



**CARTERTON**  
DISTRICT COUNCIL

**Policy and Strategy  
Committee Meeting**

**Wednesday**

**30 August 2017**

**1.00pm**

Committee Members: Councillor R Carter, R Keys, M Ashby, B Deller, J Greathead, G Lang,  
T O'Callaghan, R Vergunst and Mayor J Booth.



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## **AGENDA**

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**The Agenda of the Council Meeting of the Carterton District Council to be held at the Hurunui o Rangi Meeting Room at the Carterton Event Centre, 50 Holloway Street, Carterton on Wednesday 30th June, 2017 at 1.00pm.**

1. Apologies
2. Conflict of Interest Declaration
3. Notification of General Business / Late Items
4. Energy Democracy option to lease (with power point presentation) *page 1 - 28*
5. Dog Control Bylaw *page 29 - 42*
6. Department of Internal Affairs Dog control report *page 43 - 46*
7. District Plan design guide revision *page 47 - 54*
8. Regional Climate Change Working Party *page 55 - 60*
9. General Business/Late Items
10. Confirmation of the Minutes *page 61 - 64*
  - 10.1 *Minutes of the Policy and Strategy meeting held on 7 June 2017.*
11. Matters Arising from Minutes

Dave Gittings  
**Planning and Regulatory Manager**



30 August 2017

## **Energy Democracy and the Signing of the Option to Lease**

### **1. PURPOSE OF THE REPORT**

To gain endorsement for Energy Democracy Wairarapa solar co-operative and agree the option to lease be signed

### **2. SIGNIFICANCE**

The matters for decision in this report are not considered to be of significance under the Significance and Engagement Policy.

### **3. BACKGROUND**

Energy Democracy is a concept of community owned and run co-operatives that supply and store photovoltaic generated energy for the cooperative members to use and/or sell. The provision of a co-operative in the Carterton Community would allow for those that did not have home ownership of correctly aligned roof space etc. to participate in the use of alternative power generation.

Energy Democracy Wairarapa have proposed to set up in the Carterton District a solar farm and battery storage on Council land. The land proposed for use is shown in **Attachment 1** that makes use of land that would otherwise be redundant.

In order for the Energy Democracy solar farm to be viable, a minimum of 200 hundred parcels of shares would need to be committed. A parcel of shares includes 2.5kW of photovoltaic panels, and 5kWh battery storage with an estimated cost of between \$9,000 and \$11,000 (number of share parcels dependent) per parcel. Maximum capacity would be 600 parcels with projected returns yet to be formalised.

Prior to Energy Democracy being able to offer shares, a disclosure statement must be issued. To enable this to happen land availability needs to be secured and the option to lease provides for this (**Attachment 2**).

Land lease would be an agreed peppercorn rental and the signing of the lease does not commit Council to buying of parcels.

There are a number of potential benefits for CDC to consider alternative power sources as supplementary to mains delivery. These include;

- Potential substantial cost savings in energy bills
- Strengthened resilience to power transmission interruptions and price changes
- Positive public perceptions
- Enhanced security of local electricity supply
- Provide alternative power to the Carterton Community

Further details regarding Energy Democracy are in **Attachment 3**

#### **4. RECOMENDATION**

That the Policy and Strategy Committee

- 1. Supports** Energy Democracy Wairarapa solar co-operative
- 2. Agrees** the attached option to lease be signed

Dave Gittings

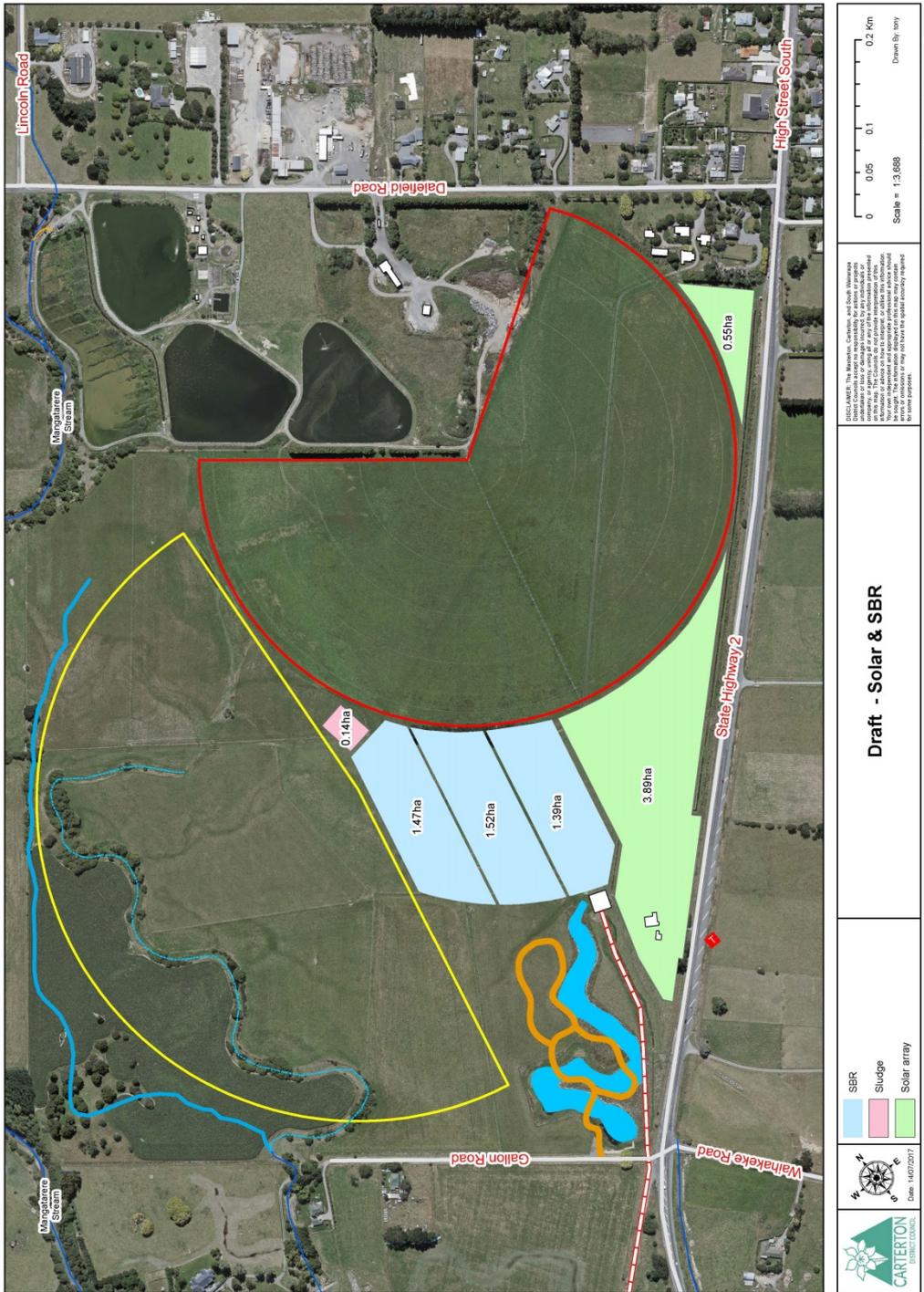
**Planning and Regulatory Manager**

**Attachment 1 – Draft Land proposed for use**

**Attachment 2 – Land Option for Lease Contract**

**Attachment 3 – Energy Democracy in Wairarapa**

# Attachment 1



# Option to Lease

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**Owner**

Carterton District Council

**Tenant**

Energy Democracy Ltd or nominee

## Contents

Option to Lease.....	6
Operative Clauses .....	6
1. Specific Definitions.....	6
2. Conditions Precedent to the Lease .....	8
The Lease.....	9
3. The Works and Construction of the Solar Generator.....	10
4. Term and Annual Fee .....	12
5. Delays in Completion .....	13
6. Variations to the Works.....	13
7. Termination.....	13
8. Insurance, Obligations and Indemnities .....	14
9. Default .....	15
10. Assignment .....	16
11. Costs.....	17
12. No waiver .....	17
13. Confidentiality.....	17
14. Notices .....	17
15. Jurisdiction .....	18
16. Assurances .....	18
17. Whole Agreement.....	18
18. Counterparts .....	19
19. Severability.....	19
20. Survival of Certain Terms .....	19
21. Interpretation .....	19
22. General Definitions.....	21
Schedule 1 .....	23
Annexure A.....	25
Annexure B.....	<b>Error! Bookmark not defined.</b>

# Option to Lease

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## Parties

The person or entity specified in Item 1 of **Schedule 1** (Owner)

The person or entity specified in Item 2 of **Schedule 1** (Tenant)

## Description

This Agreement sets out the terms on which:

- (a) the Owner agrees to grant access to the Premises under licence to the Tenant for the purpose of undertaking the Works;
- (b) the Tenant will carry out the Works and assess the Premises' viability for installation of solar equipment and production and storage of solar power; and
- (c) the parties will enter into the Lease if the Conditions Precedent are satisfied.

## Operative Clauses

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### 1. Specific Definitions

1.1 Unless the contrary intention appears:

- (a) **Agreement** means this document including all schedules, annexures and attachments.
- (b) **Agreement Date** is the date specified on the execution page and in the absence of a date being inserted on the execution page, the date that the last party to execute this Agreement communicates acceptance and execution to the other party.
- (c) **Annual Fee** means the amount specified in Item 8 of **Schedule 1**.
- (d) **Business Day** means any day that is not a Saturday, Sunday or public holiday in New Zealand.
- (e) **Conditions Precedent** means the conditions precedent to entry into the Lease set out in clause 2.

- (f) **Development Approval** means a notice of approval of a development application under the relevant planning and consenting legislation authorising the construction of a Solar Generator, Battery Storage System and other solar generation equipment for which the Tenant seeks approval, on conditions acceptable to the Tenant.
- (g) **Land** means the land described in Item 3 of the **Schedule 1**, on which the Premises is situated.
- (h) **Large Equipment** means equipment with a footprint greater than 1m<sup>2</sup> or greater than 2m in height.
- (i) **Lease** means the Auckland District Law Society agreement to lease.
- (j) **Lease Commencement Date** means the first Business Day following the date of written notice from the Tenant to the Owner in accordance with clause 2.5(a).
- (k) **Owner** means the entity listed in Item 1 of **Schedule 1** and (where the context permits) their heirs, executors, administrators, successors in title, as the case may be, and each of the assigns of the Owner.
- (l) **Permitted Use** has the meaning set out in Item 7 of **Schedule 1**.
- (m) **Premises** means the premises described in Item 4 of **Schedule 1**.
- (n) **Small Equipment** means equipment with a footprint less than 1m<sup>2</sup> and less than 2m in height.
- (o) **Solar Generator** means a photovoltaic (PV) solar power system and its associated infrastructure.
- (p) **The Tenant** means the entity listed in Item 2 of **Schedule 1** and (where the context permits) their heirs, executors, administrators, successors in title, as the case may be, and each of the assigns of the Tenant.
- (q) **The Tenant's Property** means the Solar Generator, Battery Storage System and the Tenant's chattels, fixtures, fittings, signage, stock and Small Equipment and Large Equipment affixed, located or stored in, on or about the Premises or the Land.
- (r) **Term** means the term of this Agreement set out in Item 5 of **Schedule 1**.

(s) **The Works** means all works necessary for the Tenant, its authorised agents, employees, contractors and assignees:

- (i) to conduct feasibility studies in the viability of the Premises to:
  - 1) produce solar energy,
  - 2) house a Solar Generator and associated solar generation equipment on the Premises, and
  - 3) house a Battery Storage System on the premises, and
- (ii) to install and operate solar energy generation equipment on the Premises, and
- (iii) to install and operate battery storage equipment in the Premises,

and the Works will include but are not limited to:

- (iv) planning construction and planning maintenance of solar generation equipment on the Premises, including a Solar Generator and Battery Storage System,
- (v) investigations, inspection, measurement, and installation of the Tenant's Property for the purposes of:
  - 1) assessing the viability of the Premises, and
  - 2) seeking permits and approval from relevant authorities for solar generation and for construction on the Premises,
  - 3) soliciting quotes,
  - 4) installation and operation of the Tenant's Property, and
  - 5) designing, estimation, structural surveys, background noise measurements, cultural heritage surveys, landscape amenity studies, surveying, geotechnical studies, flora and fauna surveys.

## **2. Conditions Precedent to the Lease**

2.1 The parties will enter into the Lease in accordance with clause 2.5 on satisfaction of the following conditions (the Conditions Precedent):

- (a) During the Term – The Tenant obtaining any required permits or Approvals, such as those itemised in clause 3.11, on terms acceptable to the Tenant;
- (b) During the Term – The Tenant determining at its absolute discretion that the Premises are a viable site for solar energy production; and

- (c) During the Term – The Tenant being satisfied that it can enter into one or more adequate power purchase agreements for the supply of electricity from the Premises; and
  - (d) Within one month of the Agreement Date – the Owner, if the Land is subject to any mortgage or charge such that mortgagee's or chargee's consent is required for this Agreement or for the grant of the Lease, obtaining the consent of its mortgagee or chargee to this Agreement and the Lease.
- 2.2 The Tenant must use its best endeavours to satisfy Conditions Precedent 2.1(a), (b) and (c).
- 2.3 The Owner must use its best endeavours and do all things necessary to satisfy Condition Precedent 2.1(d) within the time frame specified.
- 2.4 The Tenant must notify the Owner in writing within 2 Business Days of the satisfaction or otherwise of Condition Precedent 2.1(c). If the Tenant:
- (a) Does not provide written notice of satisfaction of Condition Precedent 2.1(c) by the date which is one month and 2 Business Days after the Agreement Date; or
  - (b) Provides notice that Condition Precedent 2.1(c) is not satisfied;
- either party may rescind this Agreement immediately by notice in writing.

### **The Lease**

- 2.5 Upon satisfaction of the Conditions Precedent in subclauses 2.1(a), (b) and (c) or the Tenant waiving the benefit of any or those subclauses:
- (a) The Tenant will give notice in writing to the Owner that those Conditions Precedent are satisfied; and
  - (b) Subject to the Tenant having given notice in accordance with clause 2.2 that clause 2.1(c) is satisfied, or the Tenant waiving the benefit of that clause, the Lease will be automatically entered into by the Parties commencing on the Lease Commencement Date.
- 2.6 The Owner warrants that:
- (a) it has the legal right and power to enter into this Agreement and the Lease; and
  - (b) it will have the legal right and power to enter into the Lease at all times during the Term

and acknowledges that:

- (c) The Tenant will suffer substantial financial detriment if the Owner is unable to enter into the Lease at the time that the Tenant gives notice under clause 2.5(a), for which the Owner will be liable.

### **3. The Works and Construction of the Solar Generator**

#### **Licence**

- 3.1 The Owner grants access to and occupancy of the Premises to the Tenant under non-exclusive licence throughout the Term, to carry out the Works.

#### **Exclusivity**

- 3.2 The Owner will not grant any licence to, nor access to or occupancy of, any part of the Land to any other entity during the Term for the purpose of carrying out any works similar to or related to the Works or to solar energy generation or energy storage.

#### **Access**

- 3.3 The Tenant and its contractors are permitted to travel over and through the Land and any building on the Land as is necessary for the Tenant to access the Premises throughout the Term.
- 3.4 The Owner will give the Tenant necessary keys and codes to have access under clause 3.3 at all times during the Term.
- 3.5 If required, the Tenant may install, un-install, maintain, repair, replace and use above or below ground cabling (including, but not limited to cabling required to connect the Premises and/or the Tenant's Property to an electricity supply) to and from the Premises and across the Land and where necessary construct supports for that cabling on the Land and Premises.

#### **The Works**

- 3.6 The Tenant must carry out the Works during the Term in a timely manner.
- 3.7 The Tenant must use its best endeavours to not interfere with the Owner's use of the Land or any other tenant of the Land in carrying out the Works.
- 3.8 The Tenant will carry out the Works at its own cost, including installation of any equipment.

## **Owner's cooperation**

### **3.9 The Owner:**

(a) irrevocably authorises the Tenant, at the Tenant's expense, to make applications to any relevant authority for any necessary permits, consents, and approvals required:

- (i) to perform the Works;
- (ii) to enter into the Lease for the permitted use under the Lease; and
- (iii) to enable the development, construction, and use of the Solar Generator, Battery Storage System and any other solar generation equipment on the Premises;

and to exercise and procure every right of appeal arising from the determination of any such application or the failure to determine such application;

- (b) authorises the Tenant to deal with all responsible entities, relevant authorities and other necessary third parties (such as neighbours) to carry out the Works;
- (c) must in a timely manner sign all documentation and provide all assistance required by the Tenant, or any person nominated by the Tenant, to obtain the permits, consent, and approvals sought under subclause (a), at the Tenant's expense, provided the Owner provides the Tenant with evidence of such expense associated with the relevant permit, consent, or approval;
- (d) give the Tenant all requested information in the Owner's possession, power or control relating to the Land and its characteristics and title; and
- (e) must not erect, build or install any object on the Land that may directly or indirectly interfere with the Tenant's Property, the Works or the Tenant's access to and intended use of the Premises; and
- (f) must not interfere with the Tenant's access to and use of the Premises in carrying out the Works.

### **3.10 The Tenant must pay for:**

- (a) all costs of and related to the application for the Development Approval; and
- (b) the costs of complying with all conditions related to the Development Approval.

## **Permits**

- 3.11 The Tenant must obtain and comply with all relevant permits for the Works carried out on the Premises, which may include but not necessarily be limited to:
- (a) an electrical account request with the electrical retailer;
  - (b) a generator connection request with the electrical distributor; and
  - (c) Development Approval

### **Approval for the Works**

- 3.12 Before commencing any aspect of the Works requiring approvals or permits or consent from any relevant authority, The Tenant must obtain those approvals, permits or consent.

### **The Tenant's Property**

- 3.13 The Tenant's Property will remain the legal property of The Tenant and will not vest in the Owner despite attachment or affixation to the land, except for equipment and infrastructure named at Item 9 of **Schedule 1**.
- 3.14 Clause 3.13 applies notwithstanding termination of this Agreement and re-entry by the Owner onto the Premises.
- 3.15 Equipment and infrastructure listed at Item 9 of Schedule 1 will be the responsibility of the Owner to maintain once installed by The Tenant, and The Tenant will not remove these said fixtures at the end of the Term.

### **Buy-Out Option**

- 3.16 The Owner may purchase The Tenant's Property from The Tenant at the end of the Term, provided that the Lease is not entered into and provided that The Tenant consents, at market value as set by The Tenant. If the Owner elects to purchase The Tenant's Property, then clauses 8.6 (Makegood) and 9.3 and 9.4 do not apply.

## **4. Term and Annual Fee**

- 4.1 The Term of this Agreement may be extended by mutual agreement between the parties.
- 4.2 The Tenant may extend the Term of this Agreement by a maximum of 12 months if circumstances beyond its control prevent it carrying out the Works or satisfying Conditions Precedent 2.1(a) and (b) before the expiration of 3 years from the Agreement Date.

#### 4.3 Annual Fee

- (a) The Tenant agrees to pay the Owner the Annual Fee during the Term, in accordance with Item 8 and pro-rated for any part of a month at the beginning or end of the Term.
- (b) The Owner will issue a valid tax invoice to The Tenant for payment of each instalment of the Annual Fee.

### **5 Delays in Completion**

#### **Delays**

- 5.1 If the Owner becomes aware of any material matter which may impede the viability of the Works, the Solar Generator, Battery Storage System, or any solar generation activity on the Land, it must notify The Tenant in writing. This includes but is not limited to any planned construction or demolitions on the site, plans for sale, re-zoning or any development which may impact on the Works including solar access. The Owner must notify The Tenant within 5 Business Days of becoming aware of the material matter.

### **6 Variations to the Works**

#### **Variations**

- 6.1 The Owner acknowledges that The Tenant without notice may from time to time amend or vary the Works.
- 6.2 Any amendment or variation in accordance with subclause 6.1 does not affect, change or invalidate this Agreement or the rights or obligations of either party under this Agreement nor give rise to any claim for compensation or damages.

### **7 Termination**

#### **General Termination**

- 7.1 The Tenant may terminate this Agreement at any time, with or without providing reasons for termination at The Tenant's discretion, by providing 30 days written notice to the Owner.
- 7.2 If the Agreement Date is rescinded in accordance with clause 2.4, the following applies:
  - 7.1.1 Owner must refund to The Tenant all monies paid by The Tenant to the Owner under or in relation to this Agreement;

7.1.2 each party is otherwise released of its obligations under this Agreement; and

7.1.3 neither party will be liable to the other for any payment or matter relating to the termination.

7.3 Upon termination of this Agreement, and provided that the Lease is not entered into, The Tenant will remove The Tenant's Property from the Premise subject to clauses 3.15 and 7.5.

7.4 If The Tenant fails to remove The Tenant's Property within ninety (90) days after the date of termination, the Owner may remove The Tenant's Property at the cost of The Tenant, and subject to clauses 3.15 and 7.5, however clause 3.13 will continue to apply.

7.5 The Tenant will not be required to remove underground cabling, or cabling laid in trays, risers or through conduit from the Premises or the Land at the end of the Term or at all.

## **8 Insurance, Obligations and Indemnities**

### **Insurance**

8.1 During the Term, the Tenant must maintain a public liability policy for an amount not less than the amount referred to in Item 10 of **Schedule 1**.

8.2 The Tenant must ensure that any and all companies or contractors engaged to work on the Premises have public liability insurance to a value of \$5 million for any single event or related series of events.

8.3 The Tenant must ensure that any and all companies or contractors engaged to work on the Premises are directed to comply with induction policies in place at the Premises.

8.4 The Tenant accepts no liability if the Permitted Use voids the Owner's insurance policy.

### **The Tenant's Obligations**

8.5 The Tenant must carry out, or ensure the Works are carried out in accordance with all statutes, by-laws, regulations and ordinances.

8.6 The Tenant will repair and make good any damage to the Premises, fair wear and tear excepted, as a result of the removal of The Tenant's Property in accordance with clause 7.3 upon the earlier of the end of the Term or termination.

8.7 The Tenant will indemnify the Owner and keep it indemnified from and against all expenses, losses, claims, actions and liabilities arising in connection with any loss of or damage to property, or death of or injury suffered by any person, in connection with any negligent act or omission of The Tenant in:

8.1.1 accessing the Premises;

8.1.2 occupying the Premises; or

8.1.3 carrying out the Works.

This indemnity will be limited to the extent that the expenses, losses, claims, actions and liabilities arising in connection with any loss of or damage to property, or death of or injury suffered by any person was caused or contributed to by any act or omission by the Owner or by any person under the Owner's control or acting with the Owner's authority.

### **Indemnity by Owner**

8.8 The Owner must indemnify The Tenant and keep it indemnified from and against all expenses, losses, claims, actions and liabilities arising in connection with any loss of or damage to property, or death of or injury suffered by any person, caused by any act or omission of the Owner, its employees, agents or contractors.

## **9 Default**

### **Default by The Tenant**

9.1 If The Tenant:

9.1.1 breaches this Agreement; and

9.1.2 fails to remedy that breach within a reasonable time (in no case less than a period of fourteen (14) days) after receiving a written notice from the Owner specifying the default and the steps required to rectify the default,

then the Owner may terminate this Agreement by giving further notice in writing to The Tenant to that effect.

9.2 The Owner's right of termination is without prejudice to any action or other right or remedy which the Owner has or may or otherwise could have had for any breach or default on the part of The Tenant.

### **Removal of The Tenant's Property**

- 9.3 If this Agreement is terminated in accordance with subclause 9.1, The Tenant must remove The Tenant's Property within ninety (90) days after the date of the Termination Notice, and subject to clauses 3.15 and 7.5.
- 9.4 If The Tenant fails to remove The Tenant's Property within ninety (90) days after the date of the Termination Notice, the Owner may remove The Tenant's Property at the cost of The Tenant, and subject to clauses 3.15 and 7.5, however clause 3.13 will continue to apply.

### **Default by Owner**

- 9.5 If the Owner:
- (a) breaches this Agreement; and
- 9.1.3 fails to remedy that breach within a reasonable time (but no less than fourteen (14) days) after receiving a written notice from The Tenant specifying the default and the steps required to rectify the default,
- then The Tenant may terminate this Agreement by giving further notice in writing to the Owner to that effect.
- 9.6 The Tenant's right of termination is without prejudice to any action or other right or remedy which The Tenant has or may or otherwise could have had for any breach or default on the part of the Owner.

## **10 Assignment**

### **Assignment**

- 10.1 The Tenant may assign their rights, duties and obligations under this Agreement to another party without the consent of the Owner, provided that The Tenant is of the reasonable opinion that the other party has sufficient financial and technical capabilities to carry out its obligations under this Agreement. Upon effecting an assignment under clause 10.1, The Tenant must provide notice of the assignment to the Owner, such notice to include the other party's name, address and contact details.
- 10.2 The Owner must not sell, transfer or assign ownership of the Land or Premises to a new owner without first procuring that the new owner enters into an agreement with The Tenant to:
- 10.1.1 grant to The Tenant all of its rights and interest under this Agreement; and

10.1.2 assume all of the Owner's obligations under this Agreement.

## **11 Costs**

11.1 Each party must pay for their own costs in connection with the negotiation, preparation and execution of this Agreement and the Lease.

## **12 No waiver**

### **Method of waiver**

12.1 A Party waives a right under this Agreement only by giving written notice that it waives that right.

### **Limitation of waiver**

12.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

### **No deemed waiver**

12.3 A right is not impaired or waived by:

12.1.1 a failure to exercise that right;

12.1.2 a delay in exercising that right;

12.1.3 a partial exercise of that right;

12.1.4 a previous exercise of that right; or

12.1.5 negotiations between the Parties.

## **13 Confidentiality**

13.1 The parties must keep all Confidential Information strictly confidential.

## **14 Notices**

14.1 Notices must be in writing and in English, and may be given by an authorised representative of the sender.

14.2 Notice may be given to a person:

14.1.1 personally;

14.1.2 by leaving it at the person's address last notified;

14.1.3 by sending it by mail to the person's address last notified; or

14.1.4 by sending it by email to the person's email address last notified.

14.3 Notice is deemed to be received by a person:

(a) when left at the person's address;

14.1.5 if sent by mail, 3 Business Days after posting;

14.1.6 if sent by email, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the person's email address last notified.

14.1.7 If the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

14.4 If two or more people comprise a Party, notice to one is effective notice to all.

## **15 Jurisdiction**

15.1 This Agreement is governed by the laws of the Jurisdiction specified in Item 6 of Schedule 1.

15.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Jurisdiction.

15.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

## **16 Assurances**

16.1 Each Party must:

16.1.1 do everything necessary or desirable to give full effect to this Agreement, and

16.1.2 not do anything which might prevent full effect being given to this Agreement.

## **17 Whole Agreement**

17.1 This Agreement embodies the whole Agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

17.2 Subject to clause 17.3, each Party:

17.1.1 has relied on their own enquiries in deciding to sign this Agreement; and

17.1.2 has not relied on any warranties, representations, or statements of any kind in deciding to sign this Agreement.

17.3 Clause 17.2 does not apply to the warranties and representations expressly given under this Agreement.

17.4 No variation to this Agreement is valid unless in writing and signed by all Parties.

## **18 Counterparts**

18.1 This Agreement may be executed in any number of counterparts and a counterpart may be sent via electronic mail or facsimile.

18.2 Together all counterparts make up one document.

18.3 If this Agreement is executed in counterparts, it takes effect when each Party has received the counterpart executed by the other Parties.

## **19 Severability**

19.1 If all or any part of any provision of this Agreement is invalid or unenforceable, then:

19.1.1 that provision is severed from this Agreement to the extent necessary to remove the invalidity or illegality; and

19.1.2 the remaining provision of this Agreement remains valid and enforceable.

## **20 Survival of Certain Terms**

20.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:

20.1.1 protection of Confidential Information;

20.1.2 post-agreement restraints;

20.1.3 guarantees, warranties and indemnities; and

20.1.4 obligations to make good or return property.

## **21 Interpretation**

21.1 In this Agreement, unless the contrary intention appears:

21.1.1 a reference to this Agreement or any instrument includes any variation or replacement of any of them;

- 21.1.2 a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- 21.1.3 a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- 21.1.4 the singular includes the plural and vice versa;
- 21.1.5 words of one gender include any gender;
- 21.1.6 headings do not affect the interpretation of this Agreement;
- 21.1.7 reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- 21.1.8 reference to a thing (including a right) includes a part of that thing;
- 21.1.9 if a Party comprises two or more persons:
  - 21.1.9.1 reference to a Party means each of the persons individually and any two or more of them jointly;
  - 21.1.9.2 a promise by that Party binds each of them individually and all of them jointly;
  - 21.1.9.3 a right given to that Party is given to each of them individually; and
  - 21.1.9.4 a representative, warranty or undertaking by that Party is made by each of them individually;
- 21.1.10 a provision must not be construed against a Party only because that Party prepared it;
- 21.1.11 a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
- 21.1.12 if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- 21.1.13 another grammatical form of a defined expression has a corresponding meaning;
- 21.1.14 the word "include" is used without any limitation;
- 21.1.15 the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
- 21.1.16 examples are descriptive only and not exhaustive.

## 22 General Definitions

22.1 Unless the context otherwise requires:

22.1.1 **Agreement** means this Agreement and schedules and annexures to it, as amended and substituted from time to time.

22.1.2 **Business Day** means a day except a Saturday or Sunday or other public holiday.

22.1.3 **Claim** means any claim, suit, action, demand, or right.

22.1.4 **Confidential Information** means any information:

22.1.4.1 about the existence of this Agreement;

22.1.4.2 about the terms of this Agreement;

22.1.4.3 which a Party obtains under or arising out of this Agreement of a confidential nature; and

22.1.4.4 which a Party indicates, in writing, as being confidential in nature;

but does not include:

22.1.4.5 information that is generally available in the public domain; or

22.1.4.6 information already known by the Party prior to receiving the information.

22.1.5 **Consequential Loss** includes all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.

22.1.6 **Agreement** means this Agreement and any schedules and annexures to the Agreement, as amended or substituted from time to time.

22.1.7 **Insolvency Event** in relation to any Party means, except in the ordinary course of business:

22.1.7.1 a liquidator, provisional liquidator, receiver, trustee in bankruptcy, or any form of external administrator is appointed in respect of the Party;

22.1.7.2 the party proposes to its creditors a scheme of arrangement, deed of company arrangement or similar composition or arrangement involving any class of its creditors;

- 22.1.7.3 a controller is appointed over or takes possession of all or a substantial part of the Party's assets or undertakings;
- 22.1.7.4 the Party is deemed insolvent under any relevant law;
- 22.1.7.5 if the Party is a natural person – they die or become permanently mentally incapacitated or disabled;
- 22.1.7.6 any step is taken by the Party to obtain protection from its creditors, under any applicable legislation; or
- 22.1.7.7 anything analogous or having a substantially similar effect to any of the events specified above happens in respect of a Party under the law of any applicable jurisdiction.

22.1.8 **Intellectual Property** means all existing or future species of industrial and intellectual property, whether registered or unregistered, registrable or not:

22.1.8.1 as defined in Article 2 of the World Intellectual Property Organisation (WIPO) Convention; or

22.1.8.2 recognised by any statute or any principle of law or equity, including copyrights, patents, designs, trade marks, circuit layout rights, confidential information, trade secrets and the right to register all such intellectual or industrial property rights.

22.1.9 **Intellectual Property Rights** means all rights arising from any statute, or principle of law or equity in relation to Intellectual Property.

22.1.10 **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.

22.1.11 **Moral Rights** means any of the rights described in Article 6bis of the Berne Convention Protection of Literary and Artistic Works 1886 (as amended from time to time) and any other analogous rights arising under any statute.

22.1.12 **Party** means a person or entity who executes this Agreement.

22.1.13 **Parties** mean all the persons or entities who execute this Agreement.

## Schedule 1

Item	Detail
Item 1	<p><b>Owner:</b></p> <p><b>Name:</b> Carterton District Council</p> <p><b>Address:</b> 28 Holloway St, Carterton 5713</p> <p><b>Country:</b> New Zealand</p>
Item 2	<p><b>Tenant:</b></p> <p><b>Name:</b> Energy Democracy Ltd or nominee</p> <p><b>NZBN:</b> 9429046028242</p> <p><b>Address:</b> Unit 4, 239 Lake Ferry Road, Rd 1, Martinborough, 5781</p> <p><b>Country:</b> New Zealand</p>
Item 3	<p><b>Land:</b></p> <p>[full premises address]</p> <p><b>Address:</b> Daleton Road, Carterton</p> <p><b>Country:</b> New Zealand</p>
Item 4	<p><b>Premises:</b></p> <p>[Area shown in plan attached to Annexure B]</p>
Item 5	<p><b>Term:</b></p> <p>The term of this Agreement commencing on the Agreement Date and ending on the earlier of:</p> <ul style="list-style-type: none"> <li>(a) 3 years from the date of this Agreement unless extended under clause 4; or</li> <li>(b) the Lease Commencement Date.</li> </ul>

Item 6	<p><b>Jurisdiction:</b> New Zealand</p>
Item 7	<p><b>Permitted Use:</b> The Tenant and its authorised agents, invitees, guests and contractors may access and occupy the Premises to carry out The Works</p>
Item 8	<p><b>Annual Fee:</b> \$_____ (excluding GST) by monthly instalments in advance on the first day of each calendar month.</p>
Item 9	<p><b>Equipment and infrastructure vesting to the Owner:</b></p> <ul style="list-style-type: none"> <li>• access roads through adjoining areas for access to the Premises;</li> <li>• any consumer mains from the electrical POE (point of entry) to the premises;</li> <li>• any cable trays, cable risers and conduits;</li> <li>• any drainage, water reticulation or animal care infrastructure;</li> <li>• all underground cabling.</li> </ul>
Item 10	<p><b>Insurance:</b> A public liability policy for an amount not less than \$</p>

**EXECUTION**

IN WITNESS whereof the authorised representatives of the parties have executed and delivered this Agreement the day and year first above written.

SIGNED BY: .....

Name:

Duly authorised to sign this Agreement for and on behalf of Energy Democracy

In the presence of:

Signature: .....

Name:

SIGNED BY .....

Name:

Duly authorised to sign this Agreement for and on behalf of Carterton District Council

In the presence of:

Signature: .....

Name:

**Annexure A: Lease**

Modelled on the Auckland District Law Society Deed of Lease with amendments as detailed in this Option to Lease

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# ENERGY DEMOCRACY IN THE WAIRARAPA

Presentation to Carterton District Council  
 30 August 2017

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## Recommendation

That Carterton District Council supports the Energy Democracy Wairarapa solar co-operative:

- ✓ As a member; and
- ✓ Providing 3 hectares of land adjacent to an 11kVa line on a peppercorn lease.

## The model

Co-operatively-owned renewable energy parks, comprising photovoltaic solar panels and battery storage, supported by Energy Democracy Pty Ltd through a management agreement.

## The objective

To build a sustainable renewable energy model, whereby the community benefits from their participation in reducing the impact of climate change. Those benefits include:

- ✓ More efficient energy use, enabled by energy efficiency tools provided by Energy Democracy
- ✓ Co-operative buying power used to make households more energy efficient
- ✓ The opportunity to sell surplus energy into the wholesale market
- ✓ The opportunity for members to save on energy bills.

## Other benefits of a sustainable co-operative model

Members own generation assets that are managed for the long term:

- ✓ Members can retain their investment if they relocate within the locale of the co-op. In the medium term, Energy Democracy aims to facilitate the ability to shift membership to other co-operatives.
- ✓ Assets are replaced at the end of their life using the co-op's depreciation reserves.
- ✓ Shares may be sold back to the co-op, subject to the co-operative board's agreement.

## Benefits of a solar park

A member doesn't need a roof to participate in an Energy Democracy co-operative. Building a renewable energy park provides benefits that are not easily accessible to the normal electricity consumer, including:

- ✓ The ability to get the ideal orientation of the panels to maximise the generation
- ✓ Economies of scale to purchase, construct and maintain the assets
- ✓ Participation amongst the wider community
- ✓ The potential to negotiate better pricing with the network operator
- ✓ The ability to trade in the wholesale electricity market.



### Members save on power bills

A parcel of shares includes 2.5kW of photovoltaic (PV) panels, 5kWh battery storage and energy efficiency tools. Savings on members' power bills come from:

- Panels: 2.5kW of panels generates 3,967kWh of energy each year, approximately half of the average household's energy usage
- Battery storage: Energy Democracy will manage the flow of electrons through the battery to maximise arbitrage opportunities, selling excess power at the best price in the wholesale market to create surpluses which may be distributed back to the members
- Energy efficiency tools: The best form of power saving is the power that isn't used. Members will be provided with tools that show where there are opportunities for savings, providing more electricity that can be sold into the market.

Note that the metering costs and government levies cannot be avoided, nor, for the most part, can the transmission and network charges (see the possible exception for CDC below). However, the surpluses expected to be generated go some way to mitigating them.

### Wider community benefits

International research suggests 3.5 direct and indirect permanent jobs are created for every megawatt of solar installed. The Wairarapa community may also expect:

- ✓ Enhanced security of local electricity supply (current capacity is at 50 – 60% of security requirements)
- ✓ More money in members' pockets, available to spend in the local community
- ✓ A lift in the community's environmental credentials, supporting primary producers in the district.

### Role of the Energy Democracy co-operative

- ✓ Own the assets
- ✓ Protect members' interests
- ✓ Identify further opportunities for the co-operative to co-operate for the benefit of members
- ✓ Manage the contract with Energy Democracy Pty Ltd
- ✓ Decide how to distribute surpluses.

### Role of Energy Democracy

- ✓ Manage the assets on behalf of the co-op, including design, construction, operation and maintenance
- ✓ Provide energy efficiency tools and information to members
- ✓ Optimise trading opportunities, maximising benefits for members
- ✓ Negotiate favourable rates with network operators
- ✓ Negotiate favourable purchasing arrangements with suppliers
- ✓ Enable co-operative initiatives that create energy savings.

Energy Democracy's income is based on a percentage of revenues generated by the co-operative, making it in our interests to maximise the returns to members.

### Opportunities for CDC

- ✓ Potential to feed power directly to the sewage plant and irrigation pivots without incurring network distribution costs (on average 36% of the electricity bill)
- ✓ PPA of last resort guarantees cheaper electricity.







30 August 2017

## **Control of Dogs Bylaw and Statement of Proposal**

### **1. PURPOSE OF THE REPORT**

The purpose of this report is for the Committee to agree to the Statement of Proposal and the Control of Dogs Bylaw to be released for public consultation.

### **2. SIGNIFICANCE**

The matters for decision in this report are not considered to be of significance under the Council's Significance and Engagement Policy.

### **3. BACKGROUND**

Unless revoked or reviewed sooner, the Carterton District Council Control of Dogs Bylaw must be reviewed no later than 9th October 2017.

Undertaking of the review is guided by the Local Government Act 2002 under the Special Consultative procedure (section 83) which requires a statement of proposal be prepared and readied for public consultation.

Attached is the proposed Statement of Proposal to be made available for public consultation along with the proposed Control of Dogs Bylaw.

### **4. RECOMMENDATION**

That the Committee:

1. **Agrees** to the release for public consultation the Statement of Proposal and the Control of Dogs Bylaw

Dave Gittings  
**Planning and Regulatory Manager**



## Draft Statement of Proposal

### Summary of Proposal to Review the Control of Dogs Bylaw

This statement of proposal discusses the proposed form of the Dog Control Bylaw review and recommends a draft reviewed bylaw to undergo the special consultation process as outlined within the Local Government Act 2002. The Local Government Act 2002 requires Council to consult with the community using the special consultative procedure prior to adopting a new, modifying or reviewing a Bylaw. Council officers have reviewed the Control of Dogs Bylaw and are of the view that a bylaw remains necessary for the reasons outline in the next section.

### Purpose of the bylaw

The purpose of the Control of Dogs Bylaw has not significantly changed since its adoption in 1997 and subsequent review n 2007 and includes but is not limited to the following:

- a) to promote the responsible management of dogs in public places
- b) to provide for the recreational needs of dogs and their owners
- c) to minimise the potential for dogs to cause harm, distress or nuisance to the community, animals and wildlife.

### Rationale for the bylaw

This statement of proposal is prepared pursuant to sections 83, 83AA, 86, and 155 of the Local Government Act 2002.

When the Local Government Act 2002 was passed, Parliament placed a requirement on all local authorities to review their bylaws by 30 June 2008 or within five years from the date of their making, whichever is the later. Once reviewed, the bylaws are to again be reviewed within a further 10 years. If a Bylaw is not reviewed in accordance with the Local Government Act 2002 it lapses after two years.

For the current Dog Control Bylaw 2011 this became eligible for review on 9<sup>th</sup> October 2017 and the review must be completed by 9<sup>th</sup> October 2019.

The review is a legislative requirement of the Local Government Act 2002 (LGA). Once reviewed, the bylaw will stay in force for another 10 years, unless reviewed earlier. The review involves publicly notifying the proposed Bylaw.

## What has changed from the 2007 Bylaw?

Council is not proposing any significant changes to the existing bylaw, the review has highlighted a few redundant clauses where the organizational structure has changed since 2007, the removal of unnecessary wordiness and the inclusion of new reserve areas where dogs are prohibited or must be on a leash.

## Your feedback is encouraged

Council encourages any person or organisation with an interest in the proposed Dog Control Bylaw to consider it and give feedback.

Copies of the full Statement of Proposal and the draft bylaw available from Council's website, [www.cdc.govt.nz](http://www.cdc.govt.nz), and at the Main Office 28 Holloway I Street, Carterton.

Council prefers that all submissions are in writing. They must be received at Council's office no later than **4pm on Friday 29th September 2017**.

**Note:** This section constitutes the Summary Statement of Proposal for the purposes of Section 83(1) (a) (ii) of the Local Government Act 2002.

## **Introduction**

This Statement of Proposal discusses the reviewed Control of Dogs Bylaw and recommends the draft bylaw to undergo the special consultation process as outlined within the Local Government Act 2002. The Local Government Act 2002 requires Council to consult with the community using the special consultative procedure prior to adopting/modifying or reviewing a Bylaw, even if after the review the Local Authority decides to continue the bylaw without any amendments.

This Statement of Proposal includes a draft copy of the reviewed Control of Dogs Bylaw, the reasons for the proposal; and a report of the relevant determinations by the Council under section 155 of the Local Government Act 2002.

The review is a legislative requirement of the Local Government Act 2002 (LGA). Once reviewed, the bylaw will stay in force for another 10 years unless reviewed earlier. The review involves publicly notifying the proposed bylaw.

The purpose of this bylaw is to balance the recreational needs of dogs and their owners with appropriate controls to minimise the potential for harm, distress or nuisance that may be caused by dogs within the district.

A draft of the proposed bylaw has been prepared by the Council for consultation in terms of section 86 and section 83 of the LGA 2002. The bylaw will be made by the Council using powers contained in sections 145 of the Local Government Act 2002. In accordance with section 86(2) of the LGA 2002 the Council, when making a bylaw, is required to include in the Statement of Proposal:

- (a) a draft of the bylaw proposed
- (b) the reasons for the proposed bylaw
- (c) a report of any relevant determinations by the Council under section 155 of the LGA 2002.

### **1. Draft of reviewed bylaw**

A draft of the reviewed Control of Dogs Bylaw 2017 is attached as **Appendix 1** to this Statement of Proposal.

### **2. Reasons for proposal**

Carterton District Council in 1997 elected to create a Control of Dogs Bylaw in order to balance the recreational needs of dogs and their owners with appropriate controls to minimise the potential for harm, distress or nuisance that may be caused by dogs.

The current Control of Dogs Bylaw 2007 has proved itself to be very effective at controlling the behavior of dogs and their owners in the district and accordingly only minor changes are being proposed in order to update the bylaw to better reflect the structure of the organisation, remove wordiness and update new reserve areas where dogs are prohibited or are required to be leashed.

## 2.1 Background/legislative framework

Section 155 of the Local Government Act 2002 sets out requirements for the making and reviewing of bylaws. In addition to the general provisions about decision making, the Council, when considering a bylaw, must:

- Determine whether a bylaw is the most appropriate way of dealing with the perceived problem or issue.
- Determine whether the bylaw is in the most appropriate form.
- Determine whether it gives rise to any implications under the New Zealand Bill of Rights Act 1990. If there are implications under that Act, the bylaw must be amended to remove any inconsistencies.

## 3. Relevant determinations under Section 155 LGA 2002

The requirements of section 155 have been considered.

A Bylaw is an effective and enforceable mechanism by which to deal with dog nuisances in the district. Accordingly it is an appropriate way to address a perceived problem.

The proposed bylaw is considered in the most appropriate form of bylaw and neither inconsistent with nor raises any implications with the New Zealand Bill of Rights Act 1990.

## 4. Distribution of Summary of Statement of Proposal

This proposal will be distributed in accordance with section 83 of the LGA 2002 on the following basis:

- a) The Council will advertise twice in the Wairarapa News advising that the proposal exists and inviting submissions.
- b) The Chief Executive and Mayor will encourage the media to take an interest in the matter and report the bylaw and supporting information as widely as possible.

## 5. Timetable for consultation

The following dates represent the key times in the consultation programme:

Wednesday 30 <sup>th</sup> August 2017	Council adopts first resolution of special consultative procedure
Wednesday 6 <sup>th</sup> September 2017	First advertisement in Wairarapa News
Wednesday 20 <sup>th</sup> September 2017	Second advertisement in Wairarapa News
Friday 29 <sup>th</sup> September 2017	Submissions close at 4pm
Wednesday by 8 <sup>th</sup> November 2017	Submissions heard by the Hearings Committee
Wednesday 22 <sup>nd</sup> November 2017	Council confirms Hearings Committee decision and adopts bylaw

Wednesday 29<sup>th</sup> November 2017

Public notice of final decision

Wednesday 1<sup>st</sup> December 2017

Bylaw comes into effect subject to above



## CARTERTON DISTRICT COUNCIL

### **Inspection of Documents and obtaining copies**

Copies of this proposal, the draft bylaw and the supporting reports may be inspected and a copy obtained, at no cost, from:

- a) Council offices at 28 Holloway Street, Carterton
- b) Council website – [www.cdc.govt.nz](http://www.cdc.govt.nz)

### **Right to make Submissions and be heard**

Any person or organisation has a right to be heard in regard to this proposal and the Council would encourage everyone with an interest to do so.

The Council prefers that all parties intending to make a submission set those submissions out in writing and submit them to the Carterton District Council, PO Box 9, Carterton 5743, no later than 4pm on Friday 29<sup>th</sup> September 2017. The Hearings Committee will then convene a hearing, which it intends to hold on Wednesday 8<sup>th</sup> November 2017 at which any party who wishes to do so can present their submission in person.

Equal weight will be given to written and verbal submissions.

The Council will permit parties to make verbal submissions (without prior written material) or to make a late submission only where it considers that special circumstances apply.

Every submission made to the Council will be acknowledged in accordance with the Act, will be copied and made available to the public and every submission will be heard in a meeting which is open to the public.

Section 82 of the Local Government Act sets out the obligations of the Council in regard to consultation and the Council will take all steps necessary to meet the spirit and intent of the legislation.

### **Making an Effective Submission**

Written submissions can take any written form (e.g. email, letter).

An effective submission makes reference to the clause(s) of the draft bylaw you wish to submit on, states why the clause is supported or not supported and states what change to the clause is sought.

Dave Gittings

**Manager Planning & Regulatory**

21/07/2016

**APPENDIX 1** Draft



## Control of Dogs Bylaw

### Short title

This bylaw is the Carterton District Council Dog Control Bylaw (2017)

### Purpose

The purpose of this bylaw is to balance the recreational needs of dogs and their owners with appropriate controls to minimise the potential for harm, distress or nuisance that may be caused by dogs.

The objectives of this bylaw are:

- a) to promote the responsible management of dogs in public places
- b) to provide for the recreational needs of dogs and their owners
- c) to minimise the potential for dogs to cause harm, distress or nuisance to the community, animals and wildlife.

### Interpretation

the Act	The Dog Control Act 1996
Continuous Control	Means the act of a dog being kept under the control of a person to prevent that dog causing a nuisance or a danger to other persons, animals, damage to property and includes a dog on a leash.
District	Means the Carterton District.
Leash	Means a lead which is capable of restraining the dog.
Person	Means the owner or such other person who has a dog in their possession or control.
Public Place	(a) means a place that at any material time, is open to or is being used by the public, whether free or on payment of a charge, and whether any owner or occupier of a place is

lawfully entitled to exclude any person or object from that place, and

- (b) Includes any aircraft, hovercraft, ship or ferry or vessel, train or vehicle carrying or available to carry passengers for reward.

Disability Assist Dog has the same meaning as section 2 of the Dog Control Act 1996 and generally means any dog certified to assist a person with a visual, hearing, mobility or other disability

### **Prohibited Public Places**

Dogs shall be prohibited in the areas of the District specified as:

- a) The children's play area of Carrington Park
- b) The children's play area of Howard Booth Park
- c) The public Swimming Baths in Pembroke Street
- d) The Landfill in Dalefield Road
- e) The children's play area of Bird's Park

Nothing in this clause shall apply to any disability assist dog or any dog which is used by the Police or any security guard in the course of their respective functions and duties and to any dog which is secure in or restrained on any vehicle.

### **Dogs in Public Places on a Leash**

Dogs shall, unless restrained on a leash, be prohibited in those areas of the District specified as:

- a) The Central Business area of Carterton in High Street from the Victoria/ Wakelin Street Intersection at the south end, terminating at High Street North, being the entrance of the Rugby grounds on the western side and the property currently occupied by Carterton Motors Ltd, on the eastern side, a distance of 106 metres from the Belvedere / Park Road intersection.
- b) Memorial Square
- c) Cemetery
- d) Camping Ground

### **Dogs in All Other Public Places**

In all public places other than those in which dogs are prohibited or required to be on a leash, dog owners must use or carry a leash and dogs must be under continuous control of a person at all times. Dogs found in a contravention of these Bylaws may be seized or impounded by an authorised officer forthwith.

### **Dog Exercise Areas**

No specific dog exercise areas are defined. There are sufficient open spaces around the district in parks and reserves and on low traffic rural road verges where it is appropriate for dogs to be exercised.

### **Minimum standards of Accommodation of Dogs**

The owner of any dog shall provide adequate accommodation for the dog. Kennels are to be provided on a hard surface, provide shelter from the elements and be free from dampness. Kennels are to be kept in a clean condition.

### **Dogs Causing or Becoming a Nuisance or Injurious to Health**

The owner of the dog or owner or occupier of any premises whereupon any dog or dogs are customarily kept shall take adequate precaution to prevent the dog or dogs or the keeping thereof from becoming a nuisance or injurious health.

If in the opinion of the Council's Dog Control Officer the dog or dogs or the keeping thereof on premises has become or is likely to become a nuisance or injurious to health, the Council, the Dog Control Officer or any person duly authorised on that behalf of the Council, may by notice, in writing require the owner or occupier of the premises within a time specified in such notice to do all or any of the following:

- a) Reduce the number of dogs kept on the premises.
- b) Construct, alter or reconstruct or otherwise improve the kennels or buildings used to house or contain dogs.
- c) Require such dog or dogs to be tied up or otherwise confined.
- d) Take such other action as the Council deems necessary to minimise or remove the likelihood of nuisance or injury to health.

Any person to whom notice is given under the preceding provisions of this clause who fails to comply with such notice within the time therein specified shall be guilty of an offence against this part of this bylaw.

### **Barking Dogs**

No owner of any dog in the district or owner, or occupier of any premises shall suffer or permit such dog to bark in such a manner or for such a period as to be persistent, loud barking or howling.

### **Defecating dogs and removal of faeces**

The owner of any dog that defecates in a public place or on land or premises other than that occupied by the dog owner shall immediately remove the faeces. This excludes working dogs being used to drive stock on roads, Police and security dogs, hearing ear dogs, guide dogs and companion working assistance dogs in the course of their functions and duties.

### **Restriction on Diseased Dogs**

Any dog which is infected with mange, distemper or other infectious disease, shall not be taken or lead in any public place.

### **Maximum number of Dogs within the Urban zone area**

No owner or any other person in charge of or in control of any dog shall keep, confine, control or harbour more than two dogs over the age of three months on any one property within the urban area of the Carterton District except with the written consent of the Council and in accordance with any conditions thereof.

Applications to keep more than two dogs on any one property in the urban area shall be in the form as contained in the first schedule hereto and subject to the payment of an administrative application fee approved by resolution of Council.

### **Offences and Penalties**

Every person who fails to comply with this bylaw commits an infringement offence under Schedule 1 of the Dog Control Act 1996 and may be served with an infringement notice and be liable to pay an infringement fee.

Every person who fails to comply with this bylaw commits an offence under section 20(5) of the Dog Control Act 1996 and is liable on conviction to the penalty prescribed by section 242(4) of the Local Government Act 2002.

*For the purpose of clarity, many matters not covered by this bylaw are already covered by the Dog Control Act 1996, and breaches of those matters can result in the issuing of infringement notices (otherwise known as instant fines). The amounts for these infringements range from \$100 to \$750 and are set out in the Act.*

### **Fees**

The structure of dog control fees will be aligned with the Annual Plan process each year. Council's policy measures on which Annual Plan consideration will be based will include.

Calculation of an average base charge reached by the total budgeted costs of dog control divided by the estimated number of dogs in the district.

- a) A 50% rebate for guide dogs / hearing ear dogs / companion working assistance dogs.
- b) Discount for neutered dogs in the urban ward, as a preventive measure in terms of dog temperament, dog control, reduced wandering dogs and indiscriminate breeding.
- c) Any other factors that have a direct bearing on the incidence of the spread of cost and administering the activity.
- d) Substantial penalty fee in accordance with section 37(2)(t) of the Dog Control Act 1996 in recognition of the effect on cash flows and collection costs of late payments.

### **Classification of Owners**

Owners will be classified in accordance with the fee structure as set under the Annual Plan, e.g. neutered dogs. Owners with dogs in the probationary, menacing, dangerous and disqualified category will be classified in accordance with the procedures in the Act.

### **Probationary Owners, Owners of Menacing Dogs & Disqualified Owners**

Under Sections 21 to 33F of the Dog Control Act:

These sections will be used as a method of last resort and having clearly notified any offending dog owner of the implications.

All such dogs classified as menacing by breed, as under the Dog Control Amendment Act 2003, shall be required to be neutered.

All such dogs classified as menacing by deed (dogs that are considered to pose a threat, because of observed or repeated behaviour), as under the Dog Control Amendment Act 2003, shall be required to be neutered.

### **Issuing Infringement Notices**

The Act provides for infringement notices for certain offences under the Act. Infringement notices can be served at the time of the offence on the owner as defined in the Act and generally the person in charge of the dog. The infringement requires an infringement fee to be paid or for the owner to request a court hearing in respect of the alleged offence. Infringement fees are set out under schedule 1 of this bylaw.

Each Authorised Officer of the Council will have delegated authority to issue infringement notices in accordance with sections 65 and 66 of the Act. Immediate issue of infringement notices will occur where cases warrant. In other instances infringement fees and notices will be issued as an intermediary step between having given the appropriate warning or notice and cases of summary prosecution through the District Court in serious or persistent cases.

Council will establish a Hearings Committee with delegated power to act for purpose of hearing and determining a request from any person issued with an infringement notice under the Act.

## SCHEDULE 1

### Infringement Offences and Fees

Section	Description of Offence	Infringement fee
18	Wilful obstruction of a dog control officer or ranger	750.00
19(2)	Failure or refusal to supply information or wilfully providing false particulars	750.00
19A(2)	Failure to supply information or wilfully providing false particulars about a dog	750.00
20(5)	Failure to comply with any bylaw authorised by the section	300.00
23A(2)	Failure to undertake dog owner education programme or dog obedience course (or both)	300.00
24	Failure to comply with obligations of probationary owner	750.00
28(5)	Failure to comply with effects of disqualification	750.00
32(2)	Failure to comply with effects of classification of dog as dangerous dog	300.00
32(4))	Fraudulent sale or transfer of dangerous dog	500.00
33EC(1)	Failure to comply with effects of classification of dog as menacing dog	300.00
33F(3)	Failure to advise person of muzzle and leashing requirements	100.00
36A(6)	Failure to implant microchip transponder in dog	300.00
41	False statement relating to dog registration	750.00
41A	Falsely notifying death of dog	750.00
42	Failure to register dog	300.00
46(4)	Fraudulent procurement or attempt to procure replacement dog registration label or disc	500.00
48(3)	Failure to advise change of dog ownership	100.00
49(4)	Failure to advise change of address	100.00
51(1)	Removal, swapping or counterfeiting of registration label or disc	500.00
52(A)	Failure to keep dog controlled or confined	200.00
53(1)	Failure to keep dog under control	200.00
54(2)	Failure to provide proper care and attention, to supply proper and sufficient food, water and shelter and to provide adequate exercise	300.00
54A	Failure to carry leash in public	100.00
55(7)	Failure to comply with barking dog abatement notice	200.00
62(4)	Allowing dog known to be dangerous to be at large un-muzzled or unleashed	300.00
62(5)	Failure to advise of muzzle and leashing requirements	100.00
72(2)	Releasing dog from custody	750.00



30 August 2017

## **REPORT ON DOG CONTROL POLICY AND PRACTICES – 2016/2017**

### **1. PURPOSE OF THE REPORT**

The purpose of this report outlines the dog control activities and practices related to the Carterton District Dog Control Policy

### **2. SIGNIFICANCE**

The matters for decision in this report are not considered to be of significance under the Significance and Engagement Policy.

### **3. BACKGROUND**

Section 10A of the Dog Control Act (1996) requires that a Territorial Authority must, in respect of each financial year, report on the administration of its dog control policy and its dog control practices. The type of information required will assist central government to build a database of national information and to assess national trends and developments with regard to dog control. Educational initiatives are being developed by central government. Collecting information from territorial authorities on a national level will enable central government to develop further guidelines or initiatives.

The report is attached as **Attachment 1**

### **4. RECOMENDATION**

That the Policy and Strategy Committee

- 1. Receives** the report
- 2. Adopts** the report on Council's Dog Control Policy and Practices for the period 1 July 2016 to 30 June 2017 under section 10A Dog Control Act 1996the attached option to lease be signed

Dave Gittings  
**Planning and Regulatory Manager**

**Attachments 1 – Report on Control Policy and Practices**

## Appendix 1

### **Report on the administration of Carterton District Council's policy and practices in relation to the control of dogs for the year 1 July 2016 to 30 June 2017**

Council has applied the Carterton District Council Dog Control Policy ("the Policy") when administering its policy and practices for the control of dogs.

The bylaw was made on 1<sup>st</sup> August 1997 and has been subject to a review on 18<sup>th</sup> September 2007 and adopted on 26<sup>th</sup> September 2007. Unless revoked or reviewed sooner, it shall be reviewed no later than 9<sup>th</sup> October 2017

Policy has provisions relating to the control of dogs in public places, which are enforceable under Part 4: Carterton District Council Control of Dogs Bylaw Amendment 2007.

There are no specific dog exercise areas defined as there are sufficient open spaces and parks around the district for appropriate exercise due to Carterton having an extensive rural community. However a rural public park where dogs can exercise off the leash has become popular with dog owners and poo disposal bags and a dog poo bin have been placed there. There are dog prohibited areas which are well signposted. Dogs in specified public places and CBD must be on a leash at all times. Carterton District Council provides Doggy Doo Dumpster bins near dog exercise areas and in urban streets. Council Officers monitor these areas to ensure compliance.

Fees and charges are reviewed annually and set by Council resolution. Council's funding policy for animal control is that 80% of the total costs are met by dog registration fees and 20% from rates.

Council provides dog owners with information regarding education programmes and obedience courses and offers dog owners a discount on registration fees for neutered/spayed dogs. Council promotes dog owner education through their locally designed pamphlet 'Animal & Dog Control,' dog owner education pamphlets by J. Payne and promotes the NZIACO website to dog owners for advice. Council promotes the local Dog Obedience and Kennel Club and a local Dog Obedience Trainer. Carterton Dog Control have adopted Christchurch City Council's Dogsmart Education programme and is implementing it in our local schools. It has been presented in the local Carterton library during the school holiday programmes.

With regard to offences and penalties, Council's policy is to approach each incident on a case by case basis and to use infringement notices for minor offences. Council's policy is to adhere to the provisions of the Dog Control Act 1996 as closely as possible, where an attack has occurred.

Council has adopted the 'Assessment Matrix' for prosecution decisions.

Under the Carterton District Council Control of Dogs Bylaw Amendment 2007, owners with more than two dogs within an urban area must obtain a permit through an application to Council. The Council Dog Control Officer inspects the property for suitability for housing and controlling dogs,

interviews the dog owner and considers any previous history. Submissions in writing are sought by affected neighbours.

Number of registered dogs	2715
Number of probationary owners	0
Number of disqualified owners	0
Number of dogs classified as dangerous under Section 31	1
▪ s.31 1(a) due to owner conviction	0
▪ s.31 1(b) due to sworn evidence	0
▪ s.31 1(c) due to owner admittance	1
Number of dogs classified as menacing under Section 33A	17
▪ s.33A 1(b)(i) observed or reported behaviour	8
▪ s.33A 1(b)(ii) characteristics associated with breed	0
Number of dogs classified as menacing under Section 33C	9
Number of infringement notices issued for – failing to register a dog.	58
Number of infringement notices issued for – failure to implant microchip transponder	0
Number of infringement notices issued for – failure to keep dog under control	1
Number of infringement notices issued for – failure to keep dog controlled or confined	11
Number of infringement notices issued for – failure to comply with bylaw	0
Number of infringement notices issued for – failure to comply with effects of classification	2
Number of Dog Related Complaints	400
Dog Bites On People	3
Dog Bites On Animals/Stock	12
Dog Rushing	16
Dogs Barking	73

Dogs Wandering	114
Dog Welfare	11
Dogs Lost	56
Dogs Found	62
Dogs Impounded	63
Dogs Sold To New Owner	5
Dogs Surrendered To Other Organisations for rehoming	4
Dogs Illegally Removed from Pound	0
Dogs Destroyed	8
Dogs Returned To Owner	46
Number of prosecutions	1



30 August 2017

## **Proposal to Instigate a District Plan Design Guide Revision for the Central Business District.**

### **1. PURPOSE OF THE REPORT**

The purpose of this report is for the Committee to agree to a review of the Carterton Town Centre Design Guidelines

### **2. SIGNIFICANCE**

The matters for decision in this report are not considered to be of significance under the Council's Significance and Engagement Policy.

### **3. BACKGROUND**

In the recent past there has been a considered effort to assist building owners in their responsibilities to assess and remediate their buildings in accordance with earthquake Policy/Legislation.

For those buildings identified as earthquake prone, the date for completion of remediation works is 2021. There have been a number of fruitful conversations with CBD building owners in regards to the demolition and reconstruction of their buildings prior to the 2021 cut-off date.

### **4. DESIGN GUIDE**

The current town centre design guidelines are attached (**Attachment 1**).

The current guidelines may be something that is acceptable and to be continued with. However, there is an opportunity to re-examine the guidelines for their suitability balancing the community's view of what the CBD should look like with the flexibility for business owners to develop the CBD for future growth of Carterton.

One example of this may be the setback rule. It has been suggested that setbacks on the eastern side of High Street to allow for garden areas outside shop fronts may be desirable. Setbacks under the current design guidelines are to be actively discouraged [34.1.3(b)].

Due the design guides being part of the Combined District Plan, there is a substantive consultation period required if changes were to be made. Further, if alternative designs guides are opened up then completing this review now provides ample time for business owners to consider what would best suits their future business.

**5. RECOMMENDATION**

That the Policy and Strategy Committee

- 1. Agrees** to a review of the Carterton Town Centre Design Guidelines

Dave Gittings

**Planning and Regulatory Manager**

**Attachment 1 - Current Town Centre Design guidelines are attached**

## 34 APPENDIX 7 – CARTERTON TOWN CENTRE DESIGN GUIDELINES

### 34.1.1 Introduction

Carterton is situated 14 kilometres south of Masterton. It is named after Charles Rooking Carter. Originally the name 'Cartervale' was mooted. Carter was born in England and worked as an actor, an artist and served an apprenticeship as a carpenter before emigrating to New Zealand in 1850. He had worked on the Parliament building at Westminster and brought some of his patterns and used them on the Parliament House designed by William Mason for Wellington. He also built some of the first seawalls in Wellington and the first bridge over the Waiohine. The Carter Observatory in Wellington's Botanical Gardens is named after him.

The town evolved through the linking of the three settlements of Three Mile Bush, Belvedere and Clareville. Prior to 1857, the government bought sections of 60 acres or more between Greytown and Masterton, known as the Taratahi Plain block. However, most of the block fronting the Three Mile Bush road was allocated to absentee landlords and that hindered development of any settlement. The government bought the land north of the Waiohine and east of the Three Mile Bush road and south of what is now Park Road about 1856.

Where the town is now and down Belvedere Road (then Hookers Line) there were some businesses set up but it was not until the railway line and station were established in 1879 that the area became central to the town. In addition, the establishment in 1874 of Booth and Co sawmillers who had been in Ohariu Valley and had timber yards in Wellington was significant. The firm bought out several small sawmills and purchased large blocks of timbered land. By 1875, the town had established a Town Board and the borough was constituted in 1887.

There are a number of landmark buildings and sites on High Street. These include Wakelin's Mill; Carrington Park and the Band Rotunda; the Marquis of Normanby hotel; the Clock Tower; Memorial Square, the Westpac Bank. These are important "punctuations" on the Street. The hotel and bank are located on prominent corner locations. These buildings are either registered under the Historic Places Act 1993 or are listed on the District Plan as places of local historic importance. The District Plan regulates alteration or removal of these buildings.

### 34.1.2 Design Guide

#### (a) Aim

The aim of the Design Guide is to outline design principles for the design of buildings in the Central Business District (CBD) of Carterton. The intention is to generally help maintain the character of the area and ensure that any new work compliments and relates with the existing. This Design Guide provides guidelines for the maintenance and repair of existing buildings, for the construction of additions and alterations to existing buildings and for new development. The guide addresses visual rather than functional attributes of buildings.

**(b) Objectives**

The Guide's objectives are:

- To encourage increased community awareness of the heritage, visual and environmental qualities of the area and to promote community involvement;
- To protect and conserve buildings and structures to help enhance and retain the established character of the areas;
- To promote the town as an economic destination for locals and visitors;
- To retain as appropriate the historic character of the CBD;
- To encourage the development of the town centre as a focus of community activity and a place of public use;
- To ensure that new development is compatible with the scale, visual, aesthetic and functional attributes of existing buildings.

**(c) Application and Implementation**

Certain development within the Character Area will be managed to ensure the amenity values currently existing within the area are not degraded to the detriment of Carterton. The Character Area applies to the following street frontages:

- High Street (SH2) left hand side extending from Pembroke Street to and including 161 High Street North;
- High Street (SH2) right hand side extending from Holloway Street to and including 158 High Street North;
- Memorial Square – north facing frontage extending from High Street to and including 20 Memorial Square;
- All corner frontages intersecting High Street within the Character Area.

These guidelines shall apply to any development, construction, alteration or addition to building frontages (including decoration), or demolition of building frontages (provided demolition is accompanied by erection of new frontages) within this Character Area.

The District Plan provides for certain types of development within the Character Area as a Controlled Activity subject to meeting defined criteria relating to design and appearance. Where activities may not meet these criteria, they become Restricted Discretionary Activities over which Council has restricted its discretion to the intent of this Design Guide.

The application and implementation of the District Plan rules and this Design Guide is to therefore encourage building owners to conform to common design principles when undertaking development activities on buildings within the Character Area.

**34.1.3 Design Guidelines**

This Guide does not require replication of historic buildings and past architectural styles but encourages the use of design elements, scale and proportion, to enhance the character of the area and emphasise historic qualities.

The design of new buildings should be in harmony with the existing buildings and forms. Consideration must be given to roof type and pitch, the verandah and the rhythm of its supports and the proportions of windows and other openings.

Alterations and additions to existing buildings should not detract from the character of the building. They should compliment the original building and be sympathetic to the style and character of that building. The siting of an addition should reflect the style and character of the older building. The scale and massing of new works must recognise the scale and massing of the original.

When altering or adding to an existing building, the opportunity should be taken where possible to modify existing additions which are not sympathetic to the heritage character of both the building and the surrounding area.

The architectural or building components listed below are essential elements to ensure the historic character of the CBD is retained.

**(a) Landscaping**

The CBD has already been invested with a number of kerbside garden areas and of course its ubiquitous hanging baskets. These are successful. Their continuation and general maintenance will be encouraged and serviced by the District Council on an ongoing basis.

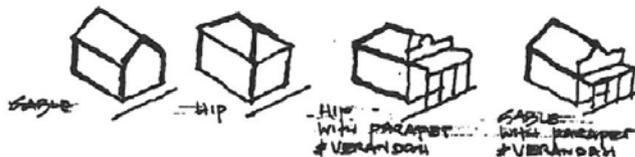
**(b) Site Planning**

Setbacks from the existing street frontage line should be discouraged. Where buildings may occupy more than one section, they should incorporate design elements such that they appear no wider than those implied by traditional section widths. The scale of the façade and of subdivisions must be considered. Larger buildings should attempt to recreate the narrow scale of original buildings through the treatment of façade or roof structures.

**(c) Building Form including Roofs**

A prime consideration is the retention and/or promotion of the current building form characteristics, especially in terms of shape, scale and proportion. Shop fronts must be contiguous; parapets and verandahs should disguise constructional form in a traditional manner. The most prominent and appropriate roof types are those with a high pitch and either a gable or hip form. Early buildings of the area use these simple roof types. More complex roof types are typically combinations of these basic forms.

Buildings should be limited to two storeys in height, except on corner sites (see below). The addition of a storey to any single storey building must, where practicable, use the original building roof or its form and direction. The roof form and pitch should at least match or closely resemble the existing. A repetition of eaves and projections enables the new roof form to relate to the existing roof.



**(d) Corner Sites**

Buildings on corner sites are allowed to be up to four storeys in height. Corners should be turned by an appropriately designed angled face to the corner, with preferably a principal entrance to the premises located on this angle. On occasion, a modest tower structure or other signalling device (but not a commercial sign) may be appropriate.

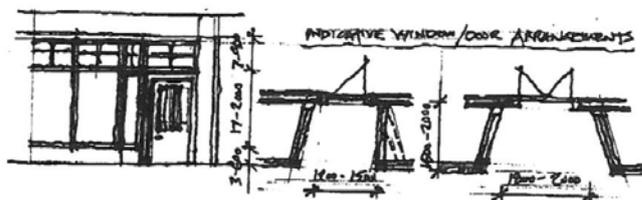
**(e) Parapets**

On the street frontage, gable ends are typically and traditionally covered by parapets, some plain, some decorated. The parapet disguises the gable end and provides opportunity for decoration, signage and interesting forms to be created. Parapet walls are traditionally stepped and symmetrical. Parapets are required on both single and two storey buildings (see examples below):

**(f) Facades / Entrances / Display Windows**

The principles of façade composition include directions with regard to window and door size, shape and type; proportions of window areas to walls; alignments of doors, windows, heads and sills; subdivisions of doors and windows. The size and proportion of existing openings (windows and doors) should be reflected in new works.

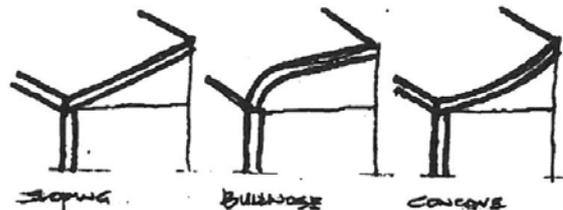
There must be entrances to all buildings on High Street from the High Street subject to traditional setback entrance forms. Glazing sizes and their extent should follow traditional forms, which generally do not include full height windows. Typically such forms include a sill and lintel supporting a window that is no less that 60 % of the total frontage area. Security grills, roller doors, sliding doors where required should be retractable or removable and not an obtrusive feature of the façade.



**(g) Verandahs**

Verandahs are an important feature of the streetscape. They enclose the footpath, provide shelter and protect building entrances. The design of verandahs must follow traditional forms (angled, curved, bullnose). They must include appropriate posts set close to the street edge. The spacing of posts must be designed to complement existing spacing and rhythm.

The underside of verandahs should not be lined, allowing the structure to be seen and giving more height and visual interest. Lighting should be sympathetic to traditional scale and design and wiring should be located discreetly. The extension of an existing verandah may be used to integrate the new works with the existing building.



**(h) Signage**

Signs are recognised as essential to any business advertising but must not be used indiscriminately or with the effect of obscuring or destroying a building's character. The size, shape, and extent of signs should be of a form that is recognisably traditional. Signage should be located on and within parapets and verandahs only. Signage may be located above verandahs but within parapet height, and may also be suspended within verandahs.

All signs must be sympathetic in scale, colour and design with amenities and historical qualities of the area. They should be made or constructed in a neat and durable manner and using appropriate materials. Support brackets shall be integral to the signage design.

**(i) Materials and Details**

The materials used in new construction should match as closely as possible to those used in the existing building. Elements to consider include size, style and type of finish.

The re-use of early materials, decorative features, door and windows in new works is encouraged.

Traditional construction materials in recognisably traditional forms should be encouraged, that is - timber, glass, cast iron. Use of other materials should be in a manner that does not detract from the amenity values within the Character Area. Where decoration and architectural features are used, they should follow the characteristic forms and details of the existing buildings.

**(j) Colour**

Colours being selected for buildings within the Character Area should generally be consistent with the range of heritage colours (Aalto Paints) as approved by the New Zealand Historic Places Trust. Colours should be selected in any combination from this palette and where appropriate be harmonious with existing buildings.





17 August 2017

## **Proposal for the establishment of a Regional Climate Change Working Group.**

### **1. PURPOSE OF THE REPORT**

The purpose of this report is for the Committee to consider the proposal to establish a Regional Climate Change Working Group; and to appoint two representatives (a representative and an alternate) to act as Climate Change Action Leader/s and represent this Council on the Working Group.

### **2. SIGNIFICANCE**

The matters for decision in this report are not considered to be of significance under the Council's Significance and Engagement Policy.

### **3. BACKGROUND**

On Monday 7 August 2017, a report was presented by NIWA to a meeting of the Chair of the Greater Wellington Regional Council (GWRC) and Mayors of City and District Councils in the Greater Wellington Region, and subsequently released to the public and media.

The report is titled 'Climate change and variability - Wellington Region'. It describes the climatic changes which may occur across the region over the rest of this century, with snapshots at 2040 and 2090. The resolution at which the information is presented (i.e. climate change mapping) sets this report apart from any others that have preceded it. There has never been a report with such detailed information available for the Wellington region.

Impacts for the Wellington Region include:

- Autumn is likely to warm the most out of all seasons.
- Annual temperature increases of up to 1°C by 2040 and up to 3°C by 2090.
- Reduction in spring rainfall of up to 15% for eastern areas by 2090.
- Increased risk of drought in Wairarapa.
- Some areas may experience 70 more hot days (>25°C) per year by 2090.

Implications of those impacts include:

- Warmer temperatures may allow different crops to be grown.
- More droughts may limit pasture production and crop growth.

- Sea level rise may impact coastal communities and infrastructure.
- Changes to river flow and rainfall may have an impact on native biodiversity.
- Current water supplies may be under pressure if there is no additional storage.

The full report, a summary document and explanatory video are all available at [www.gw.govt.nz/climatechange](http://www.gw.govt.nz/climatechange).

At the same meeting on Monday 7 August 2017, a proposal was made by GWRC to establish a Regional Climate Change Working Group with members from all councils in the region, to enable a regional response to climate change issues, including the implications outlined in the NIWA report. There was unanimous support for this.

## **4. PROPOSED CLIMATE CHANGE WORKING GROUP**

### **4.1 Reasons for proposal of Regional Climate Change Working Group**

The reasons for proposing a Regional Climate Change Working Group are as follows:

- Most local authorities in the region have their own strategies, including mitigation strategies (focused on reducing greenhouse gas emissions) and adaptation plans (focused on adapting to impacts such as sea level rise). Those strategies reflect councils' responses to their local needs.
- There are benefits to sharing ideas, policies and strategies among councils in the region, and identifying where councils can collaborate for more effective action, where appropriate. The regional approach could provide support for individual councils addressing issues such as sea level rise and coastal hazards.
- It would allow advocacy to central government from a strong regional base, and provide a single forum for central government to connect with.
- It would allow the full range of skills and capabilities in local authorities in the region on climate change issues and natural hazards to be aligned to best effect, in a way that could reduce demands on individual councils.
- Work progressed under the Natural Hazards Management Strategy can be reported to the regional working group
- It could assist individual councils in preparing for their 2018/28 Long Term Plans, enabling consistent information to be applied when considering infrastructure investment (e.g. roading, water, wastewater and stormwater).
- There could be benefits in looking at how various regional strategy documents contribute to mitigation and adaptation responses to climate change, for example:
  - Regional Land Transport Strategy
  - Wellington Region Waste Management and Minimisation Plan
  - Regional Natural Hazards Management Strategy.
- There could be opportunities for engagement with key regional stakeholder groups which have interests and expertise in climate change mitigation and/or adaptation.

## 4.2 Proposed membership and arrangements

It is proposed that the core membership of the Regional Climate Change Working Group include:

- Greater Wellington Regional Council
- Wellington City Council
- Hutt City Council
- Upper Hutt City Council
- Porirua City Council
- Kapiti Coast District Council
- Masterton District Council
- Carterton District Council
- South Wairarapa District Council.

The Regional Working Group may choose to have meetings with wider government, business and NGO representatives on specific themes, for example:

- Transport
- Forestry
- Water
- Coastal effects
- Insurance
- Adaptive policy pathways planning.

The Regional Climate Change Working Group would be supported by an Officers' Mitigation Group (new) and Officers' Natural Hazards Management Strategy Group (existing).

The Regional Climate Change Working Group could take a regional leadership role in regard to climate change mitigation and adaptation, and considering the regional implications of significant reports and their recommendations. Examples of such reports include:

- LGNZ Climate Change Declaration 2017
- GLOBE-NZ Net Zero New Zealand, Scenarios to achieve domestic emissions neutrality by the second half of the century
- PCE Preparing New Zealand for Rising Sea Levels", November 2015.

It is envisaged that the arrangements for the Working Group would be as follows:

- It would be a collaborative Working Group of the councils of the region, not a formal Joint Committee. Recommendations of the Working Group would be considered by each council.
- It would support and build on existing mechanisms, not duplicate them, with any changes to planning documents being done as part of their natural review cycles.

- The workload would be shared across the councils of the region, subject to agreement with the Chair/Mayors and CEs.
- It would seek to reduce net workload on councils, e.g. by collaboration across councils to prepare joint submissions on central government policy proposals, rather than each council having to produce its own submission.

#### 4.3 Scope and principles for proposed terms of reference

The Terms of Reference for the Regional Climate Change Working Group could be based on the following:

##### Scope

Mitigation (reducing emissions) and adaption (adapting to impacts such as sea level rise) issues to climate change and the Regional Natural Hazards Management Strategy, including its guidelines for action in key areas like coastal hazard management.

##### Principles

**Empowering** by supporting individual council's needs, for example:

- providing a platform for local authorities to share knowledge and build capacity
- enabling initiation of joint projects/initiatives/campaigns that impact on, or require the active involvement of more than one local authority
- Input to central government policymaking on climate change mitigation and adaptation including consideration of a possible National Policy Statement (NPS) on natural hazards and/or sea level rise, and the implications this has for planning, both local and regional.

**Collaborating** by providing coordination of initiatives that are effective at the regional level where that will add value, for example:

- research across local authorities on climate change impacts and implications
- ensuring consistent, integrated and coherent messaging for climate change-related outreach and awareness-raising activities
- advocacy to central government.

**Action** focused by providing practical recommendations for implementation within a timeframe that meets councils' needs, for example:

- identifying a coherent regional pathway for reducing greenhouse gas emissions e.g. by articulating these via a Regional 2050 calculator<sup>1</sup>.

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<sup>1</sup> A 2050 calculator is essentially a website that enables users to explore how energy and transport choices will shape a population's emissions footprint. Users vary 'levers' that affect how energy is used and produced – e.g. improving public transport, increasing the amount of electric vehicles on the road or the amount of renewable energy being produced. The calculator will help users understand what changes can be made between the present time and 2050 to enable the region to transition to a low carbon economy. A calculator of this type was recently developed by the National Energy Research Institute (NERI) and Enspiral for the Wellington City Council and is online at <http://climatecalculator.org.nz/>. GWRC have done preliminary modelling work to develop a 2050 Pathways calculator for the Wellington region and the next step is to work with other councils and stakeholders to test the assumptions and develop the optimal configuration of the calculator.

**Providing leadership** on regional challenges and opportunities for climate change mitigation and natural hazards management. This approach would be consistent with that set out in the LGNZ Local Government Leaders Climate Change Declaration 2017.

## 5. NEXT STEPS

It is proposed that the next steps would be:

1. Councils each nominate two representatives (a representative and an alternate) to act as Climate Change Action Leader/s and represent this Council on the Working Group.
2. GWRC will convene the Regional Climate Change Working Group to prepare recommended Terms of Reference.
3. The Climate Change Action Leaders will seek the agreement of their councils to the recommended Terms of Reference.
4. GWRC will convene a meeting with relevant officers from each Council to establish the new officers level Mitigation (emissions reduction) Group.
5. Once all councils have agreed the Terms of Reference, GWRC will formally convene the Working Group to commence its task by agreeing priorities and a work plan.
6. The Working Group will meet every three months.
7. A schedule for the quarterly meetings will be determined with a different council hosting each meeting.
8. The Climate Change Action Leader/s will keep their councils informed of progress.
9. The Working Group will report to councils after one year.

## 6. RECOMMENDATION

That the Committee:

1. **Receives** the report.
2. **Notes** that the Proposed Regional Climate Change Working Group is proposed to address mitigation (reducing emissions) and adaption (preparing for impacts such as sea level rise) issues, and is the group to which work progressed via the Regional Natural Hazards Management Strategy is reported. The proposal to establish the working group is a response to the NIWA report: "Climate change and variability - Wellington", August 2017.
3. **Agrees** to appoint ..... and ..... (as alternate) as Climate Change Action Leader members of the Regional Climate Change Working Group.
4. **Notes** that recommended Terms of Reference for the Regional Climate Change Working Group will be brought back to the Council for agreement prior to the Working Group proceeding.

Jane Davis  
**Chief Executive**



**The minutes of the Policy and Strategy Committee Meeting of the  
Carterton District Council held in the Hurunui o Rangi Meeting Room at the  
Carterton Events Centre, 50 Holloway Street, Carterton  
on Wednesday 7 June 2017 at 1.00pm.**

**Present:** Cr R Carter (Chair)  
Mayor J Booth, Deputy Mayor R Keys, Cr B Deller, J Greathead, G Lang,  
T O'Callaghan and R Vergunst

**Attendance:** J Davis (Chief Executive)  
D Gittings (Planning and Regulatory Manager)  
S Robertson (Resource Consent Planner and Policy Advisor)  
H Burgess (Executive Assistant)

**1. Apologies**

**Moved**

An apology was received from Cr M Ashby.

Mayor Booth / Cr O'Callaghan  
CARRIED

**2. Conflict of Interest**

There was no conflict of interest declared.

**3. Public Forum**

There were no speakers for the Public Forum.

**4. Notification of General Business / Late Items**

There was no General Business or late items.

Cr Greathead arrived 1.05pm

**5. Asset Management Planning**

**Purpose**

To adopt the proposed policy and strategy to be applied to Council's 2017 Asset Management Plans (AMPs).

**Moved**

**That the Committee** receives the 7 June 2017 report on Carterton District Council's proposed asset management policy and strategy

Cr O'Callaghan / Mayor Booth  
CARRIED

**Moved**

**That the Committee** adopts the proposed policy and strategy for preparation of Carterton District Council's 2017 AMP's ahead of, and as a key input to, Councils draft 2018-28 Long Term Plan and associated Infrastructure Strategy.

Crs O'Callaghan / Greathead  
CARRIED

**6. Policy Review: Waiver of Resource Consent Fees for Heritage Buildings**

**Purpose**

For the Committee to update the Waiver of Resource Consent Fees for Heritage Buildings policy.

**Moved**

**That the Committee** adopts the attached updated policy on the Waiver of Resource Consent Fees for Heritage Buildings.

Crs Greathead / Lang  
CARRIED

**7. Policy Review: Exemption of Spa Pool from requirements of Fencing of Swimming Pools Act.**

**Purpose**

For the Committee to rescind the Exemption of Spa Pool from Requirements of Fencing of Swimming Pools Act 1987 policy.

**Moved**

**That the Committee** receives the report

Crs Vergunst / Greathead  
CARRIED

**Moved**

**That the Committee** rescinds the attached policy of Exemption of Spa Pool from Requirements of Fencing of Swimming Pools Act 1987.

Crs Greathead / Vergunst  
CARRIED

**8. General Business / Late Items**

There was no General Business or late items.

**9. Confirmation of the minutes**

**Moved**

**That** the minutes of the Policy and Strategy Committee meeting held on Wednesday 26 April 2017 be confirmed.

Crs Greathead / Deller  
CARRIED

**10. Matters Arising from Minutes**

There were no matters arising from the minutes from the 26 April 2017.

**The meeting concluded at 1.20pm**

**Minutes confirmed.....**

**Date.....**

