imported material comprising well-graded aggregate free of organic material and generally with a maximum particle size of 65 mm. In no case shall excavated material be used as backfill except with express written permission of the Engineering and Asset Manager.

Backfill shall be placed in level layers no greater than 300 mm of uncompacted thickness. Compaction shall be applied evenly to each layer before progress to the next layer. Excavation

of the road shall be wide enough to ensure compaction plant can access and compact the material surrounding the underpass satisfactorily.

Backfill shall only be placed by the Applicant to a level and compacted, 300 mm below the adjacent sealed surface. The road construction above this level shall be done by a Council Approved Contractor and shall at minimum be identical in design to the surrounding road. The proposed road design has to be submitted to the Engineer and Asset Manager for approval.

### 3.2 Road Sealing

Reinstatement of the road surfacing to a standard comparable to that of the site prior to excavation shall be done by a Council approved Contractor. All joints to be sawcut to ensure smooth transitions.

### 3.3 Roadside Barrier Rails

The Applicant shall, at the time of construction, install barrier rails sufficient to warn approaching traffic of the hazard, identify the position of the underpass and reduce the possibility of vehicles leaving the road and dropping into the openings adjacent to the road. The ends of the barriers shall also be marked with bridge end hazard markers approved by the Council.

### 3.4 Fencing, Roadside Stock Control and Barriers

*Adequate fencing and gates shall be supplied by the Applicant to control stock movements when entering and leaving the underpass and prevent the escape of stock onto the roadside. All costs associated with the maintenance of this fencing within the road reserve shall lie with the Applicant and work shall be done to ensure stock control is maintained to the satisfaction of the Council at all times. This work will also include the provision of all required sightrails and armco barriers as determined by the Engineer and Asset Manager.*

### 3.5 Clean up on Completion of Works

*The site is to be left in a clean and tidy condition after the works are completed, with all surplus spoil removed and excavated road shoulder areas regrassed. No stockpiles of material are to be left within the road reserve.*

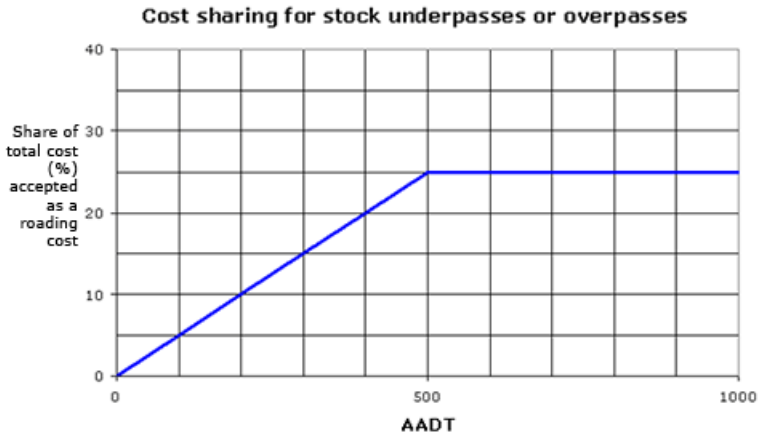
An initial contract maintenance period of 12 months is required. Prior to expiration of this period the Council will undertake a site inspection and advise any remedial works required at the Applicant's expense, before final acceptance is granted by the Council.

Once acceptance by Council is granted, the structure will be included in Council's Asset Register, but the Applicant shall still be responsible for repairs and reinstatement of structural defects detected by the Council in periodic inspections of the underpass.

## **Funding**

Financial assistance will be based on New Zealand's Transport Agency Planning, Programming & Funding Manual

**Cost sharing for stock underpasses or overpasses**



**Formula for cost sharing for stock underpasses or overpasses**

CS = 0.05 x AADT (on roads having less than 500 AADT) in percent

**Where:**

CS = 25 percent (on roads having greater than or equal to 500 AADT)

CS = RCA's contribution to the total construction cost of an access structure on an existing road (in percent)

AADR = traffic volume

Each application will be treated on its own merits and granting of such subsidies will depend on the amount of funding available within Council's current Minor Safety Works budget and may from time to time require Council approval.

## **MEMORANDUM OF ENCUMBRANCE**

It is a requirement that a Memorandum of Encumbrance (as per the attachment) be registered on the titles of the affected properties. The Memorandum of Encumbrance is to include the following information:-

- Legal description of the properties
- Type of stock underpass (pipe, precast box etc.)
- Construction material (concrete, steel etc.)
- Dimensions of structure
- Depth of cover over the structure
- Design loading data
- Location (ward, road, rapid no.)

All costs relating to the registration of the Memorandum of Encumbrance is the responsibility of the Applicant.

## **DEFINITIONS**

### **Permanent Stock Crossings**

Where there is a high frequency of stock movements (say on a regular daily basis – often perhaps several times a day).

### **Temporary Stock Crossings**

Crossings used occasionally and short length droving

### **Relevant Legislation**

Local Government Act 2002

### **Legal Compliance**

Non compliance or breaches with respect to this policy may result in recovery of costs by Council, penalties, fines or prosecutions.

<b>Related Policy and Documents</b>
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- Kaikoura District Council Roading Bylaw 2008 – Part 2 - Stock Movement
- The Kaikoura District Council Speed Limits Bylaw 2008
- Kaikoura District Council Signs Bylaw 2010
- New Zealand Transport Agency - Manual of Traffic Signs and Markings (MOTSAM)
- New Zealand Transport Agency - Code of Practice for Temporary Traffic Management (COPTTM)
- New Zealand Transport Agency *Planning , Programming & Funding Manual*, August 2008
- Kaikoura District Council (Movement of Stock) BYLAW
- Kaikoura District (TRAFFIC CONTROL) BYLAW

<b>Key Words</b>
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Stock movement, stock underpasses, stock crossings, installation of stock underpasses, construction of stock crossings, stock control, permanent stock crossing, temporary stock crossing, heavy use crossing, stock underpass specifications, road reserve, memorandum of encumbrance.

## **REFERENCES**

1.0 New Zealand Transport Agency *Planning, Programming & Funding Manual*, August 2008

2.0 Clutha District Council Policy

## **APPENDIX 1 - MEMORANDUM OF ENCUMBRANCE**

DATED

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*KAIKOURA DISTRICT COUNCIL*

Council

And

Encumbrancer

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**MEMORANDUM OF ENCUMBRANCE**

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## **FIRST SCHEDULE**

(Terms and Conditions of Encumbrance)

1. The term of the Encumbrance is 50 years commencing from the date hereof subject to earlier determination in the events provided in the *Fifth Schedule*.
2. The annual rent charge is \$250 and such further sum as may be owing by the Encumbrancer to the Council under the Covenants of this Encumbrance to be paid to the Council on the 1<sup>st</sup> day of July 20\_\_ and on the like day of July in every year thereafter.
3. The covenants of the *Fourth Schedule* shall be enforceable only against the owners and occupiers for the time being of the land and not otherwise against the Encumbrancer and his successors in title.
4. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent-chargee):
  - a) The Council shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
  - b) No covenants on the part of the Encumbrancer and his successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
5. In the event of the Encumbrancer wishing to enter into a mortgage or mortgages of the land to have priority to this Memorandum the Encumbrancer shall be entitled at his own cost in all things to a Memorandum of Priority granted by the Council in favour of any such mortgage or mortgages PROVIDED that the mortgagee thereunder consents to and acknowledges that it is bound by the covenants of this Memorandum for the purposes of Section 105 of the Land Transfer Act 1952.
6. The Encumbrancer shall further pay to the Council forthwith upon demand an amount equal to any output tax payable by the Council under the Goods and Services Tax Act 1985 or any Act in amendment or substitution therefore in respect of taxable supplies made to the Encumbrancer directly or indirectly attributable to matters referred to in, or arising from, this Memorandum of Encumbrance.
7. In this Memorandum and its Schedules:
  - a) "the Land" refers to that described in the Second Schedule and any part of it;
  - b) "the Licence" is that for a stock underpass referred to in the Third Schedule;
  - c) "Schedule" refers to the several Schedules attached to this Memorandum;
  - d) "the Works" refers to those described in the Sixth Schedule and any part of it.

Words importing the singular number of plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

**SECOND SCHEDULE**  
(the Land)

An estate in fee simple in all those parcels of land containing: .....

**THIRD SCHEDULE**  
(the Circumstances)

1. The Encumbrancer has applied to the Council for a Licence to have constructed on and under the road between the separate parcels of the Land a stock underpass.
2. That application has been approved by the Council on the condition, amongst others, that the Encumbrancer enters into this charge and the covenants of the Fourth Schedule in the Council's favour.

**FOURTH SCHEDULE**  
(the Covenants)

1. That the Encumbrancer shall duly and punctually, to the Council's reasonable satisfaction, comply with all these Covenants.
2. Nothing expressed or implied in this Encumbrance shall constitute either party as the partner, agent, employee or officer of, or as a joint venturer with, the other party, and neither party shall make any contrary representation to any other person.
3. The Encumbrancer shall have the Works carried out and completed in strict accordance with plans and specifications and any timetable or programme of performance first approved by the Council and to the reasonable satisfaction of the Council.
4. The Encumbrancer shall not do, nor permit, anything with regard to the underpass or Works which might directly or indirectly prejudice the structural integrity of the works, the Council's road or the underpass.
5. The Encumbrancer shall maintain the Works until all the Works have been completed to the reasonable satisfaction of the Council, including the provision of satisfactory as-built plans and records of such of the Works as may be required from time to time by the Council, together with Certificate of Due Performance of the Works acceptable to the Council given by adequately qualified persons as requested from time to time by the Council, including upon completion of the works.
6. The Encumbrancer permits the Council without hindrance at any time and from time to time, and without the need for notice, by its servants, agents, contractors or workmen:
  - a) To undertake the Works or any of them should the Council consider it necessary to do so on account of the Encumbrancer failing, or failing to make such progress as the Council reasonably requires as being necessary, to complete or fulfil any of the Covenants strictly in accordance with this schedule;

- b) To issue instructions to the Encumbrancer, or any servant, contractor, or workman of the Encumbrancer for any remedial works as the Council reasonable thinks necessary for the due maintenance or better performance of the Works;
  - c) As reasonably required to audit the performance of the Works by examination of all relative records of the Encumbrancer, or any servant, contractor or workman of the Encumbrancer;
  - d) To undertake any remediation of the Works as the Council reasonably thinks fit.
7. The Encumbrancer shall not take any proceedings, make any claim, join any proceedings or claim, or charge, account for, seek payment, or set-off of any kind, against the Council, whether in respect of any costs, charges or expenses incurred, or losses or damages suffered, for compensation or other relief whatsoever, directly or indirectly arising from:
- a) The exercise by the Council of any rights, remedies or powers under this Encumbrance, or as territorial local authority for the district within which the Land is situated; or
  - b) The Encumbrancer or any servant, contractor or workman of the Encumbrancer complying with orders or instructions given by, or for the Council in accordance with this Schedule.
8. Without limiting the Encumbrancer's obligations and liabilities under this Encumbrance, the Encumbrancer shall effect and maintain in respect of the Works policies of public liability, professional and contract works insurance and personal injury and loss of life insurance, or any of them, as the Council may reasonably direct, with the Council named as principal, fully insuring the Council and the Encumbrancer against all claims and liabilities whether under statute or at common law in respect of damage to or loss of any real or personal property of any description, and loss of life or personal injury, if reasonably required by the Council, arising from or caused by the execution of the Works whether by or for the Council, the Encumbrancer or others. The total amount payable under each such insurance in respect of any one claim shall be as directed by the Council.
9. In undertaking the Works the Encumbrancer shall:
- a) Comply with all relative legislation including, but not in limitation, the Health and Safety in Employment Act 1992 (the HSE Act); and
  - b) When called upon by the Council to do so, satisfy the Council as to the Encumbrancer's due performance of the obligation in the preceding paragraph; and
  - c) Indemnify the Council to the full extent permitted by the laws against liability or loss arising directly or indirectly to the Owner under or by virtue of the HSE Act as a consequence of the works or any thing undertaken by any person pursuant, or relative to this Encumbrance.
10. The Encumbrancer shall at all times indemnify the Council in respect of any loss, damage or cost (including consequential loss or damage and legal costs on a solicitor and own client basis) suffered or incurred by it as a direct or indirect result of the Council granting the Licence, or imposing conditions or requirements on the issue of the Licence.
11. The Encumbrancer authorises the Council to recover the cost of Council undertaking any Works, exercising any of the Council's powers, or satisfying any of the Covenants of the Encumbrancer under this Memorandum from the Encumbrancer as a debt owing by the



2. All equipment required for the efficient operation of the underpass including any dewatering pumps, switching systems or other plant.
3. Cleaning, maintenance, dewatering, de-sludging, repair, restoration and ultimate closure (including removal of any Works and the filling of any void and portals) of the underpass.

Together with:

- a) All necessary or desirable works associated with the works described above, including on any road (including road repairs) or property adjoining or near the Land affected by the Works;
- b) The provision to the Council as and when requested, of such reports, plans, specifications, documentation and certificates reasonably required by the Council; and
- c) The securing, maintenance and due performance of any consent, licence, right or authority which may be necessary or desirable for the performance of the Works by or for the Encumbrancer or the Council, and compliance with any conditions applying to any such consent, licence, right or authority.

And the performance of the Works shall require at all times the highest practicable standards of performance with regard to (without limitation) environmental, visual and aural impact and the safety and convenience of all persons directly affected by the Works.

## APPENDIX 2 - APPLICATION FORMS

**Application for creation of a Stock Crossing on Road Reserve**

**Kaikoura District Council**



Date:  Permit no:

Applicant's name:

Applicant's address:

**Permit Fee of \$100.00 GST inclusive attached** **YES / NO**

Stock Crossing to be located on  Road

metres from the intersection with

Road connecting my property(s), described as

and

**Signature:**  **Date:**

**Definition:** A Stock Crossing is a surface installation at a specific site approved by Council for the purpose of moving stock across a road or road reserve. It is not a Stock Underpass.

**Note:** The applicant must complete and return with the permit the attached indemnity form, a site plan showing the location of the crossing and signs with dimensions.

Conditions for cleaning of the stock crossing may be imposed upon the applicant under this permit. Council may give permission for the crossing to be constructed of concrete to allow cleaning or allow the use of a removable cover to keep the roadway clean.

*Office use only*

Application: **APPROVED / NOT APPROVED**

Date:

Signed:

*Asset Manager Rooding*

**To be charged** **YES / NO**

Copy sent to: Applicant  YES / NO

Accounts Dept  YES / NO

Filed  YES / NO



**1. Applicant (Owner)**

Name:	<input type="text"/>	Phone: (b/h)	<input type="text"/>
Address:	<input type="text"/>	Phone: (a/h)	<input type="text"/>
		Fax:	<input type="text"/>
		Mobile:	<input type="text"/>

**2. Underpass Contractor (Earthworks/Roading)**

Name:	<input type="text"/>	Phone: (b/h)	<input type="text"/>
Address:	<input type="text"/>	Phone: (a/h)	<input type="text"/>
		Fax:	<input type="text"/>
		Mobile:	<input type="text"/>

**3. Underpass Contractor (Structural)**

Name:	<input type="text"/>	Phone: (b/h)	<input type="text"/>
Address:	<input type="text"/>	Phone: (a/h)	<input type="text"/>
		Fax:	<input type="text"/>
		Mobile:	<input type="text"/>

**4. Site Location & Prelim Installation Information**

Road:	<input type="text"/>	Rapid No:	<input type="text"/>
Legal Description	Property 1: <input type="text"/>	Property 2: <input type="text"/>	<input type="text"/>
Depth below centre of carriageway (estimated to top of structure):		<input type="text"/>	m
Length of structure (estimated):		<input type="text"/>	m
Estimated start date:	<input type="text"/>	Contact Person:	<input type="text"/>
		Phone Number:	<input type="text"/>
Services contacted:	<input type="checkbox"/> Telephone	<input type="checkbox"/> Power	<input type="checkbox"/> Water
(please ✓)	<input type="checkbox"/> Sewer	<input type="checkbox"/> Stock water	<input type="checkbox"/> Irrigation
		<input type="checkbox"/> Other	<input type="text"/>
<b>Signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>



# Canterbury Triennial Agreement

Section 15 of the Local Government Act 2002 requires

(1) “Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement containing protocols for communication and co-ordination among them during the period until the next triennial general election of members.”

Attached is a copy of the draft agreement approved by the Mayoral Forum for release to Territorial Local Authorities for their consideration. The agreement meets the legislative requirement. The forum would like Councils to consider the draft and suggest any possible changes.

**Recommendation**

***It is therefore recommended that the Draft Canterbury Local Authorities Triennial Agreement be adopted by Council and that any proposed changes to the document be brought back to Council for consideration.***

# Canterbury Local Authorities Triennial Agreement

## 1. PURPOSE

All local authorities within each region must enter into a triennial agreement containing protocols for communication and co-ordination amongst them during the period until the next triennial general election of members (Section 15, Local Government Act, 2002 – the Act).

This triennial agreement will seek to ensure appropriate levels of communication and co-ordination are maintained between the local authorities of the Canterbury region.

## 2 AGREEMENT

The parties:

Ashburton District Council  
Canterbury Regional Council  
Christchurch City Council  
Hurunui District Council  
Kaikoura District Council  
Mackenzie District Council  
Selwyn District Council  
Timaru District Council  
Waimakariri District Council  
Waimate District Council  
Waitaki District Council

agree to work in good faith together for the good governance of their localities and the region.

As signatories to this agreement each local authority will ensure:

- early notification to affected local authorities party to this agreement through the distribution of draft documentation, of major policy initiatives or proposals which may have implications beyond the current geographic boundaries (or for constituent authorities) of the decision-making authority;
- opportunities for involvement by affected local authorities in the development of policies or plans that have inter-jurisdictional or cross boundary implications;
- the application of a “no surprises” policy whereby early notice will be given of potential disagreements between local authorities
- that where practicable, processes for engaging with communities and agencies in order to identify community outcomes, and prioritise these outcomes, are undertaken jointly or in a collaborative manner.

### *NEW REGIONAL COUNCIL ACTIVITIES*

Section 15 (2) of the Local Government Act requires the inclusion in this agreement, the process for consultation on proposals for new regional council activities. The process to be followed is:

- Any new significant activity, as defined in Section 16 (1) of the Act, proposed by the Canterbury Regional Council, will be advised to the appropriate meeting of the Canterbury Mayoral Forum, in addition to any Section 16 (1) requirement.

- Any new activity proposed by the Canterbury Regional Council not considered to be significant will be advised to the appropriate territorial authorities in the Canterbury Region.

### *CHIEF EXECUTIVE FORUM*

There will be a Chief Executive Forum which will develop a work programme for:

- (a) The facilitation of the implementation of the Canterbury Water Management Strategy,
- (b) Sharing of services across the Canterbury region, and
- (c) Economic development across the Canterbury region.
- (d) Other matters promoting the charter objectives.

### *LOCAL GOVERNMENT STRUCTURE*

Notwithstanding the spirit of co-operation embodied within this agreement, the local authorities, individually or collectively, reserve the right to promote, consult, and/or research change to the structure of local government within the Region.

This right is consistent with the intent of effective and efficient governance sought in the Local Government Act 2002, having particular relevance to the ideals of interest and community representation.

### *COMMUNICATION AND CO-ORDINATION*

Co-ordination and communication in relation to this agreement will be primarily through, but not limited to, the Canterbury Mayoral Forum (the Forum). The Forum will meet three-monthly and operate in accordance with its agreed Charter of Purpose (attached).

The Forum will be supported by:

- Meetings of the Chief Executives within the region;
- Other regional and sub-regional forums as required;
- Meetings between staff as necessary.

### *AGREEMENT TO REVIEW*

The parties to the triennial agreement may meet and agree to amendments to the agreement at the next available Forum meeting following a request from any one or more authorities party to this agreement in writing to the Secretary of the Forum, received at least two weeks prior to the meeting date.

This agreement will be placed on the Forum agenda at the final Forum prior to a triennial election to review, with the purpose of recommending changes (if any) to the incoming councils.

### *OTHER AGREEMENTS*

This agreement does not prevent local authorities entering into other agreements amongst themselves or outside the region to facilitate their responsibilities. Any other such agreement should not be contrary to the purpose of this agreement.

*REGIONAL POLICY STATEMENT REVIEW*

This Triennial Agreement will apply to any change, variation or review of the Canterbury Regional Policy Statement.

**Authority**

This agreement is signed on this -----day of-----2011 by the following on behalf of their respective authorities.

**COUNCIL**

**SIGNATURE**

Ashburton District Council

\_\_\_\_\_  
Angus McKay – Mayor

Canterbury Regional Council

\_\_\_\_\_  
Dame Margaret Bazley –Commissioner Chair

Christchurch City Council

\_\_\_\_\_  
Bob Parker – Mayor

Hurunui District Council

\_\_\_\_\_  
Winton Dalley – Mayor

Kaikoura District Council

\_\_\_\_\_  
Winston Gray – Mayor

Mackenzie District Council

\_\_\_\_\_  
Claire Barlow – Mayor

Selwyn District Council

\_\_\_\_\_  
Kelvin Coe – Mayor

Timaru District Council

\_\_\_\_\_  
Janie Annear – Mayor

Waimakariri District Council

\_\_\_\_\_

David Ayres – Mayor

Waimate District Council

\_\_\_\_\_  
John Coles – Mayor

Waitaki District Council

\_\_\_\_\_  
Alex Familton – Mayor

# **CANTERBURY MAYORAL FORUM**

## ***CHARTER OF PURPOSE***

### **1. NAME**

The name of the group shall be Canterbury Mayoral Forum. There shall also be a Chief Executive Forum.

### **2. OBJECTIVES**

- (a) To provide a forum to enable the group to work more closely with each other and the region's community leaders in an endeavour to identify opportunities and solve problems together.
- (b) To identify and prioritise issues of mutual concern and foster co-operation amongst members to address these issues (including where appropriate joint work plans).
- (c) To formulate policies and strategies on matters where all member councils may act collaboratively in promoting sustainable development in the region.
- (d) To ensure increased effectiveness of local government in meeting the needs of Canterbury communities.
- (e) To act as an advocate to central government or their agencies or other bodies on issues of concern to members.
- (f) To develop and implement programmes, which are responsive to the needs and expectations of the community.

### **3. PRINCIPLES**

In pursuit of these objectives the Canterbury Mayoral Forum will observe the following principles:

- (a) Establish and maintain close liaison with other local government networks to ensure as far as possible the pursuit of common objectives and the minimisation of duplication.
- (b) Establish and maintain close liaison with Ministers of the Crown and local Members of Parliament.
- (c) Establish and maintain close liaison with a wide number of diverse stakeholders and key sector organisations within the region.
- (d) Exercise its functions with due regard to the tangata whenua and cultural diversity of the Canterbury community.
- (e) Keep the local community informed about its activities.
- (f) Encourage member councils to promote and apply cross-boundary structures and systems.

- (g) Establish a provision for reporting back to its respective Councils.

#### **4. POWERS**

- (a) The Canterbury Mayoral Forum shall have the power to:
  - (i) Levy for any or all of its objects in such amount or amounts as may be mutually determined and acceptable to individual local authorities.
  - (ii) Determine and make payments from its funds for any or all of the purposes of its objects.
  - (iii) Receive any grant or subsidy and apply monies for the purposes of such grant or subsidy.
  - (iv) Fund appropriate aspects of the Forums activities regionally.
- (b) The Canterbury Mayoral Forum does not have the power to legally bind any council to any act or decision unless that act or decision has been agreed to by decision of that council.

#### **5. MEMBERSHIP**

- (a) Membership of the Canterbury Mayoral Forum shall be open to the following councils.

Ashburton District Council  
Christchurch City Council  
Environment Canterbury  
Hurunui District Council  
Kaikoura District Council  
Mackenzie District Council  
Selwyn District Council  
Timaru District Council  
Waimakariri District Council  
Waimate District Council  
Waitaki District Council

- (b) Each member council shall be represented by its Mayor (or Chairperson in the case of Environment Canterbury) and supported by its Chief Executive.
- (c) In the absence of the Mayor/Chairperson and/or Chief Executive, the member council may appoint another person to attend meetings.
- (d) The Canterbury Mayoral Forum will have the power to co-opt other members on a permanent and/or issues basis.

#### **6. CHAIRPERSON**

- (a) The Canterbury Mayoral Forum shall appoint a Chairperson at the first meeting immediately following the Triennial Elections. This appointment may be reviewed after a period of 18 months.

- (b) The Chairperson elected will preside at all meetings of the Canterbury Mayoral Forum.
- (c) The Canterbury Mayoral Forum shall elect a Deputy Chairperson at the first meeting immediately following the Triennial Elections.
- (d) The Canterbury Mayoral Forum may appoint spokespersons from its membership for issues being considered.

## **7. MEETINGS**

- (a) Meetings will be held as required with an annual schedule, covering a calendar year, to be determined by the members. It is anticipated that meetings would be held three-monthly at venues to be determined.
- (b) Special meetings may be called at the request of four Mayors/Chairpersons.
- (c) The Chief Executive Forum will:
  - i. Meet as required, with an annual schedule, to develop the work programme as noted in paragraph 4 of the Triennial Agreement, and
  - ii. Facilitate preparation of material to be considered by the Canterbury Mayoral Forum.
- (d) Agendas for meetings will be issued and minutes would be taken and circulated.

## **8. DECISION MAKING**

The practice of the Forum will be to determine issues before it by consensus. If the consensus is to determine issues by voting the determination shall be determined by a majority of votes of the authorities represented at the meeting through the Mayor (or Chair) or their nominated representative.

## **9. SECRETARIAT**

The Canterbury Mayoral Forum will appoint Environment Canterbury to carry out the secretariat function on such terms and conditions, as it shall decide for the discharge of duties, including the taking of minutes and the keeping of any books and accounts and attending to any other business of the forum.

## **Proposed Aquatic Facilities**

At the December meeting, Council agreed to receive the report on the proposed aquatic facilities and to consider endorsement or rejection of the concept at the February meeting. The endorsement would be on the understanding that there were a number of other actions that would be required following such an endorsement. Those actions included investigating funding and financing options for the development, investigating and considering the ongoing management of the facility and also considering how the project should be progressed and how the capital development would be managed.

Over the summer period the concept has appeared in the Kaikoura Star, has been available at the Kaikoura Library and Council offices and has featured extensively on Council's website. To date there has only been one comment received on the website which was negative to the concept. Should Council decide to endorse the concept it could refer the matter back to the Trust for it to carry out further investigations and report back or Council could resolve to thank the Trust for its work to date and decide to carry on with the further investigations directly.

The advantages of the Council referring the matter back to the Trust for ongoing investigations are that it has been involved extensively in the consideration of options; it has visited numerous facilities and talked to various operators on the needs. The Trust is focused specifically on achieving aquatic facilities for Kaikoura and has a good balance of community representatives on it.

***It is recommended that Council endorse the concept as presented at the December meeting and that it refer the matter back to the Community Facilities Charitable Trust for ongoing investigations into the feasibility of establishing a concept of that size in Kaikoura.***

## **Mountain Bike Jump Park**

Attached is a request from the Kaikoura Mountain Bike Club to build a Mountain Bike Jump Park at the site on Scarborough Street shown on the attached map. The area is zoned recreation reserve and therefore it appears the concept would be an appropriate fit. The park could be built on a temporary or permanent basis. The Kaikoura Mountain Bike Club appreciates that if the site was to be utilised for a large development then they would have to relocate.

***It is recommended that the Kaikoura Mountain Bike Club be allowed to develop a Mountain Bike Jump Park on the site indicated on the attached map adjacent to the Tar Depot on the understanding that the development may be temporary.***



# **Kaikoura Water Management Zone Committee**

## **Terms of Reference**

The area of the Kaikoura Water Management Zone is shown on the attached map.

### **Establishment**

The Committee is established under the auspices of the Local Government Act 2002 in accordance with the Canterbury Water Management Strategy 2009.

The Committee is a joint Committee of Environment Canterbury (the Regional Council) and Kaikoura District Council (the Territorial Authority).

### **Purpose and Functions**

The purpose and function of the Committee is to:

- Facilitate community engagement in the development and periodic review of a Water Management Implementation Programme that gives effect to the Canterbury Water Management Strategy and takes into account the Implementation Programmes of other Committees where there is a common area of interest or interface; and
- Monitor progress in the implementation of the programme by the Water Executive.

### **Objectives and Delegated Powers**

1. To develop a rolling 10 year Implementation Programme that seeks to advance the management of water and any associated documentation required to support the programme or as required by legislation.
2. Take into account and support other Implementation Programmes to the extent they have common areas of interest or interface.
3. Consult with other Committees throughout the development of their Implementation Programme on matters impacting on those Committees.
4. Consult with relevant stakeholders throughout the development of the Implementation Programme.
5. Recommend the Implementation Programme to their respective Councils.
6. In developing the Implementation Programme ensure that the obligations to consult and obtain input from the public are met
7. To consider the Management Plan prepared by the Water Executive in response to the Implementation Programme and, if satisfied approve the Management Plan.
8. To monitor the performance of the Water Executive in relation to the implementation of the Management Plan.
9. To provide the relevant Territorial and Regional Authorities with updates on progress against the Implementation Programme.
10. To review the Implementation Programme on a three yearly cycle and amend as deemed necessary.

### **Limitation of Powers**

No Committee shall have the authority to commit any Council to any path or expenditure and shall operate in such a way as it does not compromise those Council's freedom to deliberate and make such decisions as it deems appropriate.

No Committee shall have the authority to submit on resource consent matters in its own right.

### **Committee Membership**

The Zone Committee will comprise:

1. 1 member appointed by the Regional Council who shall be an elected member
2. 1 member appointed by each Territorial Authority operating within the Zone Boundary who shall be an elected member
3. 1 member from each Runanga
4. Between 4-6 members appointed from the community and who come from a range of background and interests within the community

In determining the composition of the Committee consideration shall be given to balancing the following interests in water management:

- Agricultural interests
- Indigenous biodiversity/Environmental groups
- Recreational users
- Economic development interests
- Energy/electricity interests
- General community interests
- Geographic spread

To be eligible to be considered for appointment to a Zone Committee the candidate must either live in or have a significant relationship with the zone.

### *Quorum*

The quorum at a meeting consists of:

- (i) Half of the members if the number of members (including vacancies) is even; or
- (ii) A majority of members if the number of members (including vacancies) is odd.

### *Officers*

The Committee shall appoint the Chair and Deputy Chair from the membership.

### *Marlborough District Council*

Marlborough District Council shall be invited to have an observer ex officio to the committee.

### **Term of Appointment**

Members of Committees are appointed for a term of three years and can be reappointed for a second term of three years. To coincide with Local Government Election processes terms shall commence from December each year, with each Committee requiring confirmation of membership by the incoming Council.

### **Financial Delegations**

None

### **Operating Philosophy**

The Committees will at all times operate in accordance with the requirements of the Local Government Official Information and Meetings Act, but will observe the following principles in all its meetings.

1. Give effect to the Fundamental Principles, Targets and goals of the Canterbury Water Management Strategy.
2. Be culturally sensitive observing tikanga Maori.
3. Give consideration to and balance the interests of all water stakeholders in the region in debate and decision-making.
4. Work in a collaborative and co-operative manner using best endeavours to reach solutions that take account of the interests of all sector of the community.
5. Members of the Committee are appointed on the basis of their experience and knowledge and not to representing a particular interest or group. Accordingly members will contribute their knowledge and perspective but not promote the views or positions of any particular interest and stakeholder group.
6. Promote a philosophy of integrated water management to achieve the multiple objectives of the range of stakeholders with interests in water.
7. The Committee will seek consensus in its decision-making where at all possible.
8. In the event that neither unanimous agreement is able to be reached nor a significant majority view formed, the Committee must in the first instance seek assistance from an external facilitator to further Committee discussions and deliberations.
9. Where the Committee encounters fundamental disagreements, despite having sought assistance and exhausted all avenues to resolve matters, they must recommend that the respective Councils disband them and appoint a new Committee.

### **Guidelines**

1. The Committee is formed on a three-yearly basis.
2. Remuneration for members will be paid in the form of an honorarium at the following levels:
  - a. Appointed members - \$2,000 pa
  - b. Deputy Chair - \$3,000 pa
  - c. Chair - \$5,000 pa.

Staff or elected members of Territorial Authorities or the Regional Council shall not be eligible for remuneration.

Reasonable travel expenses will be reimbursed.

3. The Committee will meet at least four times per annum and with workshops and additional meetings as required. In its first year of operation the Committee is likely to meet at least once a month.
4. Proxies or alternates are not permitted.
5. Any Committee may co-opt such other expert knowledge or advisory as it deems necessary to ensure it is able to achieve its purpose. Any such co-option will be on a non-voting basis.

### **Committee Support**

1. The Committee shall be supported by the Territorial and Regional Councils operating primarily through the Water Executive.

**Map showing Kaikoura Water Management Zone**



	<b>KAIKOURA ZONE COMMITTEE ESTABLISHMENT</b>
<b>February</b>	<p><b>District Council</b> meeting :</p> <ul style="list-style-type: none"> <li>• Note ToR</li> <li>• Appoint 2 council people on Selection Working Group</li> <li>• Note Councillor appointments to Zone Committee</li> </ul> <p><b>ECan Commissioners</b> meeting</p> <ul style="list-style-type: none"> <li>• ToR</li> <li>• Nominee for Zone Committee</li> </ul>
<b>February</b>	<p><b>Runanga</b> meeting to agree:</p> <ul style="list-style-type: none"> <li>• involvement in appointment process,</li> <li>• timeline/process for appointment of Runanga rep on Zone Committee</li> </ul> <p><b>ECan</b> appointments to working group agreed  <b>Promotional material</b> prepared – info for candidates, public meeting schedule, and media</p>
<b>March</b> Week 28 Feb	<b>Expressions of Interest Phase – EOI Open</b> Public notices, Media releases, and Newsletter.
Week 07 March	Public meetings: Kaikoura
Week 28 March	EOIs close
<b>April</b> Week 11 April	<b>Selection Phase – Selection Working Group</b> First meeting of working group to confirm assessment criteria and process; schedule meetings. Provide copies of applications.
Week 18 April	Second meeting of working group to shortlist candidates <ul style="list-style-type: none"> <li>• Inform shortlisted candidates and confirm details of assessment workshop</li> <li>• Inform those who have not been shortlisted</li> </ul>
Week 25 April	Assessment workshop Selection Working Group Meeting to confirm recommendations for Zone Committee
<b>May</b> Week 2 May	Recommendation of members to ECan commissioners Recommendation to KDC Letter to Runanga letting them know of recommendations Candidates notified of decisions
<b>May</b>	Orientation workshop for Zone committee

## MAYOR'S REPORT

Welcome back to the 2011 year.

I don't wish to dwell on the issues over the festive season; I believe it has had a fair airing. However as leaders of our community we can't just hope this goes away as it won't without a change in attitude by some members of our community. As Council we need to help in any way possible. The Police resources as always are stretched. One area where we can get some real benefit is a community watch group. I have spoken to Barry Hanson regarding this and it would be good to have this set up in time for the Rugby World Cup. With the technology available today we should be able to have an effective system in place so the community knows there are wardens out there keeping an extra watch on the town and its people during the late hours.

The infrastructure tour was well worthwhile especially for the new members. Overall from this I think we would agree that our water, Roading, sewer systems are generally in good shape with an ongoing programme in place to maintain and continue these improvements.

The township area inside the 100km road zone obviously has the highest use and is where we need to be vigilant with maintenance and enhancements; I would like to see a start this year on some planned works i.e. the Peninsula lookout area, Pinus Radiata removal from the Cemetery, northern entranceway around Mill Road, Lyell creek and surrounds and weed eradication from reserve lands.

The St Pauls native tree restoration project on the South Bay hillside is underway with a seeding donation from the Encounter Foundation, this is another excellent example of the town benefiting from tourism, and how a successful business is helping in the community.

Pete Halligan from Top of the South Events presented a peninsula running event proposal to the T& D committee on the 9<sup>th</sup> February. We are still working on the Moa Hunt also and both of these should be major draw cards for Kaikoura.