

Notice of Meeting:

I hereby give notice that an ordinary meeting of the Dunedin City Council will be held on:

Date: Wednesday 30 October 2024
Time: 10.00 am
Venue: Council Chamber, Dunedin Public Art Gallery, The Octagon,
Dunedin

Sandy Graham
Chief Executive Officer

Council
PUBLIC AGENDA

MEMBERSHIP

Mayor
Deputy Mayor

Mayor Jules Radich
Cr Cherry Lucas

Members

Cr Bill Acklin	Cr Sophie Barker
Cr David Benson-Pope	Cr Christine Garey
Cr Kevin Gilbert	Cr Carmen Houlahan
Cr Marie Laufiso	Cr Mandy Mayhem
Cr Jim O'Malley	Cr Lee Vandervis
Cr Steve Walker	Cr Brent Weatherall
Cr Andrew Whiley	

Senior Officer

Sandy Graham, Chief Executive Officer

Governance Support Officer

Lynne Adamson

Lynne Adamson
Governance Support Officer

Telephone: 03 477 4000
governance.support@dcc.govt.nz
www.dunedin.govt.nz

Note: Reports and recommendations contained in this agenda are not to be considered as Council policy until adopted.

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1 OPENING

Poutama Prabhuji will open the meeting with a prayer on behalf of the Hare Krishna group.

2 PUBLIC FORUM

At the close of the agenda no requests for public forum had been received.

3 APOLOGIES

An apology for lateness has been received from Mayor Jules Radich.

That the Council:

Accepts the apology for lateness from Mayor Jules Radich.

4 CONFIRMATION OF AGENDA

Note: Any additions must be approved by resolution with an explanation as to why they cannot be delayed until a future meeting.

DECLARATION OF INTEREST

EXECUTIVE SUMMARY

1. Members are reminded of the need to stand aside from decision-making when a conflict arises between their role as an elected representative and any private or other external interest they might have.
2. Elected members are reminded to update their register of interests as soon as practicable, including amending the register at this meeting if necessary.
3. Staff are reminded to update their register of interests as soon as practicable.

RECOMMENDATIONS

That the Council:

- a) **Notes/Amends** if necessary the Elected Members' Interest Register attached as Attachment A; and
- b) **Confirms/Amends** the proposed management plan for Elected Members' Interests.
- c) **Notes** the proposed management plan for the Executive Leadership Team's Interests.

Attachments

	Title	Page
↓A	Elected Members Interest Register	6
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Council Interest Register 22 October 2024				
Councillors are members of all committees				
Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
Mayor Jules Radich	Shareholder	Izon Science Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Taurikura Drive Investments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Golden Block Developments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Cambridge Terrace Properties Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Southern Properties (2007) Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Arrenway Drive Investments Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Golden Centre Holdings Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	IBMS Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Raft Holdings Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Otago Business Coaching Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Effectivise Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Athol Street Investments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Allandale Trustee Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Aberdeen St No2 Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Road Safety Action Plan	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	100% Shareholder/Director	Panorama Developments Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Hospital Local Advisory Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Council of Social Services (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Tertiary Precinct Planning Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Tertiary Sector Steering Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Local Government New Zealand (Zone 6 Committee) (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Member	Connecting Dunedin (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Bill Acklin	Shareholder/Director	Dunedin Brokers Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	APRA - AMCOS	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Entertainer	Various functions	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Strath Taieri Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Casual Employee	Insulmax	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Craigieburn Reserve Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Toitū Otago Settlers Museum Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Sophie Barker	Director	Ayrmed Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Various publicly listed companies	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Property Owner	Residential Property Owner - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Beneficiary	Sans Peur Trust (Larnach Castle)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Mentor	Business Mentors NZ	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Volunteer	Blue Penguins Pukekura	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Vegetable Growers Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Dunedin Heritage Fund (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Gasworks Museum Trust (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Otaru Sister City Society (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Hereweka Harbour Cone Trust (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Deputy Chair	Dunedin Food and Drink Tourism Story Group	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Te Ao Tūroa Partnership (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Connecting Dunedin (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr David Benson-Pope	Owner	Residential Property Ownership in Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee and Beneficiary	Blind Investment Trusts	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Member	Yellow-eyed Penguin Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	New Zealand Labour Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Heritage Fund (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Public Art Gallery Acquisitions Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Museum Trust Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Christine Garey	Trustee	Garey Family Trust - Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Women of Ōtepoti	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member (alternate)	Grow Dunedin Partnership (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Museum Trust Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Sophia Charter (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Study Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Ashburn Hall Charitable Trust Board	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	St Paul's Cathedral Foundation (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Theomin Gallery Management Committee (Olveston) (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Kevin Gilbert	Owner	Gipfel Limited - Bakery	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Schlubert Trust - Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Schlup Family Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	BNI	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Business South	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Air New Zealand	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Kevin Gilbert and Esther Gilbert Partnership - Residential Rental Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Biddies Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Advisors	Ronald McDonald House Supper Club Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Member	Dunedin Fair Trading Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Local Government New Zealand (Zone 6 Committee) (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member (alternate)	Otago Regional Transport Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Toitū Otago Settlers Museum Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Keep Dunedin Beautiful (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Settlers Association (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Saddle Hill Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chair	Food Equity and Education Dunedin (FEED) Charitable Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	National Industry Advisors Group Food and Beverage (Workforce Development Council)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Connecting Dunedin (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Carmen Houlahan	Owner	Residential Property - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Rental Property - North Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Part Owner	Adobe Group Ltd, Wanaka	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Rotary Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Institute of Directors	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Property Investors Association	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Public Art Gallery Society (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Public Art Gallery Acquisitions Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Creative Dunedin Partnership (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	KBCLR Family Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Theatre Trust (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Marie Laufiso	Property Owner	Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Moray Place Community Building Trust - Trust Owner of Property 111 Moray Place	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Chair	Otago Mental Health Support Trust	Potential grants applicant which would result in pecuniary interest. Duty to Trust may conflict with duties of Council Office	Do not participate in consideration of grants applications. If the meeting is in public excluded, to leave the room.
	Member	Women of Ōtepoti Recognition Initiative	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Family Member	Staff member a relative	Potential conflict depending on level of staff member involvement	Managed by staff at officer level if a perceived conflict of interest arises.
	Trustee	Corso Ōtepoti Dunedin Trust	Potential grants recipient	Withdraw from discussion and leave the table. If in public excluded leave the room. Seek advice prior to the meeting.
	Member	Dunedin Manufacturing Holdings Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Secretary	BIAS Charitable Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Dunedin Branch Treasurer	P.A.C.I.F.I.C.A Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Secretary	Dunedin Abrahamic Interfaith Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee and Secretary	Refugee Support Group	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Dunedin Former Refugee Steering Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Social Wellbeing Advisory Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	District Licensing Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Grants Subcommittee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Cherry Lucas	Trustee	Otago Farmers Market	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago A & P Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Henderson Lucas Family Trust - Residential Dunedin Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	NZ Institute of Chartered Accountants	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Museum Trust Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Chinese Garden Advisory Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Toitū Otago Settlers Museum Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Local Government New Zealand (Zone 6 Committee) (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member (alternate)	Grow Dunedin Partnership (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Taiari Airport Trust (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Member	Mosgiel Taieri Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Te Poāri a Pukekura Partnership (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Mandy Mayhem	Chairperson	Waitati Hall Society Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Blueskin News Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Co-ordinator	Waitati Market	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Co-ordinator	Emergency response group, Blueskin area	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	FENZ Local Advisory Committee for Otago	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Waitati Music Festival Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Blueskin Bay Amenities Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Blueskin A & P Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Keep Dunedin Beautiful (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Zone Representative and Board Member	Keep New Zealand Beautiful	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Coastal Community Cycleway Network	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	West Harbour Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Disability Issues Advisory Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Property Owner	Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Social Wellbeing Advisory Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Jim O'Malley	Owner	Biocentrix Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Residential Property Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Ayrmed Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Northern AFC	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Ocho Newco Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Ice Sports Dunedin Incorporated (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Connecting Dunedin (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Member	Dunedin Hospital Local Advisory Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Regional Transport Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Okia Reserve Management Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Tertiary Precinct Planning Group (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Waikouaiti Coast Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Lee Vandervis	Director	Lee Vandervis, Antonie Alm-Lequeux and Cook Allan Gibson Trustee Company Ltd - Residential Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Bunchy Properties Ltd - Residential Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Vandervision Audio and Lighting - Hire, Sales and Service Business	May contract and provide service to DCC	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Member	District Licensing Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Okia Reserve Management Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Steve Walker	Trustee	Dunedin Wildlife Hospital Trust	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Member	Orokonui Ecosanctuary	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Member	Society of Beer Advocates	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	New Zealand Labour Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Port Chalmers Historical Society	Potential grants recipient	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Residential Property - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Various publicly listed companies	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	NZ Sea Lion Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Edinburgh Sister City Society (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Justice of the Peace		No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Predator Free Dunedin	No conflict	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Predator Free Dunedin (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Brent Weatherall	Member	Urban Access	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Owner	Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Business George Street, Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Brent Weatherall Jeweller Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Weatherall Trustee Company	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Residential Rental Properties	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Craigieburn Reserve Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Public Art Gallery Society (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Andrew Whiley	Owner/Operator	Whiley Golf Inc and New Zealand Golf Travel Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder 22 May 2017	Estate of Grace Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Japek (Family Trust) - Property Ownership - Dunedin	Duties to Trust may conflict with duties of Council Office.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Golf Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin South Rotary Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Institute of Directors	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	National Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Board Chair	Volunteer South	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	New Zealand PGA (Professional Golf Association)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chair	Dunedin Community House Executive Committee	Potential grants recipient	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Property Investors Association	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Hereweka Harbour Cone Trust (Council Appointment)	No conflict Identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Peninsula Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Shanghai Association (Sister City Society) (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Grow Dunedin Partnership (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	NZ Masters Games Trust Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Puketai Residential Centre Liaison Committee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Board Member	Dunedin Christmas Charitable Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Executive Leadership Team - Register of Interest - current as at 17 September 2024					
Name	Date of Entry	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
Sandy Graham	19/09/2018	Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	25/07/2019	Trustee	Trustee of the Taieri Airport Facilities Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/09/2024	Member	St Clair Golf Club	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/09/2024	Client	LJ Hooker - Sale and Purchase of properties. Used as agent in both transactions.	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/09/2024	Vendor	Property purchased by senior member of ORC staff.	No conflict identified.	Transaction was arms length through an agent with no direct interaction.
	02/03/2023	Client	Various local contractors (glazing, carpet, fencing and kitchen upgrades)	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
Leanne Mash	22/02/2024	Owner	Residential property	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Trustee	Caseberg Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Jeanette Wikaia	10/04/2024	Trustee	Dunedin Writers and Readers Festival Turst	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	10/04/2024	Chairperson	Hone Tuwhare Charitable Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Nicola Morand	09/05/2022	Owner	Residential Property Dunedin	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
	09/05/2022	Owner	Residential Property Millers Flat	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
	09/05/2022	Member	Manawhenua Komiti - Te Rūnanga o Ōtākou	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
	20/09/2023	Trustee	Riki Te Mairiki Taiaroa Trust	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
	09/05/2022	Partner	Morand Painting & Decorating	No conflict identified.	Seeks advice in advance of meeting if actual conflict arises.
David Ward	28/07/2022	Director	Ward Property Rentals	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	28/07/2022	Member	Water New Zealand	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	28/07/2022	Member	IPWEA (Institute of Public Works Engineering Australasia)	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	21/02/2024	Owner	Residential Property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	28/07/2022	Fellow	The Institution of Civil Engineers	No conflict identified.	Any decisions relating to The Institution of Civil Engineers will be referred to the CEO
Scott MacLean	23/01/2024	Owner	Residential property	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	23/01/2024	Trustee	Te Poari a Pukekura Charitable Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	23/01/2024	Spouse is Chair	Dunedin Wildlife Hospital Trust (DWHT)	DCC has funded the DWHT	Take no part in discussions or decision making about the Trust or participate in any transactions between the Trust and DCC.
Carolyn Allan	01/03/2024	Owner	Residential property	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Executive Leadership Team - Register of Interest - current as at 17 September 2024					
Name	Date of Entry	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	01/03/2024	Owner	Residential rental property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	01/03/2024	Member	Mountain Bike Otago	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

CONFIRMATION OF MINUTES

ORDINARY COUNCIL MEETING - 24 SEPTEMBER 2024

RECOMMENDATIONS

That the Council:

- a) **Confirms** the public part of the minutes of the Ordinary Council meeting held on 24 September 2024 as a correct record.

Attachments

	Title	Page
A↓	Minutes of Ordinary Council meeting held on 24 September 2024	17

Council MINUTES

Minutes of an ordinary meeting of the Dunedin City Council held in the Council Chamber, Dunedin Public Art Gallery, The Octagon, Dunedin on Tuesday 24 September 2024, commencing at 10.00 am

PRESENT

Mayor Mayor Jules Radich
Deputy Mayor Cr Cherry Lucas

Members

Cr Bill Acklin	Cr Sophie Barker
Cr David Benson-Pope	Cr Christine Garey
Cr Kevin Gilbert	Cr Carmen Houlahan
Cr Marie Laufiso	Cr Mandy Mayhem
Cr Jim O'Malley	Cr Lee Vandervis
Cr Steve Walker	Cr Brent Weatherall
Cr Andrew Whiley	

IN ATTENDANCE

Sandy Graham (Chief Executive Officer), Robert West (General Manager Corporate Services), Jeanette Wikaira (General Manager Arts, Culture and Recreation), Carolyn Allan (Chief Financial Officer), Scott MacLean (General Manager Climate and City Growth), Carolyn Allan (Chief Financial Officer), Hayden McAuliffe (Financial Services Manager), Dr Anna Johnson (City Development Manager), Emily McEwan (Senior Planner City Development), Jane MacLeod (Team Leader Planning), Mark Mawdsley (Team Leader Advisory Services), Nadia Wesley-Smith (Corporate Policy Manager Acting), Alix de Blic (Senior Policy Analyst), Heath Ellis (Acting Group Manager Parks and Recreation), Owen Graham (Senior Leasing and Land Advisor), Kevin Mechen (Alcohol, Psychoactive Substances and Gambling Advisor), Jonathan Rowe (Programme Manager, South Dunedin Future), Leigh McKenzie (Waste Minimisation Officer, Waste and Environmental Solutions), Chris Henderson (Group Manager Waste and Environmental Solutions) and Clare Sullivan (Manager Governance)

Governance Support Officer Lynne Adamson

1 OPENING

The Mayor acknowledged the recent passing of the Māori King Kiingi Tūheitia Pōtatau Te Wherowhero and the crowning of the new Māori Queen Ngā Wai Hono i te Pō, wishing her well for her reign.

OPENING PRAYER

Ms Jane Johnson introduced monks Geshe Lobsang Dhonye, and Geshe Losang Gyats who then opened the meeting with a prayer on behalf of the Dhargyey Buddhist Centre.

2 PUBLIC FORUM

2.1 Erosion

Carmel Spencer spoke and distributed information on behalf of the Harington Point residents on erosion. Ms Spencer responded to questions.

2.2 Points for Consideration

Robyn Vintiner spoke on Where to from Here – points for consideration by Council for the LTP from her perspective and various other concerns.

Ms Vintiner responded to questions.

Cr Kevin Gilbert left the meeting at 10.27 am

2.3 Cargills Corner

Jo Millar reiterated earlier requests that the community would like Cargills Corner to become a Barnes dance intersection commenting on the safety issues. Ms Millar spoke of the local businesses and parking issues in the area and suggested that berms could be cut back to provide additional parking.

Cr Kevin Gilbert returned to the meeting at 10.35 am.

Ms Millar responded to questions.

3 APOLOGIES

There were no apologies.

4 CONFIRMATION OF AGENDA

Moved (Mayor Jules Radich/Cr Mandy Mayhem):

That the Council:

Confirms the agenda the following alteration:

That Item 20 – Aurora Energy Limited – Options Report be taken as the first report for discussion on Wednesday 25 September 2024.

Motion carried (CNL/2024/164)

5 DECLARATIONS OF INTEREST

Members were reminded of the need to stand aside from decision-making when a conflict arose between their role as an elected representative and any private or other external interest they might have.

Moved (Mayor Jules Radich/Cr Cherry Lucas):

That the Council:

- a) **Notes** the Elected Members' Interest Register; and
- b) **Confirms** the proposed management plan for Elected Members' Interests.
- c) **Notes** the proposed management plan for the Executive Leadership Team's Interests.

Motion carried (CNL/2024/165)

6 CONFIRMATION OF MINUTES

6.1 ORDINARY COUNCIL MEETING - 27 AUGUST 2024

Moved (Mayor Jules Radich/Cr Cherry Lucas):

That the Council:

- a) **Confirms** the public part of the minutes of the Ordinary Council meeting held on 27 August 2024 as a correct record.

Motion carried (CNL/2024/166)

REPORTS

15 ACTIONS FROM RESOLUTIONS OF COUNCIL MEETINGS

A report from Civic provided an update on the progress on implementation of resolutions made at Council meetings.

The Chief Executive Officer (Sandy Graham) spoke to the report and responded to questions.

Moved (Mayor Jules Radich/Cr Kevin Gilbert):

That the Council:

- a) **Notes** the Open and Completed Actions from resolutions of Council meetings.

Motion carried (CNL/2024/167)

16 FORWARD WORK PROGRAMME FOR COUNCIL - SEPTEMBER 2024

A report from Civic provided an update on the forward work programme for the 2024-2025 year.

The Chief Executive Officer (Sandy Graham) spoke to the report and responded to questions.

Moved (Mayor Jules Radich/Cr Cherry Lucas):

That the Council:

- a) **Notes** the updated Council forward work programme.

Motion carried (CNL/2024/168)

17 9 YEAR PLAN FORWARD WORK PROGRAMME - SEPTEMBER 2024

A report from Civic provided an update on the forward work programme for the development of the 9 year plan.

The Chief Executive Officer (Sandy Graham) responded to questions.

Moved (Mayor Jules Radich/Cr Kevin Gilbert):

That the Council:

- a) **Notes** the updated Council forward work programme.

Motion carried (CNL/2024/169)

7 RESIDENTS' OPINION SURVEY RESULTS 2023/24

A report from Corporate Policy provided a summary of the annual results of the 2023/24 Residents' Opinion Survey (ROS). The 2023/24 survey was conducted over the 12 months from 1 July 2023 to 30 June 2024 by an independent research company, called GravitasOPG.

The Corporate Policy Manager – Acting (Nadia Wesley-Smith) and Senior Policy Analyst (Alix de Blic) spoke to the report and responded to questions. Ms Wesley-Smith advised of a correction to paragraph 16, the margin of error was +/-2.7% and not +/-2.6% as presented in the report.

Ms Wesley-Smith and Ms de Blic responded to questions.

Cr Carmen Houlahan left the meeting at 11.09 am and returned at 11.12 am.

Moved (Mayor Jules Radich/Cr Cherry Lucas):

That the Council:

- a) **Notes** the annual results of the Residents' Opinion Survey 2023/24.

Motion carried (CNL/2024/170)

8 APPROVAL TO NOTIFY PLAN CHANGE 1 – MINOR IMPROVEMENTS TO THE 2GP

A report from City Development sought approval to notify Plan Change 1: Minor Improvements, the first proposed plan change to the partially operative Second Generation Dunedin City District Plan (2GP). The proposed notification date was 20 November 2024.

Cr Christine Garey left the meeting at 11.27 am and returned at 11.30 am.

The City Development Manager (Dr Anna Johnson), Team Leader Advisory Services (Mark Mawdsley), Senior Planner (Emily McEwan) and Team Leader Planning (Jane MacLeod) spoke to the report and responded to questions.

Moved (Cr Jim O'Malley/Cr Christine Garey):

That the Council:

- a) **Approves** notification of Plan Change 1.
- b) **Resolves** under section 48(1)(a)(i) and section 7(2)(j) of the Local Government Official information and Meetings Act 1987 to withhold the following documents, which contain details of changes to the Plan that are proposed via Plan Change 1, until 20 November, to prevent the disclosure or use of official information for improper gain or improper advantage: a summary of all proposals that have been assessed as part of the plan change; details of all proposed new scheduled heritage buildings; a report evaluating the proposed changes under RMA section 32; all proposed changes to the text of the Plan; proposed changes to the 2GP Planning Map; and assessments of heritage values for all proposed new scheduled heritage buildings.
- c) **Resolves** to delay the changes to rules associated with stormwater open watercourses from taking effect until Plan Change 1 becomes operative, noting that under section 86B(3) of the RMA these would otherwise take effect from the date of public notification
- d) **Resolves** to delegate power to lodge a submission on the plan change under Clause 6, First Schedule RMA to the Chief Executive Officer (or delegate)
- e) **Delegates** to the Chief Executive Officer (or delegate) the power to correct, or authorise the correction of, typographical errors or to make minor amendments to the content of Plan Change 1 or its accompanying section 32 report.

Division

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, David Benson-Pope, Christine Garey, Kevin Gilbert, Carmen Houlahan, Marie Laufiso, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Lee Vandervis, Steve Walker, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (15).

Against: Nil

Abstained: Nil

The division was declared CARRIED by 15 votes to 0

Motion carried (CNL/2024/171)

Moved (Mayor Jules Radich/Cr Mandy Mayhem):

That the Council:

Adjourns the meeting until 1.00 pm.

Motion carried

The meeting adjourned at 12.27 pm and resumed at 1.01 pm.
Cr Lee Vandervis left the meeting at 12.27 pm.

9 SUSTAINABILITY FRAMEWORK

A report from Corporate Policy provided a summary on the work to date on the development of the City Portrait for adaptation for a Ōtepoti Dunedin context; revisited the United Nations Sustainable Development Goals as an alternative framework, following an SDG workshop that Councillors recently attended.

The report sought a decision on whether the City Portrait should progress to the next phase of community engagement or if Council wished to explore alternative frameworks to represent the Dunedin City Council's commitment to sustainability.

The Corporate Policy Manager – Acting (Nadia Wesley-Smith) and Senior Policy Analyst (Alix de Blic) responded to questions.

Cr Marie Laufiso left the meeting at 1.06 pm and returned at 1.10 pm.

Moved (Mayor Jules Radich/Cr Marie Laufiso):

That the Council:

Adjourns the meeting for five minutes.

Motion carried

The meeting adjourned at 1.11 pm and resumed at 1.18 pm.
Cr Lee Vandervis entered the meeting at 1.18 pm.

Moved (Cr Kevin Gilbert/Cr Sophie Barker):

That the Council:

- a) **Decides** to cease development of the City Portrait to the community engagement stage.

Division

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, Kevin Gilbert, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Lee Vandervis, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (10).

Against: Crs David Benson-Pope, Christine Garey, Carmen Houlahan, Marie Laufiso and Steve Walker (5).

Abstained: Nil

The division was declared CARRIED by 10 votes to 5

Motion carried (CNL/2024/172)

Moved (Cr Kevin Gilbert/Cr Sophie Barker):

That the Council:

- b) **Requests** staff to develop alternative frameworks for consideration, based on the United Nations Sustainable Development Goals.

Division

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, Kevin Gilbert, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (9).

Against: Crs David Benson-Pope, Christine Garey, Carmen Houlahan, Marie Laufiso, Lee Vandervis and Steve Walker (6).

Abstained: Nil

The division was declared CARRIED by 9 votes to 6

Motion carried (CNL/2024/173)

Moved (Cr Kevin Gilbert/Cr Sophie Barker):

That the Council:

- c) **Notes** that staff would provide an update report on progress by December 2024.

Division

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, David Benson-Pope, Christine Garey, Kevin Gilbert, Carmen Houlahan, Marie Laufiso, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Steve Walker, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (14).

Against: Cr Lee Vandervis (1).

Abstained: Nil

The division was declared CARRIED by 14 votes to 1

Motion carried (CNL/2024/174)

10 SOUTH DUNEDIN FUTURE - RISK ASSESSMENT UPDATE AND PROGRAMME CHANGES

A report from Climate and City Growth provided an update on technical work relating to the South Dunedin Risk Assessment, describes constraints faced in finalising this technical report, and associated implications for the South Dunedin Future programme.

The General Manager, Climate and City Growth (Scott MacLean) and Programme Manager, South Dunedin Future (Jonathan Rowe) spoke to the report and responded to questions.

Moved (Mayor Jules Radich/Cr Mandy Mayhem):

That the Council:

- a) **Notes** a review of the draft risk assessment for South Dunedin has identified information gaps and data limitations that have prevented finalisation of this technical report.
- b) **Notes** work underway to address identified information gaps and data limitations, including bringing forward completion of an updated flood model and collection of building floor level information for South Dunedin.
- c) **Notes** the associated delay in finalising the risk assessment and spatial adaptation options for South Dunedin, which are now expected to be presented to Councils and released publicly in February 2025.
- d) **Notes** a copy of this report will be considered by Otago Regional Councillors on 25 September 2024.

Motion carried (CNL/2024/175)

Moved (Mayor Jules Radich/Cr Marie Laufiso):

That the Council:

Adjourns the meeting for ten minutes.

Motion carried

The meeting adjourned at 2.37 pm and Cr Bill Acklin left the meeting.

The meeting resumed at 2.56 pm.

18 REVIEW OF DUNEDIN'S LOCAL ALCOHOL POLICY

A report from Civic noted that the Dunedin City Council's Local Alcohol Policy (LAP) took effect on 1 February 2019 and was required to be reviewed no later than six years after it came into force, i.e. by 1 February 2025.

The General Manager Corporate Services (Robert West) and Alcohol, Psychoactive Substances and Gambling Advisor (Kevin Mechen) spoke to the report and responded to questions.

Cr Bill Acklin returned to the meeting at 2.59 pm.

Moved (Cr Steve Walker/Cr Carmen Houlahan):

That the Council:

- a) **Approves** the draft Local Alcohol Policy, subject to legal review, for public consultation via the special consultative procedure under the Local Government Act (2004).

Motion carried (CNL/2024/176)

Moved (Cr Steve Walker/Cr Carmen Houlahan):

That the Council:

- b) **Notes** that the Chair of the Hearings Panel, Cr O'Malley has exercised his delegation to appoint the panel which is Cr O'Malley (Chair) and Crs Barker, Benson-Pope, Garey, Gilbert, Walker and Whiley.

Motion carried (CNL/2024/177) with Cr Bill Acklin recording his vote against

Moved (Cr Steve Walker/Cr Carmen Houlahan):

That the Council:

- c) **Notes** that the panel would consider the submissions and report back to Council to seek approval of the final LAP.

Motion carried (CNL/2024/178)

11 SUBMISSION ON A NEW STRATEGY TO PREVENT AND MINIMISE GAMBLING HARM

A report from Civic sought approval of a submission to the Ministry of Health Manatū Hauora (the Ministry of Health) on a draft Strategy to Prevent and Minimise Gambling Harm.

The General Manager Corporate Services (Robert West) and Alcohol, Psychoactive Substances and Gambling Advisor (Kevin Mechen) spoke to the report and responded to questions.

Following discussion, it was agreed to add a comment recognising the impact of lotto as a form of gambling and concern at the lotto advertising on television.

Moved (Mayor Jules Radich/Cr Carmen Houlahan):

That the Council:

- a) **Approves** the draft Dunedin City Council submission to the Ministry of Health Manatū Hauora on a New Strategy to Prevent and Minimise Gambling Harm.
- b) **Authorises** the Chief Executive to make any minor editorial amendments to the submission.
- c) **Notes** that the Mayor or delegate would speak to any hearings in regard to the submission.

Motion carried (CNL/2024/179)

12 LITTER COMPLIANCE POLICY 2024

A report from Waste and Environmental Solutions noted that the Dunedin City Council's current Litter Compliance Policy was approved on 25 May 2021 and was due for review on 1 July 2024. The review had been completed, and the resulting draft Litter Compliance Policy 2024 was approved for public notification on 31 July 2024.

The consultation period had been completed and approval was now sought for the updated policy to be adopted.

The General Manager, Climate and City Growth (Scott MacLean) spoke to the report and responded to questions.

Moved (Cr Jim O'Malley/Cr Mandy Mayhem):

That the Council:

- a) **Revokes** the existing Litter Compliance Policy 2021;
- b) **Adopts** the proposed Litter Compliance Policy 2024.

Motion carried (CNL/2024/180)

13 SUBMISSION ON THE OTAGO REGIONAL COUNCIL AIR QUALITY MANAGEMENT REVIEW

A report from Corporate Policy sought approval of a draft Dunedin City Council submission to the Otago Regional Council on the Air Quality Management Review.

The General Manager, Climate and City Growth (Scott MacLean) and Senior Policy Analyst (Alix de Blic) spoke to the report and responded to questions.

Councillors made the following amendments to the submission:

- Inclusion of mention to agricultural spraying with issues with aerial discharge of herbicide being incorporated.
- Inclusion of the requirement of active monitoring of air quality.
- Inclusion of examples of health impact on general food beyond Mahika kai
- Add mention of the impact of examples of measure to reduce vehicle idling
- Add mention around solid burner misuse (to burn rubbish including plastic for example)
- Inclusion of the addition of buses to the Waikouaiti Coast route.

Moved (Cr Jim O'Malley/Cr David Benson-Pope):

That the Council:

- a) **Approves** the draft DCC submission, with minor additions suggested by the Councillors, on the Otago Regional Council on the Air Quality Management Review.
- b) **Authorises** the Chief Executive to make any minor editorial changes to the submission if required.

Motion carried (CNL/2024/181)

Moved (Mayor Jules Radich/Cr Cherry Lucas):

That the Council:

Extends the meeting beyond 6 hours.

Motion carried

19 GIFT OF LAND AT PORTOBELLO FROM THE OTAGO PENINSULA AGRICULTURAL AND PASTORAL SOCIETY

A report from Parks and Recreation dealt with the gifting of approximately 1.1735 hectares of land owned by The Otago Peninsula Agricultural and Pastoral Society to the Council.

The General Manager Climate and City Growth (Scott MacLean), Acting Group Manager Parks and Recreation (Heath Ellis) and Senior Leasing and Land Advisor (Owen Graham) spoke to the report and responded to questions.

Moved (Cr Lee Vandervis/Cr Carmen Houlahan):

That the Council:

- a) **Notes** the information contained in this Report
- b) **Approves** the terms of the Agreement for Sale and Purchase executed between The Otago Peninsula Agricultural and Pastoral Society and the Council and accepts the gift of land.
- c) **Authorises** the public notification of Council's intention to declare the land referred to in the Agreement for Sale and Purchase as a recreation reserve under section 14 of the Reserves Act 1977.

Moved (Mayor Jules Radich/Cr Jim O'Malley):

That the Council:

Adjourns the meeting for five minutes.

Motion carried

The meeting adjourned at 3.53 pm and reconvened at 3.56 pm.

Cr Bill Acklin left the meeting at 3.53 pm.

Cr Houlahan, Gilbert and Garey entered at 3.58 pm.

A procedural motion was moved:

Moved (Mayor Jules Radich/Cr Marie Laufiso):

That the Council:

- a) **Lay** the item on the table.

Motion carried (CNL/2024/182)

14 PROPOSED EVENT ROAD CLOSURES

A report from Transport sought approval for temporary road closure applications relating to the following events:

- a) Green Island Market Day
- b) Rainbow Run
- c) New Zealand Track and Field Championships

Moved (Cr David Benson-Pope/Cr Christine Garey):

That the Council:

- a) **Resolves** to close the roads detailed below (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)):

i) Green Island Market Day

Saturday, 7 December 2024	7.00am to 3.00pm	Main South Road Green Island, from Howden Street to Church Street. Jenkins Street, from Main South Road to Shand Street. Parking restrictions will be in place in Howden and Shand Streets.
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ii) Rainbow Run

Sunday, 20 October 2024	11.00am to 12.30pm	Logan Park Drive, from Anzac Avenue to Butts Road.
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iii) 2025 New Zealand Track and Field Championships

Thursday, 6 March 2025	7.00am to 8.00pm	Logan Park Drive, from Anzac Avenue to Butts Road.
to		
Sunday, 9 March 2025		

Motion carried (CNL/2024/183)

RESOLUTION TO EXCLUDE THE PUBLIC

Moved (Mayor Jules Radich/Cr Steve Walker):

That the Council:

Pursuant to the provisions of the Local Government Official Information and Meetings Act 1987, exclude the public from the following part of the proceedings of this meeting namely:

General subject of the matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution	Reason for Confidentiality
C1 Ordinary Council meeting - 27 August 2024 - Public Excluded	S7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	.	
	S7(2)(g) The withholding of the information is necessary to maintain legal professional privilege.		
	S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.		
	S7(2)(i) The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).		
	s48(1)(d) Check to make report confidential.		
C2 Confidential Council Actions from	S7(2)(a) The withholding of the information is necessary	S48(1)(a) The public conduct of the part of the	

Resolutions at Council Meetings	<p>to protect the privacy of natural persons, including that of a deceased person.</p> <p>S7(2)(g) The withholding of the information is necessary to maintain legal professional privilege.</p> <p>S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p> <p>S7(2)(i) The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	<p>meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>
C3 Confidential Council Forward Work Programme - September 2024	<p>S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p>	<p>S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>
C4 Confidential 9 Year Plan Forward Work Programme - September 2024	<p>S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p>	<p>S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>
C5 Confidential documents for	<p>S7(2)(j)</p>	<p>S48(1)(a)</p>

notification of 2GP Plan Change 1: Minor improvements	The withholding of the information is necessary to prevent the disclosure or use of official information for improper gain or improper advantage.	The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.
C6 Dunedin City Holdings Group - Director Re- appointments	S7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.
C Project Procurement Options	S6(a) The making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences and the right to a fair trial. S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 6 and 7.

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

Motion carried (CNL/2024/184)

The meeting moved into confidential at 4.00 pm and resumed in public on Wednesday 25 September 2024 at 10.00 am.

Messrs Tim Loan (Chair, DCHL); Stephen Thompson (Chair Aurora Energy Ltd); Peter Hocking (General Manager DCHL) were in attendance.

Governance Support Officer: Lauren Riddle

20 AURORA ENERGY LIMITED - OPTIONS REPORT

The Legal Services and Finance report provided information to assist Council, whether to retain ownership of Aurora Energy Limited (Aurora) or to sell Aurora.

The report provided the background to the public consultation held through March to May 2024 on the proposal to sell Aurora to repay Aurora's debt and to establish a diversify fund, which would provide income for Council.

The Chief Executive Officer (Sandy Graham) introduced the report. The Chief In-House Legal Counsel (Karilyn Canton); Chief Financial Officer (Carolyn Allan), Hayden McAuliffe (Financial Services Manager), Tim Loan (Chair DCHL), Peter Hocking (General Manager DCHL) and Stephen Thompson (Chair Aurora Energy Ltd) responded to questions of the report.

The meeting adjourned at 10:34am due to a fire alarm and all attendees evacuated the Dunedin Public Art Gallery.

The meeting reconvened at 10:45am with the continuation of questions to staff.

Cr Andrew Whiley returned to the meeting at 10:48 am.

Cr Carmen Houlahan returned to the meeting at 10:49 am.

Cr Brent Weatherall left the meeting at 11:10 am and returned at 11:11am.

Cr Carmen Houlahan left the meeting at 11.59 am and returned at 12.02 pm.

Cr Andrew Whiley left the meeting at 12.15 pm and returned at 12.20 pm.

Moved (Mayor Jules Radich/Cr Brent Weatherall):

That the Council:

- a) **Agrees** to retain ownership of Aurora Energy Limited.
- b) **Advises** Dunedin City Holdings Ltd (DCHL) of Council's decision to retain Aurora Energy Limited.
- c) **Notes** that the Investment Plan will be redrafted as part of the 9 Year Plan with the focus on increasing the capital value of Council's investment assets rather than generating cash returns.
- d) **Notes** that staff will prepare draft 9 Year Plan budgets on the following basis:
 - i) No dividend will be budgeted from DCHL from the 2026/27 year.
 - ii) Increased debt levels will be required to meet Council's proposed capital programme.

- iii) Revenue assumptions will require a review of future rates rises.

With the leave of the meeting, Mayor Radich and Cr Weatherall agreed to remove recommendations c) and d) from the resolution.

The recommendation was then moved (Mayor Jules Radich/Cr Brent Weatherall):

That the Council:

- a) **Agrees** to retain ownership of Aurora Energy Limited.
- b) **Advises** Dunedin City Holdings Ltd (DCHL) of Council's decision to retain Aurora Energy Limited.

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, David Benson-Pope, Christine Garey, Kevin Gilbert, Carmen Houlahan, Marie Laufiso, Mandy Mayhem, Jim O'Malley, Steve Walker, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (13).

Against: Crs Cherry Lucas and Lee Vandervis (2).

Abstained: Nil

The division was declared CARRIED by 13 votes to 2

Motion carried (CNL/2024/185)

The meeting was declared closed at 12.59 pm.

.....
MAYOR

REPORTS

ACTIONS FROM RESOLUTIONS OF COUNCIL MEETINGS

Department: Civic

EXECUTIVE SUMMARY

- 1 The purpose of this report is to show progress on implementing resolutions made at Council meetings.
- 2 As this report is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the Open and Completed Actions from resolutions of Council meetings as attached.

DISCUSSION

- 3 This report also provides an update on resolutions that have been actioned and completed since the last Council meeting. Note that items on the Forward Work Programme are not included in the attached schedules.

NEXT STEPS

- 4 Updates will be provided at future Council meetings.

Signatories

Author:	Lynne Adamson - Governance Support Officer
Authoriser:	Clare Sullivan - Manager Governance

Attachments

	Title	Page
↴A	Open Action List	35
↴B	Closed Action List	39

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
OCTOBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
25/09/2023	CNL/2023/216	Approval to Grant Electricity Easement to Aurora Energy Limited – Part Rotary Park	Grants , as administering body of Rotary Park, pursuant to Section 48 of the Reserves Act 1977, an easement in gross to Aurora Energy Limited for the installation of a new electricity transformer and associated cabling over part of the Rotary Park (Record of Title OT14A/258). Decides the criteria for exemption from public notification has been met. Acting under its delegation from the Minister of Conservation dated 12 June 2013 and pursuant to Section 48 of the Reserves Act 1977, approves an easement in gross to Aurora Energy Limited for the installation of a new electricity transformer and associated cabling over part of Rotary Park (Record of Title OT14A/258).	Parks and Recreation	October 2024 – Land Transfer Plan has been approved. The Authority and Instruction Form for LINZ will now be signed by DCC so we can proceed to Easement registration after that.
28/11/2023	CNL/2023/277	Right of Way Easement over part Dunedin Town Belt for 139 Harbour Terrace, Dunedin	Acting in its capacity as the administering body of the Dunedin Town Belt Recreation Reserve pursuant to the Reserves Act 1977: Approves the partial surrender of an existing vehicular Right of Way easement as it relates to Lot 2 DP 390403 (Instrument 8489286.2) Grants a Right of Way easement over part of the Dunedin Town Belt Recreation Reserve to land held as Lot 1 DP 575078 located at 139 Harbour Terrace, Dunedin, subject to the conditions outlined in this report. Approves increasing of the existing annual fee for the Right of Way from \$1,265.00 including GST to \$1,500.00 including GST for use of the Dunedin Town Belt Recreation Reserve for access to the property at 139 Harbour Terrace, Dunedin. Decides that the criteria for exemption from public notification has been met. Acting under delegation from the Minister of Conservation dated 12 June 2013, and pursuant to section 48 of the Reserves Act 1977; Approves the partial surrender of an existing vehicular Right of Way easement as it relates to Lot 2 DP 390403 (Instrument 8489286.2) and Consents to the grant of a Right of Way easement over part of the Dunedin Town Belt Recreation Reserve to land held as Lot 1 DP 575078 located at 139 Harbour Terrace, Dunedin, subject to the conditions outlined in this report.	Parks and Recreation	October 2024 – Unchanged – The request was sent to the Developer’s lawyer on 18 September for a progress update. Council is still awaiting advice that the variation of an existing requirement is completed before the Agreement to Surrender and Grant Right of Way Easement can be executed.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
OCTOBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
30/01/2024	CNL/2024/011	Approval to Grant Electricity Easement to Aurora Energy Limited – Part Local Purpose (Esplanade) Reserve at Burnside, Dunedin	Grants , as administering body of the Local Purpose (Esplanade) Reserve, pursuant to Section 48 of the Reserves Act 1977, an easement in gross to Aurora Energy Limited for the installation of an underground fibre cable and associated cabling over part of the Local Purpose (Esplanade) Reserve at Burnside (Record of Title 201821). Decides the criteria for exemption from public notification has been met. Acting under its delegation from the Minister of Conservation dated 12 June 2013 and pursuant to Section 48 of the Reserves Act 1977, approves an easement in gross to Aurora Energy Limited for the installation of an underground fibre cable and associated cabling over part of the Local Purpose (Esplanade) Reserve at Burnside (Record of Title 201821).	Parks and Recreation	October 2024 – Unchanged – A separate matter relating to mining rights in Council’s reserve land is being co-ordinated by DCC’s Legal Team. These mining rights are to be transferred to Council. Once the mining rights have been transferred then the Aurora Easement will be registered.
31/07/2024	CNL/2024/138	New Zealand Master Games Final Report	Agrees that the Dunedin (New Zealand) Masters Games Trust would collaborate with the Council to ensure the event’s future sustainability.	Events	October 2024 – the Board held a planning session in September to work through a delivery model to reduce the costs of delivering the Masters Games. They are now working through the budget for this.
27/08/2024	CNL/2024/157	Proposed 2024/25 Zero Carbon Implementation Plan	Refers the proposed 2024/25 Zero Carbon Implementation Plan to the Zero Carbon Advisory Panel to refine the implementation plan for approval by Council before 31 October 2024. Requests that the Zero Carbon Alliance invites Business South to become a member of the Zero Carbon Advisory Panel.	Sustainability Group	October 2024 – A refined 2024/25 Zero Carbon Implementation Plan has been provided to the Zero Carbon Plan Advisory Panel. Zero Carbon Collaboration Group meetings are biannual. This is the forum in which to progress membership changes. Council’s request is on the agenda for the 22 October meeting of the group.
27/08/2024	CNL/2024/161	Proposed Road Closure	Resolves to close the roads as set out in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following event: Motorsport Hillclimb – Saturday 16 and Sunday 17 November 2024	Transport	October 2024 – the roads will be closed for the event.
24/09/2024	CNL/2024/171	Approval to Notify Plan Change 1 – Minor Improvements to the ZGP	Approves notification of Plan Change 1. Resolves under section 48(1)(a)(i) and section 7(2)(j) of the Local Government Official information and Meetings Act 1987 to withhold the following documents, which contain details of changes to the Plan that are proposed via Plan Change 1, until 20 November, to prevent the disclosure or use of official information for improper gain or improper advantage: a summary of all proposals that have been assessed as part of the plan change; details of all proposed new scheduled heritage buildings; a report evaluating the proposed changes under RMA section 32; all proposed changes to the text of	City Development	October 2024 – Staff are working towards the notification of Plan Change 1 on 20 November 2024 as approved by Council. On this date, all documentation will become publicly available on the Council website and the submission period will commence. Work is yet to commence on any DCC submission on Plan Change 1, which will need to be lodged within the submission period (by 18 December).

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
OCTOBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
			the Plan; proposed changes to the 2GP Planning Map; and assessments of heritage values for all proposed new scheduled heritage buildings. Resolves to delay the changes to rules associated with stormwater open watercourses from taking effect until Plan Change 1 becomes operative, noting that under section 86B(3) of the RMA these would otherwise take effect from the date of public notification Resolves to delegate power to lodge a submission on the plan change under Clause 6, First Schedule RMA to the Chief Executive Officer (or delegate) Delegates to the Chief Executive Officer (or delegate) the power to correct, or authorise the correction of, typographical errors or to make minor amendments to the content of Plan Change 1 or its accompanying section 32 report.		
24/9/2024	CNL/2024/172	Proposed Event Road Closures	Resolves to close the roads as set out in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following events: Green Island Market Day – 7 December 2024 2025 New Zealand Track and Field Championship	Transport	October 2024 – the roads will be closed for the events.

NOTICE OF MOTION RESOLUTIONS					
31/01/2024	CNL/2023/013	Notice of Motion - Dunedin Hospital	Supports the New Dunedin Hospital being built to the specifications in the Final Detailed Business Case approved by Cabinet, and that the Dunedin City Council will not accept changes that reduce the long-term capacity of the New Dunedin Hospital, or that compromise in any way the clinical services available to residents of the city and the wider region. Seeks the commitment of all parliamentary parties to adequately fund that work. Engages with stakeholders to support this advocacy position. Commits to fund a public campaign in support of 1 – 3 above, up to \$130,400 and seek support funding from other sources.		October 2024 – The campaign is ongoing. A protest march was held on 28 September 2024. A campaign ambulance has been sourced and is being driven around to publicise the campaign. A report on Council funding is on the agenda.

Key	
Changes to timeframes	
Progress to date update	Bold

27/03/2024	CNL/2024/066 and CNL/2024/067	Notice of Motion – Single Use Cups	Declares a commitment to Dunedin City becoming Single Use Cup (SUC) free as part of its broader waste minimisation goals. Directs the DCC CEO to make the following Dunedin City Council venues SUC free by the end of 2024: i) Civic Centre ii) Dunedin Public Library iii) Toitū iv) DPAG	Civic	October 2024 – A comms plan is being developed which will be sent to all staff.
			Includes in the DCHL Letter of Expectation 25/26 a requirement that Dunedin Venues Management Limited and the venues it controls or manages are SUC free by the end of 2025.		October 2024 – This was included in the 2024/25 DCHL Letter of Expectation and will be included in the 2025/26 DCHL Letter of Expectation.
			Promotes the SUC free initiative to the business and hospitality communities through Council networks and events;		October 2024 –Grow Dunedin Partnership members will be asked for the initiatives they use to reduce single use cups at future meetings.
			Includes the SUC initiative as a consultation topic in the 9 year plan;		October 2024 – No change (the SUC initiative will be included in the draft 9 year plan as a consultation topic).
			Writes to Central Government to seek legislative change to ban all Single Use Cups.		October 2024 – The letter has been drafted and is awaiting final details before it is sent.
25/6/2024	CNL2024/124	Notice of Motion – Place Based Funding	Directs staff not to distribute the \$30,000 increase in the Place-Based Funding pool for the 2024-25 year as per Council resolution (CNL/2021/121). Notes that resolution (CNL/2021/121) would be subject to further consideration once the Grants Review had been completed as part of the nine-year plan.	Community Partnerships	October 2024 – No change - The funds have been included in the Place Based Funding pool for the 2024-25 year. Staff have been advised not to distribute the additional \$30,000.
NON PUBLIC COUNCIL RESOLUTIONS RELEASED IN PUBLIC					
30/10/2023	CNL/2023/268	Appointment of District Licensing Committee Members	Notes that expressions of interest for new community members for the District Licensing Committee will be sought.	Civic	October 2024 – Expressions of Interest for positions on the District Licensing Committee are being sought.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS COMPLETED ACTION LIST OCTOBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Completion
24/09/2024	CNL/2024/174	Options Report	Agrees to retain ownership of Aurora Energy Limited. Advises Dunedin City Holdings Ltd of Council’s decision to retain Aurora Energy Limited.	Mayors Office	October 2024 – A letter was sent to DCHL advising them of Council’s decision to retain ownership of Aurora Energy Limited.
24/09/2024	CNL/2024/179	Submission on a New Strategy to Prevent and Minimise Gambling Harm	Approves the draft Dunedin City Council submission to the Ministry of Health Manatū Hauora on a New Strategy to Prevent and Minimise Gambling Harm. Authorises the Chief Executive to make any minor editorial amendments to the submission. Notes that the Mayor or delegate would speak to any hearings in regard to the submission.	Policy	October 2024 – the submission was sent
	CNL/2024/180	Litter Compliance Policy 2024	Adopts the proposed Litter Compliance Policy 2024.	Waste and Environmental Solutions	October 2024 – the website has been updated
	CNL/2024/181	Submission on the Otago Regional Council Air Quality Management Review	Approves the draft DCC submission, with minor additions suggested by the Councillors, on the Otago Regional Council on the Air Quality Management Review.	Corporate Policy	October 2024 – the submission was sent
	CNL/2024/183	Proposed Event Road Closures	Resolves to close the roads detailed in the agenda (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following event: Rainbow Run – 11.00 am to 12.30 pm – Sunday 20 October 2024	Transport	October 2024 – the roads were closed for the event.
27/08/2024	CNL/2024/156	Zero Carbon Plan Advisory Panel – Draft Terms of Reference	Adopts the Zero Carbon Plan Advisory Panel Terms of Reference with agreed amendments to the frequency of reporting and meetings and membership.	Sustainability Group	October 2024 – The inaugural meeting of the Zero Carbon Plan Advisory Panel was held on 20 September 2024.

FORWARD WORK PROGRAMME FOR COUNCIL - OCTOBER 2024

Department:

EXECUTIVE SUMMARY

- 1 The purpose of this report is to provide the updated forward work programme for the 2024-2025 year (Attachment A).
- 2 As this is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the updated Council forward work programme as shown in Attachment A.

DISCUSSION

- 3 The forward work programme is a regular agenda item which shows areas of activity, progress and expected timeframes for Council decision making across a range of areas of work.
- 4 As an update report, the purple highlight shows changes to timeframes. New items added to the schedule are highlighted in yellow. Items that have been completed or updated are shown as bold.

NEXT STEPS

- 5 An updated report will be presented to future Council meetings.

Signatories

Author:	Lynne Adamson - Governance Support Officer
Authoriser:	Clare Sullivan - Manager Governance

Attachments

Title	Page
A Council Public Forward Work Programme	43

Key	
New item	
Changes to timeframes	
Completed; progress to date update	Bold

Council Forward Work Programme - October 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024			2025									
			Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct
Dunedin City Council Annual Report	Statutory requirement under the LGA.	Decision to adopt the Annual Report. Progress to date: The 30 June 2024 Annual Report (subject to Audit) is on the agenda.	Report												
Committee Structure Delegations Manual	Council may delegate to committees those powers necessary for them to carry out their responsibilities in an efficient and effective way. Any changes to the Committee Structure Delegations manual must be done by Council.	Consider and decide on proposed changes to the Committee and Structure Delegations Manual.	As and when required												
LGNZ AGM Remits and Rules	Remits and rule changes to be considered at the AGM.	Consider and decide on remits and rule changes. Progress to date: The next meeting will be held in August 2025.										Report	LGNZ AGM		
South Dunedin Future	Provide updates on the South Dunedin Future programme including the climate adaptation plan. (Council 31 July 2024 - CNL/132)	Progress to date: Following the recent floods, the workshops on the risk assessment and adaptation options have been rescheduled for January/February 2025 with reporting anticipated to be in February/March 2025. It is anticipated that the risk assessment and adaptation options technical reports will now be presented to Council early 2025, aiming for February. Despite these delays, the SDF programme remains on track to deliver an adaptation plan for South Dunedin by late 2026.				Workshop	Workshops and Reports								

Council Forward Work Programme - October 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024			2025									
			Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct
Financial Results	To provide Council the financial result (YTD), financial position and a quarterly update on capital programme expenditure on the months it is not presented to FCCO.	Noting the financial results. Progress to date: Financial result reports be presented to either Finance and Council Controlled Organisations Committee or Council future meetings. There is a report on the agenda.	Report	Report to FCCO	Report		Report to FCCO	Report	Report	Report to FCCO	Report	Report		Report to FCCO	
Zero Carbon	Provide updates on the Zero Carbon work programme. (Council 31 July 2024 - CNL/2024/133 and 27 August 2024 CNL/2024/258)	To advance the work programme across all three work streams in line with Zero Carbon Plan implementation plan, EMRP and the Zero Carbon Policy. Progress to date: Following the meeting of the Zero Carbon Plan Advisory Panel, the Zero Carbon 2024/25 Implementation Plan will be presented to the October Council meeting.	Report	Ongoing work											
Unitary Authority	Provide a report on the establishment of a unitary authority (Council 27 August 2024 - CNL/224/162)	Provide a report on options for progressing discussions about a possible unitary authority for Otago. Progress to date: A report will be presented to the December 2024 Council meeting.			Report										
Sustainability Framework	Provide a report on the progress to develop alternative frameworks for consideration. (Council 24 September 2024 - CNL 2024/161; CNL 2024/162 and CNL 2024/163)	Provide a report on alternative frameworks for consideration based on the United Nations Sustainable Development Goals. Progress to date: A report is on the agenda	Report												
Submissions to central government and other external parties.	Provide feedback on proposals from central government and other external parties.	Consider and decide on draft submission on central government and other external parties proposals. Progress to date: There have been four submissions considered by Council from 1 July 2024 - 30 June 2025.	As and when required												
Council Controlled Organisations															
Company Statements of Intent	Agrees to the completed 2024/25 Statements of Intent of Dunedin City Holdings Ltd and its subsidiary and associate companies. (Council 25 June 2024 (CNL/2024/119)	Progress to date: The final Statements of Intent 2024/25 were presented to the June 2024 Council meeting.	Workshop on Letter of Expectation	Draft Letter of Expectation			Possible Workshop	Consider draft SOI's			Approve SOIs				

Council Forward Work Programme - October 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024			2025									
			Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct
Second Generation District Plan (2GP) Work Programme															
2GP - Appeals/Making 2GP Operative Plan	To deal with appeals received on the 2GP and Variation 2 to the plan, and to make the 2GP operative. (Council 31 July 2024 CNL/2024/134)	Progress to date: The Dunedin City District Plan (2024) became partially operative on 19 August 2024. There are 6 site-specific appeals awaiting resolution.	Ongoing work												
2GP - Minor Improvements Plan Change	A change to the 2GP that involves a range of minor improvements.	Decide on Variation 3 to the 2GP to be notified for consultation purposes. Progress to date: On 24 September 2024, Council gave approval to notify the plan change on 20 November 2024.		Notification											
2GP - Heritage and multi-unit development design plan change	Plan Change to the 2GP - Heritage and multi unit development design.	Plan Change 2 was initiated by SPEC on 20 August. Progress to date: A workshop was held with Councillors in September. Notification of the Plan Change is proposed for 2025. 📅													
Policies Work Programme:															
Naming Rights and Sponsorship Policy	Develop a policy that will give clarity to naming rights on DCC assets.	Consider and decide on a proposed Naming Rights policy. Progress to date: This work has not been scheduled.													
Dog Control Bylaw and Policy Review	Bylaw Review	Review of the Dog Control Bylaw. Progress to date: The Bylaw has been consulted on and a hearing will be held on 29 October and reported back to Council in November.	Hearing	Report											
Beauty Therapists, Tattooists & Skin Piercers Bylaw	Bylaw Review	Review of the Beauty Therapists, Tattooists & Skin-piecers Bylaw. Progress to date: This work has not yet commenced. Early engagement is schedule for November 2024.		Early Engagement											

Council Forward Work Programme - October 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024			2025									
			Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct
Trading in Public Places Bylaw	Bylaw Review	Trading in Public Places Review. Progress to date: This work has not yet commenced. Early engagement is scheduled for November 2024.		Early Engagement											
Local Alcohol Policy Review	A review of the Local Alcohol Policy which came into effect in February 2019.	The Dunedin Local Alcohol Policy must be reviewed no later than 6 years from when it becomes effective. Progress to date: The Local Alcohol Policy is open for consultation from 14 October to 14 November. Hearings are scheduled to be held on 27 and 28 November 2024 and reported back to Council in January/February 2025.	Consultation	Hearings		Report									

Completed Work		
Area of Work	Reason for Work	Decision made
Litter Compliance Policy Review	A review of the Litter Compliance Policy which was previously approved on 25 May 2021. (Council - 31 July 2024 - CNL/2024/137)	The Litter Compliance Policy review was due for review. Territorial authorities can adopt infringement notice provisions under the Litter Act 1979. This empowers the authority to infringe and charge for incidents of litter and illegal dumping. Progress to date: The Litter Compliance Policy Review as approved at the September 2024 Council meeting. The website has been updated with the new policy.
Aurora Energy	Proposal regarding Aurora Energy Ltd (Council 20 March 2024 - CNL/2024/055)	Consider feedback and make a decision on the Aurora Energy proposal. Progress to date: An options report was presented to the September Council meeting.

9 YEAR PLAN FORWARD WORK PROGRAMME - OCTOBER 2024

Department: Civic

EXECUTIVE SUMMARY

- 1 The purpose of this report is to provide a forward work programme for the development of the 9 year plan (Attachment A).
- 2 As this is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the updated Council forward work programme as shown in Attachment A.

DISCUSSION

- 3 The forward work programme at Attachment A shows the areas of work being undertaken, along with an indication of when 9 year plan workshops will be held, and when reports are expected to be presented to council and / or committees.
- 4 The forward work programme provides that budget decisions will be made in January 2025. Some items in the work programme indicate that a report will be presented to the January meeting. Not all will have their own report but may be incorporated into an overall report such as the capital budget report.
- 5 Option reports may be presented to Council before the January 2025 meeting, to enable budgets to be prepared for those options in time for the January budget meeting.

NEXT STEPS

- 6 An updated report will be presented to future Council meetings.

Signatories

Author:	Sharon Bodeker - Special Projects Manager
Authoriser:	Sandy Graham - Chief Executive Officer

Attachments

	Title	Page
↓A	9 year plan Forward Work Programme - October 2024	49

Key	
New item	
Completed; progress to date update	Bold

Council - 9 Year Plan Forward Work Programme - October 2024										
Area of Work	Reports and/or workshops	2024			2025					
		Oct	Nov	Dec	Jan	Feb	March	April	May	June
Overall	9 year plan development	Ongoing work, workshops, reports			Reports	Consultation document	Submission process		Hearings Deliberations	Adoption
City Development	Heritage Action Plan - investment and implementation		Activity workshop Report		Report					
	Centres upgrade - options for various centres		Activity workshop Report		Report					
Creative Partnerships	Long term investment options for the Ōtepoti Live Music Action Plan		Activity Workshop		Report					
	Performing Arts Venue		Activity Workshop		Report					
Economic Development	Workshop on activity		Activity Workshop							
Engagement	Engagement	Early engagement		Report	Report	Consultation document	Submission process		Hearings Deliberations	
	Community Board plans - workshop	Workshop								
	Significance and Engagement Policy		Report							
Galleries, libraries and museums	Tūhura Otago Museum – ongoing operating budget requirements		Workshop		Report					
	Consider entry charges at Toitū and the Art Gallery for non- Dunedin residents, and charges for all to large exhibitions		Activity Workshop	Report						
Finance	Investment Plan	Workshop	Workshop							
	Waipori Fund SIPO renewal	Workshop			Report					

Area of Work	Reports and/or workshops	2024			2025					
		Oct	Nov	Dec	Jan	Feb	March	April	May	June
	DVML/DSPL review	Review / workshops		Draft report	Report					
Finance	Revenue and Financing Policy	Activity Workshops	Report		Report					
	Rates Remission Policy		Report							
	Significant Forecasting Assumptions - Financial		Report							
	CAPEX budgets		Workshops	Workshops	Report					
	OPEX budgets, financial statements		Workshops	Workshops	Report					
	Fees and Charges				Report					
	Rating Information				Report					
	Development Contributions Policy		Workshop		Report					
	Financial Strategy	Workshops			Report					
Grants	Grants Review			Report			Consultation			Finalise Policy
Infrastructure	Infrastructure Strategy	Workshop	Workshop		Report					
	Statements - Variation Water and Sanitary Services and WMMP					Report				
Levels of service and Groups of Activities	Levels of Service and performance measures	Activity Workshop			Report					
	Groups of activities	Activity Workshop								
Parks and Recreation	Review of sports field charges		Workshop		Report					
	Aquatics	Activity Workshop	Site visit		Report					
	Playgrounds	Activity Workshop		Report						
	Green spaces	Activity Workshop								
	Predator Free	Activity Workshop								

Area of Work	Reports and/or workshops	2024			2025					
		Oct	Nov	Dec	Jan	Feb	March	April	May	June
Parks and Recreation	Policy framework to consider funding for community organisations undertaking work on DCC land or achieving council objectives			Report						
Property	Municipal Chambers				Report					
	231 Stuart Street (former Fortune Theatre)		Report							
	278 King Edward St, costs to fix		Report							
	Community Halls - update									
	Sammy's - costs to fix		Report							
	Community Housing rental - options				Report					
	Tar Pits		Report							
	Sims Building update		Report							
	Parking fees and charges - new charges	Activity Workshop			Report					
Regulatory Services	Workshop on activity	Activity Workshop								
South Dunedin Future/Climate Change/Coastal	South Dunedin Future update		Workshop	Workshop Report						
	Climate change adaptation plan - costed options		Activity Workshop							
	Zero Carbon	Report	Activity Workshop		Report					
	Kettle Park				Report					
Strategic Support	Significant forecasting assumptions - non financial	Activity Workshop Report								
	Community Outcomes and Indicators			Report						
	City Profile				Report					

Area of Work	Reports and/or workshops	2024			2025					
		Oct	Nov	Dec	Jan	Feb	March	April	May	June
Strategic Support	Strategic overview content			Report						
	Strategic refresh	2 Workshops	To be determined							
Transport	Peninsula Connection - unfunded sections				Report					
	Central City project - business case for remainder of the central city plan, including the city to waterfront connection.		Report							
	Strategic pedestrian and cycleway network plan			Report						
Waste	Waste Minimisation Management Plan	Workshop Report					Consultation		Hearings	Adoption
	Smooth Hill	Activity Workshop Report								
	Use of waste levy	Activity Workshop								
3 Waters	Activity workshop	Activity Workshop								
	Future of 3 Waters	Activity Workshop								
	Water Services Delivery Plan	Workshop	Report		Report	Report	Consultation		Hearings	Adoption
Other	Foulden Maar		To be determined							
	Transport Place		To be determined							

DUNEDIN CITY COUNCIL ANNUAL REPORT FOR THE YEAR ENDED 30 JUNE 2024

Department: Finance

EXECUTIVE SUMMARY

- 1 This report asks the Council to approve and adopt the Annual Report for the Dunedin City Council for the financial year ended 30 June 2024.
- 2 At the time of preparing this report, the Annual Report is still subject to final clearance from Audit New Zealand.
- 3 Audit New Zealand's audit opinion will be issued after Council approves the Annual Report and Financial Statements.
- 4 The Annual Report (draft prior to audit clearance) is being considered by the Audit and Risk Subcommittee on 25 October 2024.
- 5 As this an administrative report there are no options or summary of considerations.

RECOMMENDATIONS

That the Council:

- a) **Approves** the Dunedin City Council Annual Report for the financial year ended 30 June 2024.
- b) **Delegates** the Chief Executive the authority to make any minor editing required to the approved Annual Report for the year ended 30 June 2024.
- c) **Authorises** the Mayor and Chief Executive to sign the Statement of Compliance and Responsibility on behalf of Council.
- d) **Authorises** the Mayor and Chief Executive to sign the Letter of Representation to the auditor on behalf of Council.
- e) **Receives** the Audit Report on the Annual Report for the year ended 30 June 2024; and
- f) **Adopts** the audited Annual Report for the year ended 30 June 2024.

DISCUSSION

- 6 Each year the Council must prepare an annual report in accordance with section 98 of the Local Government Act 2002. Each annual report must be completed and adopted by resolution within four months after the end of the financial year to which it relates, and within one month after the adoption, the local authority must make publicly available:

- its annual report; and
 - a summary of the information contained in its annual report.
- 7 At the time of preparing this report, the Annual Report is still subject to final clearance from Audit New Zealand.
- 8 Letters of Representation and a Draft Audit Opinion will be circulated prior to the meeting.
- 9 The Annual Report (draft prior to audit clearance) will be considered by the Audit and Risk Subcommittee on 25 October 2024. Resolutions passed at the subcommittee meeting will also be circulated prior to the meeting.
- 10 Since the Finance and Council Controlled Organisations Committee considered the Finance Report for the period ended 30 June 2024 on 7 August 2024, final adjustments have been made. These include minor adjustments to accruals and the following year end adjustments:
- Completion of vested assets
 - Revaluations of assets (Roading, Waters, Property and Parks)
 - Landfill aftercare provisions
 - Depreciation

NEXT STEPS

- 11 The annual report will be published and made available on the website of the Dunedin City Council following Council's authorisation and adoption of the report content.
- 12 A summary of the information contained in the annual report will be made publicly available within one month of Council's authorisation and adoption of the report content.

Signatories

Author:	Carolyn Allan - Chief Financial Officer
Authoriser:	Sandy Graham - Chief Executive Officer

Attachments

	Title	Page
➡A	Dunedin City Council Annual Report for the year ended 30 June 2024 (<i>Under Separate Cover 1</i>)	

WASTE MANAGEMENT AND MINIMISATION PLAN REVIEW

Department: Waste and Environmental Solutions

EXECUTIVE SUMMARY

- 1 The purpose of this report is to seek Council's approval to publicly consult on the proposed draft Waste Management and Minimisation Plan 2025 (draft WMMP 2025), following a Special Consultation Procedure in accordance with section 44 of the Waste Minimisation Act 2008 (WMA, or the Act).
- 2 All Territorial Authorities are required to adopt a Waste Management and Minimisation Plan (WMMP), as per WMA section 43. The process for adopting a WMMP is also provided in the WMA s43.
- 3 The draft WMMP 2025 was informed by a review of the WMMP 2020, the Otago Regional Waste Assessment 2023 (Waste Assessment), and stakeholder engagement.
- 4 If a Territorial Authority does not adopt a WMMP, following the correct process, the Ministry for Environment can withhold waste levy funding from that Territorial Authority. Dunedin City Council currently uses waste levy funding for waste minimisation grants and waste minimisation activities.
- 5 Territorial Authorities must carry out a Special Consultation Procedure with their draft WMMP, in accordance with the WMA section 44. The documents to meet these requirements are attached to this report.
- 6 If approved, the public consultation will be carried out with the 9 Year Plan in March-April 2025. This approach is being taken to enable staff to include actions in the 9 Year Plan 2025-2034 that align with the direction of the Waste Management and Minimisation Plan 2025.

RECOMMENDATIONS

That the Council:

- a) **Approves** the proposed draft Waste Management and Minimisation Plan 2025 for public consultation, following a Special Consultation Procedure.
- b) **Approves:** The proposed draft Waste Management and Minimisation Plan 2025 to be publicly consulted on alongside the 9 Year Plan.
- c) **Authorises** the Chief Executive to make any minor editorial changes to the draft Waste Management and Minimisation Plan 2025 and associated consultation documents.

- d) **Decides:**
- i) To publicly consult on the proposed draft Waste Management and Minimisation Plan 2025.
 - ii) To appoint members to a hearings panel for the public consultation.
 - iii) If any further amendments should be made before the draft WMMP 2025 is presented for public consultation.
- e) **Notes** the Summary of Information, Summary of Engagement, Statement of Proposal, Consultation Method, the submission feedback form, and drop-in schedule which are attached to this report, and will be used as part of the public consultation. The Otago Regional Waste Assessment 2023 will be notified with the Statement of Proposal.

BACKGROUND

- 7 The draft WMMP 2025 was prepared using Te Rautaki Para - the New Zealand Waste Strategy, Waste Assessment, Dunedin's Zero Carbon Plan 2030, early engagement with key stakeholders, and a Steering Group which includes representatives of mana whenua.
- 8 On 15 August 2023 Council noted completion of the Otago Regional Waste Assessment 2023, as per section 51 of the WMA, and resolved to proceed with amending the WMMP 2020. Accordingly, staff have proceeded on preparing this work and are seeking approval to publicly consult on the draft WMMP 2025.

OTAGO REGIONAL WASTE ASSESSMENT AND REVIEW OF DUNEDIN WASTE MINIMISATION AND MANAGEMENT PLAN

A report provided the Committee with the Regional Waste Assessment that had been completed in partnership with the four other Otago territorial authorities.

The Group Manager Waste and Environmental Solutions (Chris Henderson) responded to questions.

Moved (Cr Jim O'Malley/Cr Mandy Mayhem):

That the Committee:

- a) **Notes** the 2023 Otago Regional Waste Assessment is now complete, as per section 51 of the Waste Minimisation Act 2008.
- c) **Nominates** the Chair and Deputy Chair of the Infrastructure Services Committee to participate in a Waste Minimisation and Management Plan Steering Group.
- d) **Invites** mana whenua to identify Rūnaka representatives to participate in a Waste Minimisation and Management Plan Steering Group.

Motion carried (ISC/2023/034)

Moved (Cr Jim O'Malley/Cr Mandy Mayhem):

That the Committee:

- b) **Resolves** to proceed with an amendment to the Dunedin Waste Minimisation and Management Plan.

Motion carried (ISC/2023/035) with Cr Lee Vandervis recording his vote against

- 9 The review and subsequent amendments for the WMMP 2025 seek to:
- Align the Waste Minimisation and Management Plan with Te Rautaki Para - The New Zealand Waste Strategy 2023.
 - Refine and update the content of the Dunedin Waste Minimisation and Management Plan 2020 to take account of actions already delivered or programmed.
 - Provide for regional collaborative actions, where these will achieve effective and efficient waste minimisation and management across the Otago region.
 - Add focus areas to the WMMP to give more direction and concentrate on fewer areas. These focus areas are construction and demolition waste, community-based resource recovery, expanding work on diverting organics from landfill, and taking a regional approach.
- 10 The WMA provides specific and direct guidance to Territorial Authorities in relation to waste management and minimisation planning;
- S(42) Territorial Authorities to encourage effective and efficient waste management and minimisation.
 - S(43) Waste management and minimisation plans.
 - S(44) Requirements when preparing, amending, or revoking plans.
 - S(50) Review of waste management and minimisation plan.
 - S(51) Requirements for waste assessment.
- 11 The draft WMMP 2025 has been prepared in accordance with WMA Part 4 Responsibilities of Territorial Authorities in relation to waste management and minimisation in relation to;
- S(42) Territorial authorities to encourage waste minimisation and a decrease in waste disposal in order to –
 - a) Protect the environment from harm; and
 - b) Provide environmental, social, economic, and cultural benefits.
 - S(43) Waste management and minimisation plans.
 - a) For the purposes of s(42), a Territorial Authority must adopt a waste management and minimisation plan.
 - S(44) Requirements when preparing, amending, or revoking a plan.

DISCUSSION

- 12 Territorial Authorities receive waste levy money from the Ministry for Environment each financial year, in accordance to WMA section 31.
- 13 A Territorial Authority may only spend the waste levy money it receives on matters to promote or achieve waste minimisation and, in accordance with its WMMP (WMA section 32).
- 14 Implementing the WMMP 2025 would largely be funded from waste levy. Funding methods are provided in the draft WMMP 2025, as required by WMA section 43. The amount of waste levy being received by Council has increased as the landfill levy fee is being increased by central government.
- 15 The WMMP 2025 will support outcomes for Te Ao Tūroa - Dunedin's Environment Strategy and incorporates key actions for achieving Dunedin's Zero Carbon Plan 2030.

WMMP 2025 Amendments – What has changed?

- 16 We have updated the title of the WMMP to align with terminology used in the WMA.
- 17 We have updated the vision to indicate a wholistic approach will be taken, and remove the target year. The vision is an aspirational statement, to achieve this by a target year would require a more specific statement.
- 18 We have removed goals from the WMMP. Territorial Authorities are not legislatively required to set out goals in the WMMP, and those included in the WMMP 2020 were either difficult to measure, or did not align with the objectives and targets. Therefore, instead of goals, the proposed draft WMMP 2025 has updated actions and targets, which can be measured, monitored, and reported on more easily.
- 19 Targets have been updated. The three waste minimisation targets adopted under Dunedin's Zero Carbon 2030 Plan have already been achieved, or are very close to being achieved. Therefore new targets have been written to align with Te Rautaki Para – the New Zealand Waste Strategy.
- 20 Focus areas have been added to set more direction. These are construction and demolition waste, community-based resource recovery, expanding work on diverting organics from landfill, and taking a regional approach to achieve effective and efficient waste minimisation and management across the Otago region.
- 21 If authorised to do so by its WMMP, Territorial Authorities may make grants for the purpose of promoting or achieving waste management and minimisation (WMA section 47). If the Territorial Authority wishes to make grants, their WMMP must provide the framework for doing so. Accordingly, the proposed draft WMMP 2025 includes a new, more detailed framework for waste minimisation grants. This framework seeks to build more clarity and consistency when awarding funding to applicants, and to improve outcomes from these grants.

OPTIONS

Option One – Recommended Option

- 22 Approves the proposed draft WMMP 2025 for public consultation using a special consultation procedure without amendment, alongside the 9 Year Plan.

Advantages

- Complies with Council’s obligations under the WMA as a Territorial Authority. Therefore, the DCC remains eligible to receive waste levy money from the Ministry for Environment.
- Progresses work to amend the WMMP 2020 as per Council’s decision on the 15 August 2023.
- Will keep the work plan on track alongside the Long-Term Plan and the WMMP 2025 for work planning and budgeting purposes.
- Progresses towards aligning the WMMP with Te Rautaki Para - The New Zealand Waste Strategy 2023.
- Progresses towards refining and updating the content of the WMMP 2020 to take account of actions already delivered or programmed.
- Provides for regional collaborative actions, where these will achieve effective and efficient waste minimisation and management across the Otago region.
- Continues progress towards Council’s environmental goals.

Disadvantages

- No disadvantages identified.

Option Two – Status Quo

- 23 Does not approve the proposed draft WMMP 2025 for public consultation using a special consultation procedure.

Advantages

- No advantages identified.

Disadvantages

- The work programme will not meet the timeline required to align the 9 Year Plan and WMMP 2025 for work planning and budgeting purposes.
- Delays progress towards Council’s environmental goals.
- Risks not meeting Council’s obligations under the WMA, therefore the Ministry for Environment may withhold waste levy funding from Council.

Option Three – Approve with amendments

- 24 Approves the proposed draft WMMP 2025 for public consultation using a special consultation procedure with amendments, alongside the 9 Year Plan.

Advantages

- Complies with Council’s obligations under the WMA as a Territorial Authority. Therefore, the DCC remains eligible to receive waste levy money from the Ministry for Environment.
- Progresses work to amend the WMMP 2020 as per Council’s decision on the 15 August 2023.
- Will keep the work plan on track to align the 9 year Plan and the WMMP 2025 for work planning and budgeting purposes.
- Progresses towards aligning the WMMP with Te Rautaki Para - The New Zealand Waste Strategy 2023.
- Progresses towards refining and updating the content of the WMMP 2020 to take account of actions already delivered or programmed.
- Provides for regional collaborative actions, where these will achieve effective and efficient waste minimisation and management across the Otago region.
- Continues progress towards Council’s environmental goals.

Disadvantages

- No disadvantages identified.

NEXT STEPS

- 25 Following approval of the draft WMMP 2025 for consultation, with or without amendments, public consultation material will be prepared.
- 26 The public consultation period will be held over March-April 2025.
- 27 A hearings period will be arranged to be held in mid 2025.
- 28 A summary of the feedback received and the final draft WMMP 2025 will be prepared for ISCOM following public consultation and hearings. This is currently scheduled for July- August 2025.
- 29 The final WMMP 2025 document will go through the graphic design process following consultation.

Signatories

Author:	Leigh McKenzie - Waste Minimisation Officer, Waste and Environmental Solutions
Authoriser:	Chris Henderson - Group Manager Waste and Environmental Solutions Scott MacLean - General Manager, Climate and City Growth

Attachments

	Title	Page
⇒A	Draft Waste Management and Minimisation Plan 2025 (<i>Under Separate Cover 1</i>)	
⇒B	Summary of Engagement - Draft WMMP 2025 (<i>Under Separate Cover 1</i>)	

- [⇒C](#) Statement of Proposal - Draft WMMP 2025 Public Consultation (*Under Separate Cover 1*)
- [⇒D](#) Summary of Information - Draft WMMP 2025 (*Under Separate Cover 1*)
- [⇒E](#) Draft Consultation Document WMMP 2025 (*Under Separate Cover 1*)
- [⇒F](#) Draft Consultation Method - WMMP 2025 (*Under Separate Cover 1*)
- [⇒G](#) Webform for Submissions on Draft WMMP 2025 (*Under Separate Cover 1*)
- [⇒H](#) Drop In Sessions for WMMP 2025 Public Consultation (*Under Separate Cover 1*)
- [⇒I](#) Otago Regional Waste Assessment 2023 (*Under Separate Cover 1*)

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities, promotes social, economic, environmental, and cultural well-being of communities in the present and for the future.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Future Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Parks and Recreation Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	✓	<input type="checkbox"/>	<input type="checkbox"/>

Dunedin's Zero Carbon Plan 2030.

Māori Impact Statement

The proposed draft WMMP 2025 has been prepared with input from the Steering Group which included representatives of mana whenua, and the Māori Partnerships Team to ensure the work aligns with te ao Māori, Te Taki Haruru, and the Treaty of Waitangi.

Sustainability

The WMMP 2025 will enhance outcomes for the environment by reducing waste being sent to landfill, and avoiding harm upon the environment.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

The draft WMMP 2025 contains actions which seek funding through Annual Plans and/or the Long Term Plan.

Financial considerations

Deciding to consult upon the proposed draft WMMP has no significant financial implications, and is required as a step to adopting an amended WMMP, as required by the WMA to continue receiving waste levy funding from the Ministry for Environment.
Funding methods for the proposed actions are provided in the draft Action Plan.

Significance

This decision is considered to be medium in regard to Council's Significance and Engagement Policy. Council has reviewed its WMMP and decided to amend it. This is not a new Plan.

Engagement – external

In preparation of the draft WMMP 2025, external engagement was carried out with; community, non-profit organisations, commercial businesses, private waste companies, the construction and demolition sector, the Zero Carbon Alliance, Community Boards, the University of Otago, and Otago Polytechnic, and representatives from Ōtākou marae and Puketeraki marae.

SUMMARY OF CONSIDERATIONS

Engagement - internal

In preparation of the draft WMMP 2025, internal engagement was carried out with Community Development, Events, City Development, Parks and Recreation, Building Services, City Planning, Corporate Policy, Māori Partnerships Team, Legal, Waste and Environmental Solutions, and Zero Carbon.

Risks: Legal / Health and Safety etc.

Following the special consultation procedure is required for meeting our obligations as Territorial Authority under the WMA.

Conflict of Interest

There are no known conflicts of interest.

Community Boards

Community Boards will have the opportunity to submit on the draft WMMP 2025 during the special consultative procedure.

UPDATED 2024/25 ZERO CARBON IMPLEMENTATION PLAN

Department: Sustainability Group

EXECUTIVE SUMMARY

- 1 The purpose of this report is to present an updated draft 2024/25 Zero Carbon Implementation Plan.
- 2 The Zero Carbon Plan, adopted by Council in September 2023, sets out the key shifts Dunedin as a city will need to become a Zero Carbon city, and action areas for the Dunedin City Council (DCC) to help bring about those shifts.
- 3 Due to the decision to prepare an Annual Plan for 2024/25, an Implementation Plan for 2024/25 is required. Future years' Implementation Plans will be determined through the 9 year plan process.
- 4 The proposed 2024/25 Zero Carbon Implementation Plan has been updated following consideration by the Zero Carbon Plan Advisory Panel and is now in two parts:
 - a) Attachment A sets out specific timebound projects
 - b) Attachment B sets out 'business-as-usual' actions.

RECOMMENDATIONS

That the Council:

- a) **Notes** the proposed 2024/25 Zero Carbon Implementation Plan.

BACKGROUND

Zero Carbon Plan sets out the DCC's role

- 5 The Zero Carbon Plan sets out the key shifts Dunedin as a city will need to become a Zero Carbon city (excluding biogenic methane), and the actions the Dunedin City Council (DCC) will take to help bring about those changes. The Zero Carbon Plan built on work already underway and identified additional actions for the DCC to take to help Ōtepoti Dunedin achieve its emissions reduction goals.
- 6 The modelling used to develop the Plan showed that while there is a long way to go for Dunedin to achieve emissions reduction targets, net zero emissions by 2030 is possible if organisations, businesses and communities in Ōtepoti Dunedin collectively pull all the available levers as hard as possible to achieve the scale of change required. Ōtepoti Dunedin's emissions reduced between 2018/19 and 2021/22. Fewer emissions were generated, and the city's forests grew, absorbing more carbon. However, to reach net zero, Plan modelling confirmed much more needs to be done.

- 7 In September 2023, Council adopted the Zero Carbon Plan:

Moved (Mayor Jules Radich/Cr Brent Weatherall):

That the Council:

- a) **Adopts** the Zero Carbon Plan 2030;

Division

The Council voted by division

For: Crs Sophie Barker, David Benson-Pope, Christine Garey, Carmen Houlahan, Marie Laufiso, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Steve Walker, Brent Weatherall and Mayor Jules Radich (11).

Against: Crs Bill Acklin, Kevin Gilbert, Lee Vandervis and Andrew Whiley (4).

Abstained: Nil

The division was declared CARRIED by 11 votes to 4.

Motion carried (CNL/2023/210)

Implementation plans to guide delivery

- 8 To deliver on the Zero Carbon Plan 2030, actions are needed across a range of sectors. In September 2023, Council noted an implementation plan for the 2023/24 year:

Moved (Mayor Jules Radich/Cr Brent Weatherall):

That the Council:

- c) **Notes** the Zero Carbon implementation plan for the current financial year

Division

The Council voted by division

For: Crs Sophie Barker, David Benson-Pope, Christine Garey, Carmen Houlahan, Marie Laufiso, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Steve Walker, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (12).

Against: Crs Bill Acklin, Kevin Gilbert and Lee Vandervis (3).

Abstained: Nil

The division was declared CARRIED by 12 votes to 3

Motion carried (CNL/2023/212)

- 9 The 2023/24 Zero Carbon Implementation Plan included actions that could be progressed with existing resources. Alongside these, indicative actions for 2024-2034 were identified.

- 10 It was anticipated that future years' Implementation Plans would be determined through the 10 year plan process.

A 2024/25 Implementation Plan is required

- 11 Due to the decision to prepare an Annual Plan for 2024/25, an Implementation Plan for 2024/25 is required.

- 12 The 2024/25 implementation plan contains actions that can be delivered from within existing department budgets. Future years implementation plans will be subject to 9 year plan decisions.

- 13 In August 2024, Council considered the 2024/25 Implementation Plan and referred it to the Zero Carbon Advisory Panel, which was established in the same Council meeting.

Moved (Cr Sophie Barker/Cr Cherry Lucas):

That the Council:

- a) *Notes the proposed 2024/25 Zero Carbon Implementation Plan.*

Motion carried (CNL/2024/157)

Moved (Cr Sophie Barker/Cr Cherry Lucas):

That the Council:

- b) ***Refers the proposed 2024/25 Zero Carbon Implementation Plan to the Zero Carbon Advisory Panel to refine the implementation plan for approval by Council before 31 October 2024.***

Motion carried (CNL/2024/158)

DISCUSSION

2024/25 Implementation Plan updated following Advisory Panel meeting

- 14 The 2024/25 Zero Carbon Implementation Plan has been updated following consideration by the Zero Carbon Plan Advisory Panel, and is in two parts:
- a) Attachment A sets out specific timebound projects
 - b) Attachment B sets out 'business-as-usual' actions.
- 15 'Business-as-usual' actions are actions that are ongoing as part of Council's normal operations until at least 2030, and include advocacy/partnership based actions, and Zero Carbon Policy implementation actions.
- 16 In addition to separating 'business-as-usual' actions and discrete projects into separate tables, updates include:
- a) Where relevant, adding the name of the partner to the 'role of DCC' column
 - b) Removing discontinued actions to reflect related decisions of Council.
- 17 'Progress to date' commentary in the implementation plan has not generally been updated since the August report. Reporting against the actions in the implementation plan will commence once it has been formally noted by Council.

2024/25 Implementation Plan reflects changed Government policies

- 18 The Zero Carbon Plan 2030 was developed in an environment of central government co-funding for activities relating to climate adaptation and response, particularly in the Transport sector. Since the indicative actions for 2024-2034 were developed, the change in Government has led to changes in government policy and removal of some co-funding opportunities.

- 19 As reported to Council in August 2024, the draft 2024/25 Zero Carbon Implementation Plan only includes actions that can be progressed with existing resources and reflects the context of current government policy.
- 20 Transport and Urban Form chapter actions have been the most impacted by government policy changes. The transport sector is the second highest emitting sector in Dunedin after agriculture, and marked shifts from business-as-usual will be required by 2030 to achieve targets. The indicative actions for 2024-34 presented to Council in September 2023 therefore had a strong emphasis on projects that would support increased walking, cycling and use of public transport, as well as electrification of the vehicle fleet.
- 21 The draft 2024/25 Zero Carbon Implementation Plan reflects that changes in government policy and the availability of funding have delayed, deferred or stopped a number of these actions. The changed context also impacts other Plan chapters, albeit to a lesser degree.

Implementation Plan includes actions that can be delivered from existing resource levels

- 22 Like the 2023/24 implementation plan, the 2024/25 implementation plan only includes actions that can be progressed from existing resource levels.

Future implementation plans subject to LTP budget decisions

- 23 Future actions that require additional resourcing will be subject to annual approved budgets.
- 24 Council requested in September 2023 that High and Medium Zero Carbon packages be developed for consideration as part of 9 year plan development. The implementation plan for 2025 and beyond will therefore be finalised following the 9 year plan budget decisions.

OPTIONS

- 25 There are no options, as this is a noting report only.

NEXT STEPS

- 26 The 2024/25 Zero Carbon Implementation Plan will progress within approved 24/25 departmental budgets.

Signatories

Author:	Florence Reynolds - Zero Carbon Senior Policy Analyst, Sustainability Jinty MacTavish - Principal Policy Advisor Sustainability
Authoriser:	Scott MacLean - General Manager, Climate and City Growth

Attachments

	Title	Page
↴A	Proposed 24/25 Zero Carbon Implementation Plan - Specific time-bound projects	71
↴B	Proposed 24/25 Zero Carbon Implementation Plan - Business-as-usual actions	78

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

Implementation of the Zero Carbon Plan is anticipated to promote the social, economic and environmental wellbeing of communities in the present and for the future, by facilitating the transition to a low carbon economy.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Future Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	✓	<input type="checkbox"/>	<input type="checkbox"/>

Elements of the Plan have been assessed as directly contributing to the goals of all strategies and the DCC's Emissions Management and Reduction Plan.

Māori Impact Statement

A critical Treaty of Waitangi analysis was prepared previously as part of the Zero Carbon work programme. This indicated that, in general, taking action on climate change is aligned with Treaty of Waitangi obligations because a wide range of taonga are at risk from climate change. Individual Implementation Plan projects will need to consider the Māori Strategic Framework and incorporate mana whenua and mātaūwaka inputs during planning and delivery.

Sustainability

Without cuts to emissions, climate change impacts will further accelerate, with commensurate negative impacts on the social, environmental, cultural, and economic wellbeing of New Zealand communities. Conversely, actions to reduce emissions generally have co-benefits in terms of community wellbeing.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

The 2024/25 Implementation Plan includes actions that can be progressed within existing resourcing.

Financial considerations

There are no additional costs for the recommended option. The 2024/25 Implementation Plan includes only actions that can be undertaken within existing resourcing. Further Implementation Plans will be considered through the 9 year plan process.

Significance

The 2024/25 Zero Carbon Implementation Plan is considered low significance as it relates to an existing Plan adopted by Council.

Engagement – external

Substantial external engagement was undertaken during development of the Zero Carbon Plan.

SUMMARY OF CONSIDERATIONS***Engagement - internal***

Substantial internal engagement was undertaken in Zero Carbon Plan and Implementation Plan development. Teams have provided updates on the actions they are leading.

Risks: Legal / Health and Safety etc.

There may be reputational risks for the DCC associated with non-delivery on emissions reduction ambitions, given the target adopted by Council in 2019. Audit New Zealand currently has a focus on reporting on progress towards emissions reduction targets.

Conflict of Interest

No conflict of interest has been identified.

Community Boards

A workshop involving members of all community boards was held to inform Zero Carbon Plan development.

Specific time-bound projects							
Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Resource Use and Waste							
Resources	KS1	Use resources in a more circular way					
Resources	KS2	Divert more waste from landfill					
Resources	AA 1	Enable communities to re-use and recycle resources					
Resources	R1.1.4	Work with community partners to support three or more communities to establish new community-led resource/recycling centres in local neighbourhoods	WES with support from ZC	DCC-led	Yes	Priority Action	Engagement across a range of communities has commenced and will continue. Community site opportunities and options pending. Refer R1.1.5 below.
Resources	R1.1.5	Complete business case for a wider network of community-led resource/recycling centres in local neighbourhoods	WES with support from ZC	DCC-led			Work underway. Part of R1.1.5 above.
Resources	AA 2	Support collaboration for circularity				Moderate	
Resources	R1.2.1	Expand supports for waste minimisation education, projects, facilities, and services to include initiatives that support resource circularity, and to ensure that key services can access multi-year funding.	WES	DCC-led	Yes		Opportunities to expand in these areas is ongoing. Some actions would likely be included in the new WMMP for 2024-2030.
Resources	R1.2.2a	Progress collaborative work on circular economy with partners	ZC with WES support	In partnership with Zero Carbon Alliance		Priority Action	Progressing through actions underway e.g. construction and demolition waste business case development (underway), and Zero Carbon Alliance. Waste minimisation community network established.
Resources	AA 3	Enable food and garden organics to be composted				Moderate	
Resources	R1.3.1a	Work to secure resource consent for Green Island redevelopment for composting facility	WES	DCC-led	Yes		Organics receivals building operating now. Resource consent pending for GI redevelopment.
Resources	AA 4	Enable construction waste to be reduced, re-used and recycled				Moderate	
Resources	R1.4.1a	Work to secure resource consent for Green Island redevelopment for storing and sorting timber diverted from landfill (refer to R1.1.1. and R1.2.2a)					
Resources	R1.4.3	Explore with community partners the potential for construction waste re-use hub(s)	WES with ZC support	DCC-led			Initial site assesment criteria developed. Discussions ongoing with community and C&D partners.
Resources	R1.4.5	Explore options for incentives to encourage low carbon, circular, low waste design for construction projects	WES with ZC support	DCC-led			Research underway to identify options.
Resources	R1.4.7	Explore ways to support the establishment and operation of building deconstruction services	WES with ZC support	DCC-led			Exploring case study opportunities through Zero Carbon Alliance.
Resources	R1.4.9	Deliver a pilot programme for construction waste separation	WES	DCC-led			Original skip pilot being expanded in scope to include other construction site solutions e.g. fadge bags.
Resources	R1.4.10	Undertake and publish case studies on separating construction waste and reducing waste in design	WES	DCC-led			Two existing case studies, more being prepared.
Resources	R1.4.11	Publish information about best practice for reducing construction material use and waste through design and construction	WES	DCC-led			Webpage set up to enable publication of best practice resources.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Resources	AA 5	Enhance waste minimisation education and facilities				Minor	
Resources	R1.5.2	Work to secure resource consent for Green Island redevelopment to provide more infrastructure for waste diversion (refer to R1.1.1. and R1.2.2a)					
Resources	R1.5.4	Explore how to best support businesses to undertake waste audits and develop waste minimisation plans	WES	DCC-led	Yes		Opportunities for business waste minimisation education and support, including waste audits, are being investigated.
Resources	AA 6	Improve data on resource use and waste				Minor	
Resources	R1.6.3	Undertake study to determine source of paper sent to landfill	WES	DCC-led	Yes	Priority Action	To be scoped in 2024/25.
Resources	R1.6.5	Undertake study to determine source and composition of textiles sent to landfill	WES	DCC-led	Yes		To be scoped in 2024/25.
Resources	KS 3	Improve landfill and wastewater gas management					
Resources	AA 7	Divert biosolids and minimise emissions from wastewater treatment					
Resources	R3.7.1	Explore options for a long-term biosolids solution	3W / WES	DCC-led	Yes		Programme for development of a long term Bioresources Strategy, including interim solutions is in place. Steering Group has been established with Aukaha membership supporting iwi interests and communication.
Resources	AA 8	Improve landfill and wastewater gas capture				Minor	
Resources	R3.8.2	Purchase and install gas engine at Green Island Landfill	WES	DCC-led	Yes	Priority Action	On track. Preparatory work likely to commence in 24/25, installation in 25/26.
Resources	R3.8.4	Deliver a gas flare at Mosgiel Waste Water Treatment Plant	3W	DCC-led	Yes		Programmed for delivery. Construction delayed.
Transport and Urban Form							
Transport	KS1	Nurture low emissions urban form					
Transport	AA 1	Encourage density close to centres and public transport				Moderate	
Transport	T1.1.1	Build Zero Carbon considerations into the 3 Waters growth capital programme	3W with support from ZC	DCC-led			Prioritisation tool for 3W Growth Capital Programme has been developed.
Transport	T1.1.2	Deliver the 3 Waters growth capital programme	3W	DCC-led			Implementation of prioritisation tool for 3W Growth Capital Programme part of 2024/25 Capex and ongoing.
Transport	T1.1.5a	Undertake a review of 2GP provisions and develop associated guidance documents to support Zero Carbon outcomes including related to the following: <ul style="list-style-type: none"> Improved on-site amenity for multi-unit residential developments Shared transport options for multi-unit residential and commercial developments End of trip facilities for commercial developments Shared infrastructure for EV charging in multi-unit residential and commercial developments 	City Development	DCC-led			The City Development team are currently reviewing the rules that manage the design of multi-unit housing, this review will look at whether the Plan should manage on-site amenity beyond the current standards in the Plan. The other elements are not currently included in the forward work programme and would require funding or additional resourcing to progress.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Transport	AA 2	Strengthen neighbourhood centres				Minor	
Transport	T1.2.2	Consider actions to promote the use and reuse of vacant spaces, including through residential use, as part of Heritage Action Plan implementation plan development	City Development	DCC-led			Heritage Action Plan complete. Implementation Plan in development, to be considered as part of 9YP. The actions that may get undertaken or funded are unclear at this stage. The building incentives review (report to 9YP) being led by Principal Policy Advisor Housing is also covering this topic.
Transport	T1.2.6	Complete South Dunedin Library	Property	DCC led			Project continuing as planned.
Transport	KS2	Target closer markets, encourage local destinations, and inspire longer stays					
Transport	AA 4	Align destination and events management				Moderate	
Transport	T2.4.2	Establish a baseline for emissions from cruise vessels	ZC	In partnership with Port Otago			Nearing completion.
Transport	KS 3	Unlock remote solutions					
Transport	AA 8	Provide virtual and low-emissions mobile solutions				Minor	
Transport	T3.8.3	Deliver DCC eServices programme	BIS	DCC-led			First large release has successfully gone live with 'Solicitors Portal' allowing our solicitor community to organise the day of sale transfer through the new portal.
Transport	KS 4	Develop convenient and attractive cycling and walking networks and public transport services					
Transport	AA 9	Complete urban cycleway networks and improve priority pedestrian networks				Moderate	
Transport	T4.9.1	Develop <i>Otepoti - Dunedin pathways: A walking and cycling plan</i> that aligns with Zero Carbon goals	Transport / Zero Carbon	DCC-led			Plan drafted, presenting to ISCOM in October 24 with a costed programme of works for consideration in the 9YP.
Transport	T4.9.3	Deliver Dunedin Tunnels Trail	Transport	In partnership - Dunedin Tunnels Trails Trust			Work underway. Ongoing work to be considered in 9YP.
Transport	T4.9.8	Deliver Transport Choices - South Dunedin Schools programme (behaviour change elements only)	Transport	DCC-led			Infrastructure changes were cancelled, behaviour change (Transport Choices Schedule 2, which remained funded at a 90% FAR rate) is currently being delivered.
Transport	T4.9.11	Plan and deliver remaining stages of the Central City Plan	PPSO / Transport	DCC-led			Report to be tabled with council in September 2024. Funding decisions to form part of 9YP.
Transport	T4.9.15	Deliver SFDTCentral City Cycle and Pedestrian Improvements – St Andrew St	Transport	Partner-led - NZTA			Currently working on this with NZTA, as part of the revocation process of swapping SH88 from St Andrew St to Frederick St.
Transport	AA 10	Support improvements in public transport service frequency, operating hours and quality, while maintaining affordability for users				Moderate	
Transport	T4.10.6	Complete feasibility study into passenger rail, with an initial emphasis on a service between Mosgiel and Dunedin	Transport	DCC-led			Study almost completed. Costing available for consultation on rail passenger services as part of the 9Y plan.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Transport	KS 5	Boost travel demand management to support use of active and public modes					
Transport	AA 13	Align parking management and consider other pricing mechanisms				Moderate	
Transport	T5.13.1	Develop a Parking Management Policy that aligns with Zero Carbon goals	Transport with support from ZC	DCC-led			
Transport	T5.13.2	Implement the Parking Management Policy, including through area-based parking management plans	Transport	DCC-led		Priority Action	Delayed due to resourcing constraints. However, will be completed in the 2024/25 year.
Transport	AA 14	Establish and promote car share					
Transport	T5.14.1	Facilitate establishment of commercial car share in Dunedin	Transport with support from ZC	In partnership with ZCA and supplier		Priority Action	Project has revenue implications. Next step is Council consideration through 9YP. If funded in 9YP, delivery will continue within Transport team resource.
Transport	AA 15	Expand workplace and school travel planning and road safety promotion				Moderate	
Transport	T5.15.4	Develop the Dunedin Road Safety Plan	Transport	DCC-led			
Transport	KS 6	Shift freight to low emissions modes					
Transport	AA 18	Support freight to shift to rail and coastal shipping				Minor	
Transport	T6.18.1	Complete a feasibility study of inland freight hub(s)	Transport	DCC-led			Freight hubs are being investigated. To be aligned with Zero Carbon, it would need to result in reduced truck movements.
Transport	KS 7	Electrify light vehicles					
Transport	AA21	Support electrification of service vehicles and last mile delivery				Moderate	
Transport	T7.21.3	Invest in infrastructure to support continued DCC fleet electrification	Fleet / Property with ZC support	DCC-led	Yes		Detailed planning work to progress in 24/25, for delivery in 25/26 (dependent on 9YP funding for 25/26).
Transport	KS 8	Decarbonise heavy vehicles, marine and aviation					
Transport	AA 23	Support transition to low- and zero-emission fuels for heavy vehicles				Minor	
Transport	T8.23.2	Consider if freight needs should be included in planning for EV charging infrastructure	Transport	Central Govt/Private sector led, with some role for DCC			

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Buildings, Energy and Industry							
Energy	KS1	Switch to low carbon stationary energy sources					
Energy	KS2	Improve energy efficiency of buildings and industry					
Energy	AA 1	Support the transition to fossil-fuel free process heat				Moderate	
Energy	E1.1.3a	Explore options to support businesses using fossil fuelled boilers/process heat with a capacity less than 500kW (especially LPG boilers) to develop decarbonisation plans	ZC	DCC-led			EECA's Regional Energy Transition Accelerator programme identified a possible role for the DCC working to identify building owners/energy users with fossil-fuelled process heat smaller than 500kW, and supporting their transition. Possible approaches to progress this will be considered alongside the SME support programme.
Energy	AA 2	Replace fossil fuels and improve energy efficiency of DCC facilities				Minor	
Energy	E1.2.1	Deliver heat recovery system at Moana Pool	PARS	DCC-led	Yes		Decisions pending on timeframe to deliver second heat recovery system. Existing heat recovery system is still operational.
Energy	E1.2.3	Develop detailed cases to improve energy efficiency and displace LPG use at - Civic Centre - Dunedin City Library - Dunedin Public Art Gallery - Toitu Otago Settlers Museum - Dunedin Railway Station - Regent Theatre	Property	DCC-led	Yes		Civic Centre, Dunedin City Library, Dunedin Public Art Gallery, Toitu all progressing as planned, in the early stages of investigation and planning.
Energy	E1.2.7	Explore options to displace stationary diesel use at wastewater treatment plants	3W with ZC / Property support	DCC-led	Yes		Works programmed for some short - medium term improvements. (To increase incinerator efficiency/capacity and to decrease diesel consumption). Opportunity to implement improvements to incinerator not able to be realised in 2023/24. May require additional long term funding. Consideration within scope of Long Term Bioresources Strategy. R3.7.1
Energy	E1.2.11	Implement preferred option to improve the overall energy efficiency and displace LPG use at Andersons Bay Crematorium	PARS	DCC-led	Yes	Priority Action	Options to reduce LPG at Andersons Bay Crematorium were investigated in 2023/24. Upgrade to LPG boilers to improve energy efficiency to be delivered in 24/25.
Energy	AA 3	Support energy efficiency and the transition away from fossil fuels in homes				Minor	
Energy	E1.3.1	Explore options to increase residential and community energy efficiency and address energy hardship through Housing Action Plan implementation, and design programme or solution	Housing, with ZC support	DCC-led			Forms part of wider incentives work programme. A report on options is due in time to inform 9YP.
Energy	E1.3.2	Pilot residential energy efficiency programme	Housing, with ZC support	In partnership - Community Energy Network (CEN), Aukaha			Original pilot proposal received insufficient co-funding from Central Government. Some significantly de-scoped actions undertaken.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Energy	E1.3.3	Explore options to promote or incentivise transition to low emissions solutions for heating and cooking in existing homes	Zero Carbon with Housing support	DCC-led			Forms part of wider incentives work programme. A report on options is due in time to inform 9YP.
Energy	E1.3.5	Explore options to promote or incentivise energy efficient, low emissions new builds and retrofits	Housing with ZC support	DCC-led			Forms part of wider incentives work programme. A report on options is due in time to inform 9YP.
Energy	E1.3.9	Support development of an Otago Climate Strategy – refer to Forestry, Land and Agriculture chapter					
Energy	KS3	Increase local renewable generation					
Energy	AA 5	Grow renewable energy generation in the community				Minor	
Energy	E3.5.2	Explore options to promote or incentivise renewable energy generation on community assets and residential property	ZC with Property support	DCC-led			Forms part of wider incentives work programme. A report on options is due in time to inform 9YP.
Forestry, Land and Agriculture							
FLAG	KS1	Reduce emissions from agriculture					
FLAG	AA 1	Support emissions reduction in agriculture				High	
FLAG	F1.1.1	Support the development of an Otago Climate Strategy that aligns with Zero Carbon goals	ZC	Partner-led - ORC		Priority Action	In progress.
FLAG	KS2	Grow sequestration that aligns with mana whenua and community values					
FLAG	AA 2	Support growth of sequestration that aligns with mana whenua and community values				High	
FLAG	F2.2.1	Support the completion of a regional sequestration study	ZC	Partner-led - ORC			DCC has co-funded work commissioned by ORC to study existing and potential capacity within the district.
FLAG	F2.2.2	Explore options to encourage and support growth in sequestration that aligns with mana whenua and community values, including the role of DCC and DCHL offsetting (if any)	ZC	DCC-led			Research phase ongoing, planning for engagement once ORC-led sequestration study results finalised and understood (see F2.2.1).
Communities and Economies							
Communities & Economies	KS1	Build resilient and connected communities, including by enabling local food, resource sharing, and access to local amenities.					
Communities & Economies	AA 1	Foster local and regenerative food systems				Moderate	
Communities & Economies	C1.1.2a	Consider options for community food hub through broader ED work programme	ED Lead, Community Development support	In partnership - food stakeholders in the City, possibly Central Government partners			

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Communities & Economies	C1.1.10	Explore with relevant stakeholders ways to encourage people to join the food industry	ED	In partnership with Start Up Dunedin and other local food stakeholders			Tracking as expected. Ongoing BAU.
Communities & Economies	AA 2	Strengthen local communities				Moderate	
Communities & Economies	C1.2.1a	Progress work on community resource hubs (see Action area 1 in Resource Circularity chapter)					
Communities & Economies	AA 3	Empower the community to respond				High	
Communities & Economies	C1.2.4a	Explore ways to better support community-led emissions reduction activity through grants, including - the potential role of place-based community funding linked to emissions reduction initiatives - the potential role of zero carbon community response grants to support community action and events	ZC with Community Development support	DCC-led		Priority Action	ZC scoping work complete. Linked to broader Grants Review.
Communities & Economies	C1.3.1	Develop a zero carbon community outreach, engagement and activation plan	ZC with support from Comms and Marketing, Community Development	DCC-led			In progress. To be developed to align with 9YP Zero Carbon investment packages.
Communities & Economies	KS3	Support innovation and grow diverse low carbon sectors and businesses					
Communities & Economies	AA 5	Support low carbon innovations to establish and grow				Moderate	
Communities & Economies	C3.5.3a	Pilot incentives for entrepreneurs to tackle emissions, and support start-ups that aim to contribute significantly to low carbon goals	ZC with support from ED	In partnership - supplier, businesses, Business South			
Communities & Economies	AA 6	Support development of a diverse low carbon economy				High	
Communities & Economies	C3.6.1	Build Zero Carbon considerations into the revision of the Economic Development Strategy, including by way of a low carbon future economy opportunities/innovation scan nationally and globally	ED with support from ZC	DCC-led		Priority Action	Research complete. Integration ongoing.
Communities & Economies	C3.6.3	Grow circular economies - See action areas 1-5 in the Resources chapter					
Communities & Economies	KS4	Support businesses and sectors to reduce emissions from their operations					
Communities & Economies	AA 7	Support businesses to transition				Very high	
Communities & Economies	C4.7.3a	Deliver scaled up pilot of zero carbon business transition support programme	ZC with input from ED	In partnership - supplier, businesses, Business South			Initial pilot complete. Scaled up pilot in planning phase.

Actions that are BAU							
<i>Includes actions that not specific time-bound projects - such as actions that are ongoing until at least 2030, advocacy/partnership based actions, and Zero Carbon Policy actions</i>							
Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Resource Use and Waste							
Resources	KS1	Use resources in a more circular way					
Resources	KS2	Divert more waste from landfill					
Resources	AA 1	Enable communities to re-use and recycle resources				Minor	
Resources	R1.1.1	Continue to develop and support existing resource recovery parks: Green Island, Waikouaiti, Middlemarch	WES	DCC-led	Yes		Green Island RRP resource consent pending.
Resources	R1.1.8	Continue to support/run and grow a calendar of community events and education to divert household items from landfill, including repair cafes and Para Kore	WES	DCC-led	Yes		Ongoing - from in-house resource, through contracted external providers and via waste minimisation community grants.
Resources	AA 2	Support collaboration for circularity				Moderate	
Resources	R1.2.3	Require DCC contracts with the potential for large waste volumes to minimise waste through standardised Zero Carbon approach – refer to Communities and Economies (Key shift 4)			Yes		
Resources	AA 3	Enable food and garden organics to be composted				Moderate	
Resources	R1.3.4	Encourage and support waste-related improvements to the Land and Water Regional Plan including improving provisions for composting	WES and ZC	Partner-led - ORC	Yes		Provisions in early draft, but timing dependent on LWRP programme.
Resources	AA 4	Enable construction waste to be reduced, re-used and recycled				Moderate	
Resources	R1.4.2	Continue collaborating with other councils to identify or create solution for timber and other regional waste processing infrastructure	WES	In partnership with Otago TAs	Yes	Priority Action	Regional waste officer appointed to progress Otago TA partnership projects.
Resources	AA 5	Enhance waste minimisation education and facilities				Minor	
Resources	R1.5.1	Continue to expand provision of waste minimisation information and education, including developing an online information hub, a mobile waste education unit and delivering a business education programme	WES	DCC-led	Yes		Opportunities to expand these services are being investigated.
Resources	R1.5.5	Support business to undertake waste audits and develop waste minimisation plans	WES	DCC-led	Yes	Priority Action	Dependent on outcomes of above investigation.
Resources	KS 3	Improve landfill and wastewater gas management					
Resources	AA 7	Divert biosolids and minimise emissions from wastewater treatment				Minor	
Resources	R3.7.3	Build Zero Carbon considerations into 3 Waters Integrated System Planning	3W with support from ZC	DCC-led	Yes		Technical documents completed. Dynamic Adaptive Pathway Plan identified for each water with pathway to projects identified.
Resources	AA 8	Improve landfill and wastewater gas capture				Minor	
Resources	R3.8.3	Continue work to optimise gas capture and destruction at Green Island Landfill	WES	DCC-led	Yes	Priority Action	Work continues as planned.
Transport and Urban Form							
Transport	KS1	Nurture low emissions urban form					
Transport	AA 1	Encourage density close to centres and public transport				Moderate	
Transport	T1.1.3	Build Zero Carbon considerations into 3 Waters Integrated System Planning – Refer Resources Key shift 3					
Transport	AA 2	Strengthen neighbourhood centres				Minor	
Transport	T1.2.7	Build Zero Carbon considerations into aquatic, reserves management plans, sports facilities, and open space network reviews	PARS with support from ZC	DCC-led			Reserve Management Plans underway, currently in draft. Zero Carbon considerations built into process.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Transport	AA 3	Design urban form for connectivity				Minor	
Transport	T1.3.2	Continue to improve DCC pre-application and consent processes to achieve better outcomes for connectivity and urban design, with an initial focus on major subdivisions and developments	City Development Engineer with support from PARS, Transport, City Development	DCC led			Pre-application meetings between DCC and developers have resulted in positive outcomes for larger subdivisions, reducing rework and confusion. The pre-application meetings are still a work in progress and are being refined every time DCC use them.
Transport	T1.3.3	Encourage and support ORC to involvement in pre-application and consent processes for major subdivisions and developments to maximise potential integration with the public transport network (including through RLTP and RPTP processes, and Otago Climate Strategy development, as appropriate)	Transport and City Development with support from ZC	In partnership with ORC			All consent processes for major subdivisions involve a transport assessment (or if they are larger a full integrated transport assessment). As part of that assessment there is an evaluation of the available public transport to support the area in question. As part of the FDS, the Transport team alongside City Development identified the areas of growth and what additional public transport infrastructure would be needed. The ORC were also part of the FDS so they could consider the growth in their planning for bus routes.
Transport	KS2	Target closer markets, encourage local destinations, and inspire longer stays					
Transport	AA 4	Align destination and events management				Moderate	
Transport	T2.4.1	Build Zero Carbon considerations into Destination Management Plan implementation and other Regional Tourism Organisation (RTO) activities	ED with support from ZC	In partnership with Visitor sector		Priority Action	Activity commenced and will continue to be delivered as part of ODMMP in 2024/25.
Transport	AA 6	Encourage low carbon recreation				Minor	
Transport	T2.6.1	Implement the <i>Play Spaces Plan 2021</i> and <i>Recreation Tracks Plan 2022</i>	PARS	DCC-led			Upgrades to playgrounds at St Clair and Botanic Garden scheduled.
Transport	T2.6.2	Explore opportunities to optimize promotion of local destinations and recreation opportunities to local people, and implement options identified.	PARS with support from ED	DCC-led			Work is ongoing.
Transport	T2.6.3	Support community groups developing and implementing regional cycleway connections: - Waiholā to Wingatui cycle trail connection - Cycle trail connecting coastal communities north of Dunedin	Transport and ZC	Partner-led - Dunedin Tracks Network Trust			
Transport	T4.9.21	Consider planning phase walking/cycling/public transport improvement projects (including relevant Shaping Future Dunedin Transport programme projects, additional stages of the Central City Plan, Dunedin Tunnels Trail) through 9 Year Plan development	Transport, ZC	DCC-led			
Transport	KS 4	Develop convenient and attractive cycling and walking networks and public transport services					
Transport	AA 10	Support improvements in public transport service frequency, operating hours and quality, while maintaining affordability for users				Moderate	
Transport	T1.10.1a	Encourage and support the ORC to improve public transport service frequency, especially on key routes, while maintaining affordability for users (including through RLTP and RPTP processes and the Otago Climate Strategy development, as appropriate)	Transport with support from ZC	Partner-led - ORC			
Transport	T4.10.5	Encourage and support the ORC to align public transport services to better meet the needs of students and staff travelling to school and after-school sports (including through RLTP and RPTP processes and the Otago Climate Strategy development, as appropriate)	Transport with support from ZC	Partner-led - ORC			Integrated into BAU.
Transport	AA 11	Support extensions to the geographic reach of public transport services				Moderate	
Transport	T4.11.1	Encourage and support ORC to investigate, trial and implement new network units (routes) as per the RPTP (including through RLTP and RPTP processes and Otago Climate Strategy development, as appropriate)	Transport with support from ZC and ED	Partner-led - ORC			Integrated into BAU.
Transport	T4.11.3	Encourage and support central government and other agency investigation and implementation of inter-regional public transport (including through changes to government regulatory and investment processes, RTO activities, and Otago Climate Strategy development, as appropriate)	ZC with support from Transport and ED	Partner-led - Zero Carbon Alliance partners, government			Integrated in BAU. DCC has also been working with Otago University through the Zero Carbon Alliance to investigate events-based train service.
Transport	AA 12	Support improvements in the quality and consistency of bus stops and bike facilities				Minor	
Transport	T4.12.1a	Respond to any opportunities to improve the quality and consistency of bus stops and bike facilities (including through changes to government regulatory and investment processes, RTO activities, and Otago Climate Strategy development, as appropriate)	Transport	DCC-led		Priority Action	No funding available.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Transport	KS 5	Boost travel demand management to support use of active and public modes					
Transport	AA 13	Align parking management and consider other pricing mechanisms				Moderate	
Transport	T5.13.3	Encourage and support central government to expand and align pricing and enforcement tools and provide best practice guidance on their application by local government	Transport / ZC	Partner-led - Central Government			Central Government proposed parking fee increases. Due to short submission timeframe (3 working days), DCC did not submit. BAU to submit for future opportunities if possible.
Transport	AA 15	Expand workplace and school travel planning and road safety promotion				Moderate	
Transport	T5.15.2a	Continue to deliver existing travel demand management programmes, including for schools.	Transport	In partnership with schools		Priority Action	
Transport	T5.15.4	Develop the Dunedin Road Safety Plan	Transport	DCC-led			
Transport	AA 17	Improve connections between modes				Minor	
Transport	T5.17.2	Encourage and support the owners/operators of existing transport infrastructure to improve connections between modes: - Dunedin bus hub - Dunedin Airport - Port Otago (including through RTO activities, the DCHL Carbon Roadmap, and Otago Climate Strategy development as applicable)	ZC with support from ED / Transport	Partner-led - ORC, DCHL			Integrated in BAU.
Transport	KS 6	Shift freight to low emissions modes					
Transport	AA 19	Support growth of e-bikes and micro-mobility for last mile delivery				Minor	
Transport	T6.19.3	Consider the needs of low emissions last-mile delivery modes in the Central City Upgrade and other centers upgrades	PPSO with support from Transport, City Development	DCC-led			As part of the George St Retail Precinct Upgrade, DCC ran a trial with e-bike courier services and provided incentives for businesses to participate. Lack of Waka Kotahi co-funding may constrain further action.
Transport	KS 8	Decarbonise heavy vehicles, marine and aviation					
Transport	AA 23	Support transition to low- and zero-emission fuels for heavy vehicles				Minor	
Transport	T8.23.1	Encourage and support the ORC to fast-track planned shifts to low emission vehicles or alternative fuels and technologies for contracted public transport services, as per the RPTP (including through RLTP and RPTP processes, Otago Climate Strategy development, and the ZCA, as applicable)	Transport with support from ZC	Partner-led			Integrated into BAU.
Transport	AA 24	Support the transition to low- and zero-emission fuels for marine and aviation				Moderate	
Transport	T8.24.1	Encourage and support central government to take action to reduce emissions from shipping and aviation	ZC	Partner-led - central government			Submission made to Climate Change Commission on this topic in 23/24. Future opportunities to progress this action will be undertaken as they arise.
Transport	T8.24.2	Encourage and support key stakeholders to explore the provision of shore power at Port Chalmers (including through RTO activities, the DCHL Carbon Roadmap, and the Otago Climate Strategy, as appropriate)	ZC with support from ED	Partner-led - Port Otago, DCHL		Priority Action	Port Otago have kept DCC updated on progress regarding this through 2023/24. The feasibility of shore power has been investigated, with no current plans to install shore power due to capacity constraints/considerable investment required and a lower activity base that does not enable cost recovery. DCC will keep in contact with Port Otago for updates on any changes to the investment/policy settings.
Transport	T8.24.3	Encourage and support Dunedin Airport to position for early adoption of low carbon aviation fuels (including through RTO activities, the DCHL Carbon Roadmap, and the Otago Climate Strategy, as appropriate)	ZC with support from ED	Partner-led - DCHL		Priority Action	During 23/24 all members of the Zero Carbon Alliance, including DCC, submitted letters of support for the joint Southern Airport Alliance bid to host New Zealand's first commercial zero emissions plane. This bid was unsuccessful. DCC will progress this action as any opportunities arise.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Buildings, Energy and Industry							
Energy	KS1	Switch to low carbon stationary energy sources					
Energy	KS2	Improve energy efficiency of buildings and industry					
Energy	AA 1	Support the transition to fossil-fuel free process heat				Moderate	
Energy	E1.1.1	Encourage and support central government to progress planned decarbonisation of the national electricity grid	ZC	Partner-led - central government			Integrated into BAU.
Energy	E1.1.5	Build Zero Carbon considerations into the revision of the Economic Development Strategy, including by way of a low carbon future economy opportunities/innovation scan (see Communities and Economies chapter AA 6)					
Energy	AA 2	Replace fossil fuels and improve energy efficiency of DCC facilities				Minor	
Energy	E1.2.12	Explore and implement other upgrades to improve energy efficiency and displace stationary diesel and LPG use at other PARS facilities	PARS	DCC-led	Yes		Investigations into alternatives to LPG are ongoing. Smaller use sites with short periods of high demand for hot water (such as sportgrounds) are currently impractical and/or cost prohibitive to switch from LPG.
Energy	AA 3	Support energy efficiency and the transition away from fossil fuels in homes				Minor	
Energy	KS3	Increase local renewable generation					
Energy	AA 4	Grow renewable energy generation from DCC-owned assets				Minor	
Energy	E3.4.1	Consider opportunities for renewable generation associated with 3 Waters infrastructure as part of 3 Waters Integrated System Planning	3W	DCC-led	Yes		
Energy	E3.4.4	Explore options for renewable energy generation associated with other DCC assets, as part of other energy efficiency and decarbonization work programmes	Property	DCC-led	Yes		Investigation and detailed planning on use of wastewater thermal energy has occurred through 2023/24, continuing into 2024/25.
Energy	AA 5	Grow renewable energy generation in the community				Minor	
Energy	E3.5.1	Encourage and support implementation of the DCHL Carbon Roadmap (refer Communities and Economies Action Area 4)					
Energy	KS4	Reduce emissions from refrigerants					
Energy	AA 6	Reduce refrigerant emissions and liabilities				Minor	
Energy	E4.6.1	Continue to reduce the GWP of refrigerants on DCC property, as part of other energy efficiency and decarbonization work programmes	Property	DCC-led	Yes		Reducing reliance on refrigerants, and reducing the GWP of refrigerants required in new energy systems is part of BAU design and planning (see action E1.2.3).
Forestry, Land and Agriculture							
FLAG	KS1	Reduce emissions from agriculture					
FLAG	AA 1	Support emissions reduction in agriculture				High	
FLAG	F1.1.4	Explore with relevant stakeholders ways to support innovation in the agricultural sector within the region (refer Communities and Economies KS1)					
Communities and Economies							
Communities & Economies	KS1	Build resilient and connected communities, including by enabling local food, resource sharing, and access to local amenities.					
Communities & Economies	AA 1	Foster local and regenerative food systems				Moderate	
Communities & Economies	C1.1.1	Connect the network of food stakeholders in Dunedin to create visibility and connectivity in the sector	ED Lead, Community Development support	In partnership with food stakeholders in the City			Ongoing, on track as usual.
Communities & Economies	C1.1.3	Support Kiwiharvest and other organisations to rescue food	WES	In partnership - Kiwiharvests and other food rescue organisations			On track, Kiwiharvest is supported with a community service agreement grant. Love food hate waste campaign support ongoing.
Communities & Economies	C1.1.4	Develop 'produce local' and 'buy local' campaigns	ED	In partnership with food stakeholders in the City			Some communications undertaken. Will continue as BAU ongoing marketing.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Communities & Economies	C1.1.5	Explore with relevant stakeholders ways to support innovation in the agricultural sector within the region	ED	In partnership with ORED and stakeholders in the region			Engaging with stakeholders. Likely to require future funding.
Communities & Economies	C1.1.7	Support food businesses and growers to access marketplaces	ED	Partner-led - growers and food businesses and Start Up Dunedin			Tracking as expected. Ongoing project.
Communities & Economies	C1.1.8	Support the development of new community gardens and the maintenance of existing gardens	PARS Lead, Community Development support	Partner-led - community garden organisations			Support continues for existing community groups, and support is available for new groups wanting to develop community gardens.
Communities & Economies	AA 2	Strengthen local communities				Moderate	
Communities & Economies	C1.2.1a	Progress work on community resource hubs (see Action area 1 in Resource Circularity chapter)					
Energy	AA 3	Support energy efficiency and the transition away from fossil fuels in homes				Minor	
Energy	E1.3.8	Encourage and support improvements to the Otago Air Plan relating to energy use and associated emissions	City Development, with ZC support	Partner-led - ORC			Consultation recently opened, with DCC submission anticipated in 24/25.
Communities & Economies	KS2	Foster collaboration, partnership, and systems change to unlock opportunities and promote a cohesive transition					
Communities & Economies	AA 4	Deepen partnerships and collaboration				Very high	
Communities & Economies	C2.4.1	Support and collaborate with the Zero Carbon Alliance, expand the focus of work, and grow the Alliance as appropriate	ZC with support from ZCA	In partnership - Zero Carbon Alliance		Priority Action	The Zero Carbon Alliance continues to collaborate on emissions-reducing initiatives across their organisations and city-wide. Current work programme focus areas include waste initiatives, as well as initiatives focused on reducing commuting emissions.
Communities & Economies	C2.4.2	Encourage and support Council Controlled Organisations to reduce emissions and contribute to city-wide emissions reduction efforts, including by supporting implementation of the DCHL Carbon Roadmap	ZC	In partnership - DCHL		Priority Action	The DCHL Carbon Roadmap includes a focus area of "Working with DCC to identify and scope opportunities to contribute to city goals." Discussions between the Zero Carbon team and DCHL have continued throughout 2023/24. Conversations specific to each company have been delayed and will take place in 2024/25.
Communities & Economies	C2.4.3	Implement the Zero Carbon Policy to ensure DCC activities minimise emissions and contribute to the achievement of emissions reduction targets	ZC	DCC-led		Priority Action	Zero Carbon Policy guidance documents were completed and published for infrastructure projects, small projects, events and strategy, planning and policy in 2023/24. Sustainable project management additions to the project management framework were drafted and the first phase of testing was completed in 2023/24. In 2024/25, the changes will be piloted with live projects. Initial exploration work has taken place to determine further opportunities for implementing the Zero Carbon Policy.
Communities & Economies	C2.4.4	Implement partnership-based actions in other chapters					
Communities & Economies	KS3	Support innovation and grow diverse low carbon sectors and businesses					
Communities & Economies	AA 6	Support development of a diverse low carbon economy				High	
Communities & Economies	C3.6.2	Implement in-kind support to help low carbon sectors to grow	ED	DCC-led			Considered as part of EDS refresh.
Communities & Economies	C3.6.3	Grow circular economies - See action areas 1-5 in the Resources chapter					
Communities & Economies	KS4	Support businesses and sectors to reduce emissions from their operations					
Communities & Economies	AA 8	Align DCC procurement with Zero Carbon goals				Minor	
Communities & Economies	C4.8.2	Share DCC experience with standardised approach to give effect to the Zero Carbon Policy through procurement to support partners around the city/motu to introduce similar standards	ZC / Procurement	In partnership with interested parties			DCC has presented the approach to several groups and partners in 2023/24. This action will continue in 2024/25.

Chapter	Reference #	Description	DCC Lead/Support Teams	Role of DCC	DCC EMRP action	Emissions Reduction Potential	Comment on progress to date
Advocacy across all areas							
All areas		Lobby and advocate to the central government to enable emissions reduction	ZC, with other teams as required	DCC-led			DCC will continue submit on proposed Central Government policy and plans that impact on the DCC's ability to give effect to Action Areas and meet targets.

NOTICE OF INTENT - DRAFT RESERVES MANAGEMENT PLAN GENERAL POLICIES

Department: Parks and Recreation

EXECUTIVE SUMMARY

- 1 The Reserves Management Plan General Policies 2005 (the 2005 Plan) is 19 years old. This report seeks to commence the public consultation process required by section 41(6) of the Reserves Act 1977 (the Act), and approval of the Statement of Proposal to replace the original plan with the proposed Draft Reserves Management Plan General Policies (the Draft Plan).
- 2 The Reserves Management Plan General Policies (RMPGP) sets out objectives and policies for Dunedin's reserves. The Act requires management plans for all reserves held by a territorial authority and to consult with the public when a reserve management plan is being created or reviewed.

RECOMMENDATIONS

That the Council:

- a) **Approves** the Statement of Proposal, Draft Reserves Management Plan General Policies and Public Submission Form and the commencement of the public consultation process required by section 41(6) of the Reserves Act 1977.
- b) **Authorises** the commencement of the public consultation process required by Section 41(6) of the Reserves Act 1977 in relation to the Statement of Proposal.
- c) **Notes** that the Hearings Committee will consider submissions on the Draft Plan and then make a recommendation to the Strategy, Planning and Engagement Committee under a covering report from staff.

BACKGROUND

- 3 Management plans must be read in conjunction with the Reserves Act 1977, which is the primary statutory document outlining procedures for activities allowed under a management plan, and other relevant Acts should also be considered when determining appropriate reserve management.
- 4 The Act requires that a reserve management plan:

- a) Ensures that the principles that apply to a reserve of the relevant classification in the Reserves Act are complied with;
 - b) Provides for the use, enjoyment, maintenance, protection and preservation of the reserve as the case may require;
 - c) Provides for development of the reserve (as appropriate for the purpose for which the reserve is classified).
- 5 A review of the 2005 Plan commenced in July 2023.
- 6 Public consultation for making and reviewing reserve management plans is carried out in two stages. The first stage was completed following public notice in July 2023. This report relates to the second stage of consultation under Section 41(6) of the Act.

DISCUSSION

- 7 Ninety-six submissions were received during the first stage of public consultation. Key themes identified through the first stage included:
- a) Signage provision, particularly regulatory signage stating reserve rules
 - b) Litter control and the provision of rubbish bins
 - c) Pest animal and plant control
 - d) Enforcement of reserve rules and bylaws
 - e) Reserve toilet provision
- 8 The Draft Plan was prepared with full consideration of the feedback received during the statutory submission period.
- 9 The draft plan has stronger acknowledgement of mana whenua as a DCC partner and gives deeper consideration to the impacts of reserve decision-making on Māori values. The draft plan has been updated to reflect changes in best practice, new technologies such as electric vehicles and drones, and align with the DCC's other strategic documents and plans, such as Zero Carbon Plan 2030 and Parks and Recreation Strategy 2017. The draft plan also provides more detail as to how the DCC evaluates requests and proposals relevant to reserves, their uses, administration and development.
- 10 Under the Act, the reserve management plan must be prepared by the administering body in draft form and give public notice stating that the Draft Plan is available for inspection at a place and at times specified in the notice. The notice calls on persons and organisations interested to lodge with the administering body written objections to or suggestions on the draft Plan before a specified date, being not less than two (2) months after the date of publication of the notice.
- 11 The Act specifies that the notice must be published in a local newspaper and in such other newspapers, (if any) as the council decides. As well as the public notice in a local newspaper, there will be a media release for the wider media outlets. The project will be listed as a consultation project on the DCC website.

- 12 The Statement of Proposal is included as Attachment A. The Statement of Proposal has a copy of the Draft Plan, the 2005 Plan and the public submission form as attachments.
- 13 The submission period will start on 27 January 2025 and will remain open until 31 March 2025.
- 14 Every person or organisation who submits on the draft Plan who asks to be heard will have the opportunity to appear before Council's Hearings Committee. The Hearings Committee will hear and consider submissions and then make a recommendation back to the Strategy, Planning and Engagement Committee.
- 15 This report seeks approval to start the public consultation process required by section 41(6) of the Reserves Act 1977 and approve the consultation documentation that will be available to the public as part of the process.

OPTIONS

Option One – Recommended Option

- 16 Council approves the Statement of Proposal, Draft Plan and Public Submission Form for the purposes of a public consultation process, as required by section 41(6) of the Reserves Act 1977.

Advantages

- Staff can begin the public consultation process, as required by section 41(6) of the Reserves Act 1977, allowing the public to provide submissions on the Draft Plan.

Disadvantages

- There are associated costs for Council involved in the public consultation process required by section 41(6).

Option Two – Status Quo

- 17 Council rejects the Statement of Proposal, the Draft Plan and Public Submission Form and does not initiate a public consultation process.

Advantages

- Associated costs for Council involved in the public consultation process not required.

Disadvantages

- General reserve policy would continue to be managed by the 2005 Plan until a revised Statement of Proposal, Draft Reserves Management Plan General Policies and Public Submission Form are approved for public consultation.
- Further work may be required to amend the Draft Plan.

NEXT STEPS

- 18 If approved, staff will follow the public consultation process required by section 41(6) of the Reserves Act 1977.

Signatories

Author:	Stephen Hogg - Parks and Recreation Planner
Authoriser:	John Brenkley - Planning and Partnerships Manager Heath Ellis - Acting Group Manager Parks and Recreation Jeanette Wikaira - General Manager Arts, Culture and Recreation

Attachments

	Title	Page
⇒A	Statement of Proposal (<i>Under Separate Cover 1</i>)	

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities.
This decision promotes the social well-being of communities in the present and for the future.
This decision promotes the economic well-being of communities in the present and for the future.
This decision promotes the environmental well-being of communities in the present and for the future.
This decision promotes the cultural well-being of communities in the present and for the future.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Future Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	✓	<input type="checkbox"/>	<input type="checkbox"/>

DCC's reserves contribute to the wellbeing of the community by providing spaces and facilities for enjoyment, exercise and recreation. DCC's reserves are used to facilitate community and cultural events, as well as commercial activities that contribute to Dunedin's economy. Reserve management plans provide a framework for managing biodiversity and ecological values and support improvements to the environment. Reserves provide opportunities for transport linkages and support low-carbon modes of transportation.

Māori Impact Statement

Policies within the Draft Plan have implications for Māori in the use, administration and development of Dunedin's reserves. Mana whenua, through Aukaha have provided advice on the Draft Plan. Staff will continue to work with the Māori Partnerships team and Aukaha on the implementation of Te Taki Haruru, DCC's Māori Strategic Framework.

Sustainability

Sustainability and the Council's Zero Carbon Policy has been considered through the process of this project and will inform the management and operation of the reserve.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

There are no identified implications on the plans and strategies for preparing and engaging on reserve management plans.

Financial considerations

Community engagement on the draft and any revisions or amendments to it prior to it being adopted can be resourced from within the existing Parks and Recreation Services operating budget for the 2024/25 year.

SUMMARY OF CONSIDERATIONS

Significance

This decision is considered low in terms of the Council's Significance and Engagement Policy.

Engagement – external

The Reserves Act 1977 requires DCC to consult with the public when a reserve management plan is being created or reviewed.

Engagement - internal

The DCC Legal team has provided guidance on this report, and the proposed process required under the Reserves Act 1977. Internal engagement has been undertaken with various departments as part of Stage 1 engagement.

Risks: Legal / Health and Safety etc.

There are no identified risks

Conflict of Interest

There are no known conflicts of interest

Community Boards

The Draft Plan is relevant to the management of reserves within Community Board jurisdictions. Community Boards were invited to make submissions during Stage 1 of engagement.

GIFT OF LAND AT PORTOBELLO FROM THE OTAGO PENINSULA AGRICULTURAL AND PASTORAL SOCIETY

Department: Parks and Recreation

EXECUTIVE SUMMARY

- 1 This report deals with the gifting of approximately 1.1735 hectares of land owned by The Otago Peninsula Agricultural and Pastoral Society (the Society) to the Council. This land is shown on Attachment A (the Land).
- 2 Negotiations to transfer ownership of the Land to the Council started in 2019 and have been formalised in an Agreement for Sale and Purchase executed on 8 July 2024 that records the terms for the land transfer to the Council (the Agreement). A copy of the Agreement is attached as Attachment B.
- 3 The Agreement is conditional on the elected Council:
 - a. Approving the terms of the Agreement;
 - b. Passing a resolution to declare the property as a reserve under section 14 of the Reserves Act 1977;
 - c. Passing a resolution to classify the property as a recreation reserve under section 16 of the Reserves Act 1977; and
 - d. Notifying the Society in writing of the approval within one year from the date of the Agreement.
- 4 The Agreement entitles the elected Council to grant or withhold its approval at its discretion and without giving any reason.

RECOMMENDATIONS

That the Council:

- a) **Notes** the information contained in this Report
- b) **Approves** the terms of the Agreement for Sale and Purchase executed between The Otago Peninsula Agricultural and Pastoral Society and the Council and accepts the gift of land.
- c) **Authorises** the public notification of Council's intention to declare the land referred to in the Agreement for Sale and Purchase as a recreation reserve under section 14 of the Reserves Act 1977.

BACKGROUND

- 5 The Society has leased the Land, which adjoins the Portobello Domain, to the Council for recreational purposes since 1 July 2009. That lease included the option for Council to acquire the Land should the Society no longer wish to retain it.
- 6 The Land comprises 11 parcels held in 9 separate land titles and is immediately adjoining the Portobello Domain (see Attachment A). In earlier times the Land was used for community purposes associated with the Society's activities and by the Peninsula Pony Club (now based elsewhere).
- 7 The Society has had declining membership for many years and recognised it no longer had use for the Land.
- 8 The Agreement will see the Land gifted to the Council for a purchase price of \$1.00. The gifting is conditional on the Land:
 - a. Becoming recreation reserve subject to the Reserves Act 1977 for the general benefit of the Portobello community; and
 - b. Council taking all necessary steps to ensure the Land is not used for camping purposes (including freedom camping).
- 9 The Agreement records that the Council will also take ownership of minor improvements on the Land, such as fencing and a shed.
- 10 It was known the land was not obtained by the Otago Peninsula Agricultural and Pastoral Society from the Crown. Consultation has occurred with Nadia Wesley-Smith, DCC Corporate Policy Manager – Acting and Ōtākou rūnaka. It has been confirmed by Nadia (copy attached) that as the land is not crown land, it does not fall under the Ngai Tahu Right of First Refusal (RFR) process in the Ngai Tahu Claims Settlement Act 1998.

DISCUSSION

- 11 The offer of the gift of Land is considered by officers to be in the best interests of the Society and of the community. The Land will require attention to bring it up to public open space use standards from its present 'horse paddock' condition.
- 12 Accepting the gift of Land will provide a valuable extension to the Portobello Domain it adjoins which is owned and administered by the Council and offers sports fields and a pump track. A potential future use may be for development of a Peninsula Dog Park on part of the Land, although this is yet to be fully considered.
- 13 Gifting of land to Council for reserve purposes is an infrequent occurrence. The currently operative Reserve Management Plan General Policies, March 2005 does not contain a formal Policy on acquisition of land including from gifting. The 2024 draft Reserve Management Plan General Policies has addressed this gap by including a new Policy – **2.4.2 Land Acquisition and**

Disposal which incorporates gifting of land to Council. This updated policy is currently being considered by Council and is on the agenda.

- 14 In relation to mana whenua engagement. It was known the land was not obtained by the Otago Peninsula Agricultural and Pastoral Society from the Crown. Consultation has occurred with Te Rūnaka o Ōtākou Chair. It has been confirmed that as the land is not crown land, it does not fall under the Ngai Tahu Right of First Refusal (RFR) process in the Ngai Tahu Claims Settlement Act 1998.
- 15 Before the Council can resolve to declare the Land to be held as recreation reserve, there is a public notification requirement in section 14(2) of the Reserves Act 1977 to be met. Once the public notification process has been completed and the Council has considered all objections (if any), the Council may resolve to:
 - a. Declare the Land as a reserve under section 14(1) of the Reserves Act 1977; and
 - b. Classify the Land as a recreation reserve under section 16(1) of the Reserves Act 1977, under a delegation from the Minister of Conservation.
- 16 Should the Council pass both of these resolutions, the resolutions would then be gazetted and the Council and the Society can proceed to settle the Land gifting.

OPTIONS

Option One – Recommended Option

- 17 This option confirms acceptance for the gifting of the Land and authorises public notification of the intention to declare the Land to be recreation reserve subject to the Reserves Act 1977.

Advantages

- The community benefits from addition of a significant area of land to the Portobello Domain Recreation Reserve and the ability to manage the Land as reserve to enhance the existing range of recreational opportunities in this locality.

Disadvantages

- The Council will be responsible for all costs in relation to the Land.

Option Two – Status Quo

- 18 This would involve either seeking a new lease from the Society (although the Society is winding up) or the land being offered by the Society on the open market.

Advantages

- The Council will not have any costs in relation to the Land.

Disadvantages

- The Portobello Domain Recreation Reserve retains its current form and size, and recreational opportunities in this locality remain somewhat limited.

NEXT STEPS

- 19 If the recommendations above are confirmed, then arrangements will be made to undertake the public notification of the intention to declare the Land to be recreation reserve subject to the Reserves Act 1977 and receive any submissions.

Signatories

Author:	Owen Graham - Senior Leasing and Land Advisor
Authoriser:	Heath Ellis - Acting Group Manager Parks and Recreation Jeanette Wikaira - General Manager Arts, Culture and Recreation

Attachments

	Title	Page
↓A	Aerial photo showing Otago Peninsula A&P Society land to be Gifted to DCC	97
↓B	Executed ASAP The Otago Peninsula Agricultural & Pastoral Society land gift to DCC	98

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities. The recommended option relates to the provision of new land for public recreational use

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Future Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Acquiring this land will add to the opportunities for passive and active recreation in this rural setting.

Māori Impact Statement

The Otago Peninsula Agricultural and Pastoral Society land was considered at a meeting at a Te Rūnaka o Ōtākou hui in relation to the Ngāi Tahu Right of First Refusal (RFR) process under the Ngāi Tahu Claims Settlement Act 1998. As the Otago Peninsula Agricultural and Pastoral Society land has not come from a Crown body, the gifting of the land and transfer of ownership to DCC would not trigger a RFR process. Staff have discussed this report with the Chair of Te Rūnaka o Ōtākou and they are aware of this potential land gift to the DCC.

Sustainability

The extension of the Portobello Domain through acquiring the land will provide the ability to consider new recreational activities and uses for the land otherwise not presently possible in this location.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

None at this time.

Future uses once identified may require recognition through subsequent LTP or Annual Plans.

Financial considerations

No immediate costs other than those required to effect the transfer of ownership should approval be given to accept the land gifting.

Significance

The decision has been assessed as being of low significance under Council's Significance and Engagement Policy.

Engagement – external

With the Trustees of The Otago Peninsula Agricultural and Pastoral Society

SUMMARY OF CONSIDERATIONS

Engagement – internal

Council's Chief Executive Officer, Parks and Recreation Senior Leadership Team and Council's in-house Legal team

Risks: Legal / Health and Safety etc.

There are no material risks associated with the decisions.

Conflict of Interest

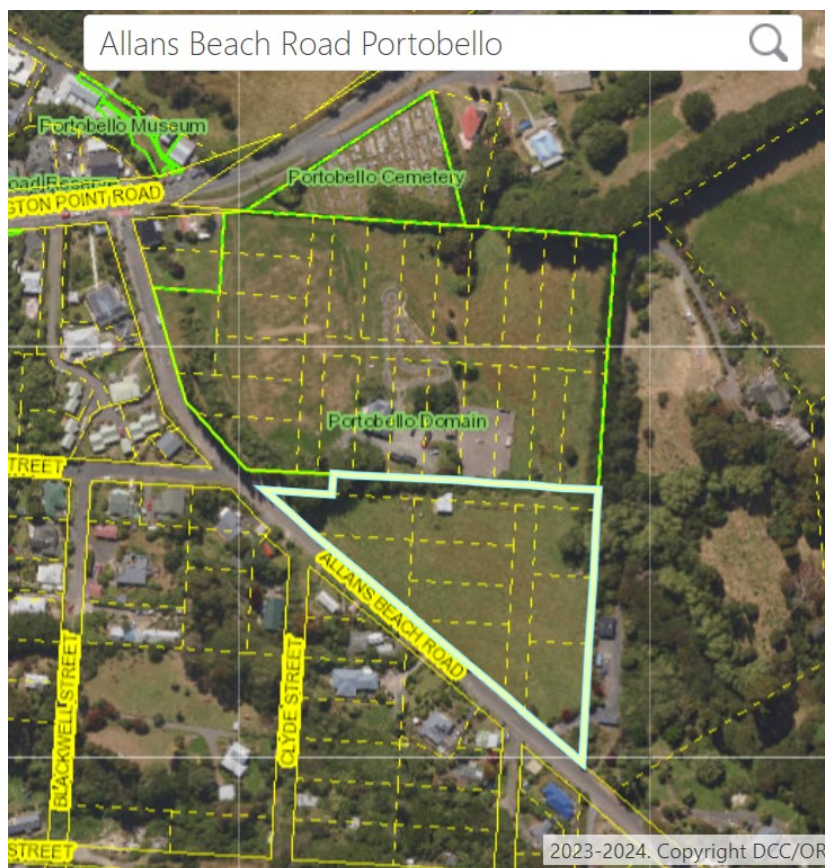
There are no known conflicts of interest.

Community Boards

The land to be gifted is located within the Otago Peninsula Community Board area.
 The Community Board is aware of the proposed gift of land and supports the purchase.

Attachment A.

Aerial photo showing 1.1735 hectares approx. of land outlined in cream and owned by The Otago Peninsula Agricultural and Pastoral Society to be gifted to the Council.



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Eleventh Edition 2022 (3)

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: The Otago Peninsula Agricultural and Pastoral Society

PURCHASER: Dunedin City Council

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: ☒ Yes/No
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: Vendor ☒ Yes/No
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. Purchaser/Purchaser's Nominee ☒ Yes/No

PROPERTY

Address: 11 Allans Beach Road, Portobello

Estate: ☒ FREEHOLD

~~STRATUM-IN-LEASEHOLD~~

~~LEASEHOLD~~

~~CROSS-LEASE (FREEHOLD)~~

~~STRATUM-IN-FREEHOLD~~

~~CROSS-LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description: See attached list

~~Area (more or less):~~

~~Lot/Flat/Unit:~~

~~DP:~~

~~Record of Title (unique identifier):~~

PAYMENT OF PURCHASE PRICE

Purchase price: \$ 1

Plus GST (if any) OR Inclusive of GST (if any)
If neither is deleted, the purchase price includes GST (if any).
GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 0

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is: 20 Working Days after the agreement becomes

OR
(2) In the manner described in the Further Terms of Sale: unconditional Interest rate for late settlement: 12 % p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1): ☒ Yes/No Finance date:

LIM required (clause 9.3): ☒ Yes/No LIM date:

Building report required (clause 9.4): ☒ Yes/No Building report date:

Toxicology report required (clause 9.5): ☒ Yes/No Toxicology report date:

OIA consent required (clause 9.6): ☒ Yes/No OIA date (clause 9.8):

Land Act consent required (clause 9.7): ☒ Yes/No Land Act date (clause 9.8):

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.



It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 9 May 2023

1

LV0055-02938

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Property List

Record of Title	Legal Description	Area (more or less)
OT8A/574	Section 26 Block VI Portobello Survey District	1338 square metres
OT185/76	Allotment 1-2 Block VI Deposited Plan 10	2150 square metres
OT324/9	Lot 7 Block VI Deposited Plan 10	1012 square metres
OT8A/575	Section 27 Block VI Portobello Survey District	992 square metres
OT312/56	Lot 1 and 2 Block VII Deposited Plan 10	2023 square metres
OT220/89	Allotment 6 Block VI Deposited Plan 10	1012 square metres
OT405/76	Lot 5 Block VI Deposited Plan 10	1004 square metres
OTA1/1440	Lot 3 Block VI Deposited Plan 10	799 square metres
OT8B/525	Lot 3 Block VII Deposited Plan 10	1404 square metres

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Eleventh Edition 2022 (3)

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, Issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.

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- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
 - (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
 - (37) "Settlement date" means the date specified as such in this agreement.
 - (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
 - (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
 - (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
 - (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
 - (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
 - (43) "Unit title" means a unit title under the Unit Titles Act.
 - (44) "Unit Titles Act" means the Unit Titles Act 2010.
 - (45) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - (d) the day observed as the anniversary of any province in which the property is situated;
 - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (f) any other day that the Government of New Zealand declares to be a public holiday.A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
 - (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
 - (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- (1) All notices must be served in writing.
 - (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
 - (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
 - (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
 - (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

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1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

2.0 Deposit

- ~~2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.~~
- ~~2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.~~
- ~~2.3 The deposit shall be in part payment of the purchase price.~~
- ~~2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:~~
 - ~~(1) the requisition procedure under clause 6.6 is completed without either party cancelling this agreement; and/or~~
 - ~~(2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or~~
 - ~~(3) where the property is a unit title:~~
 - ~~(a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or~~
 - ~~(b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or~~
 - ~~(c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or~~
 - ~~(4) this agreement is:~~
 - ~~(a) cancelled pursuant to clause 6.2(3)(c); and/or~~
 - ~~(b) avoided pursuant to clause 9.10(5).~~
- ~~2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008; but the agent must hold the deposit for the longer of those two periods; or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008; but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.6, unless the requisition period is expressly waived in writing.~~

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

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- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.
- Last-Minute Settlement**
- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.
- Purchaser Default: Late Settlement**
- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.
- Vendor Default: Late Settlement or Failure to Give Possession**
- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

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- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
- (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
 - (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomes which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomes, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
 - (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
 then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If:
 - (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,
 then the vendor may extend the settlement date:
 - (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where:
 - (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
 then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:

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- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
 - (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.
- 4.0 Residential Land Withholding Tax**
 - 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
 - (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
 - 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
 - (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
 - 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
 - (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
 - 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
 - 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
 - (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.
- 5.0 Risk and insurance**
 - 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
 - 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
 - (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
 - 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

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6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the purchaser is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under clause 6.2 requiring the vendor:
- (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

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- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 8.0 Unit title and cross-lease provisions**
- Unit Titles**
- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement.
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or
 - (b) any proceedings being instituted by or against the body corporate, or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

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- ~~(8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:~~
~~(a) the transfer of the whole or any part of the common property,~~
~~(b) the addition of any land to the common property,~~
~~(c) the cancellation of the unit plan,~~
~~(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, or~~
~~(e) any change to utility interest or ownership interest for any unit on the unit plan.~~
- ~~8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:~~
~~(1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 133 of the Unit Titles Act, and~~
~~(2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.~~
- ~~8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:~~
~~(1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~
~~(2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.~~
~~(3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.~~
- ~~8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:~~
~~(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser, or~~
~~(2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.~~
- ~~8.6 If the property is a unit title, each party specifies that:~~
~~(1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(4)(d) of the Unit Titles Act, and~~
~~(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.~~
- ~~8.7 Unauthorised Structures – Cross-leases and Unit Titles~~
~~(1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:~~
~~(a) in the case of a cross-lease title, any required lessors' consent, or~~
~~(b) in the case of a unit title, any required body corporate consent,~~
~~the purchaser may demand within the period expiring on the earlier of:~~
~~(i) the tenth working day after the date of this agreement, or~~
~~(ii) the settlement date,~~
~~that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.~~
~~(2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.~~
- 9.0 Conditions and mortgage terms**
- 9.1 Finance condition**
~~(1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.~~
~~(2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.~~
- 9.2 Mortgage terms**
~~(1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.~~
- 9.3 LIM condition**
~~(1) If the purchaser has indicated on the front page of this agreement that a LIM is required:~~
~~(a) that LIM is to be obtained by the purchaser at the purchaser's cost, and~~
~~(b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.~~
~~(2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.1(2) shall apply.~~

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- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 9.4 Building report condition**
- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 9.5 Toxicology report condition**
- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.
- 9.6 OIA consent condition**
- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7** If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.
- 9.8** If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition**
- If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.
- 9.10 Operation of conditions**
- If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.

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- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.
- 10.0 Claims for compensation**
- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
 - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
 - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

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- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 11.0 Notice to complete and remedies on default**
- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,
- time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale shall be retained by the vendor.

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- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.
- 12.0 Non-merger**
- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.
- 13.0 Goods and Services Tax and Purchase Price Allocation**
- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.
- 14.0 Zero-rating**
- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

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- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement, then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement, then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).
- 15.0 Supply of a Going Concern**
- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
- (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
- (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
- (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.
- 16.0 Limitation of Liability**
- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.
- 17.0 Counterparts**
- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.
- 18.0 Agency**
- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

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19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
 - (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

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FURTHER TERMS OF SALE

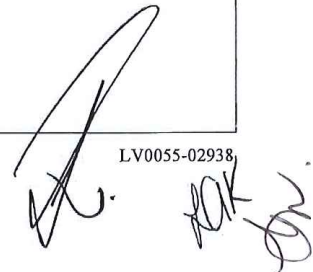
See Further Terms attached



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Further Terms

21. Acknowledgement

- 21.1 The parties agree that upon transfer of the property, the purchaser will take all necessary steps to:
- (a) classify the property as a recreation reserve under the Reserves Act 1977; and
 - (b) ensure no camping (including freedom camping) is permitted on the property.

22. Council Approval

- 22.1 This agreement has been signed by an authorised officer of the purchaser (Dunedin City Council). It is conditional in all respects on:
- (a) the elected Council:
 - (i) approving the terms of this agreement;
 - (ii) passing a resolution to declare the property as a reserve under section 14 of the Reserves Act 1977;
 - (iii) passing a resolution to classify the property as a recreation reserve under section 16 of the Reserves Act 1977; and
 - (b) the purchaser notifying the vendor in writing of such approval within one year from the date of this agreement. This condition is for the sole benefit of the purchaser.
- 22.2 To avoid doubt, the elected Council is entitled to grant or withhold its approval under clause 22.1(a) at its entire discretion and without giving any reason.

23. Public Notification under the Reserves Act 1977

- 23.1 The vendor acknowledges that before the elected Council can pass a resolution to declare the property as a reserve, the purchaser must meet its public notification requirements under section 14 of the Reserves Act 1977.
- 23.2 This agreement is conditional on the purchaser publishing its intention to declare the property as a reserve in one or more newspapers in accordance with section 14 of the Reserves Act 1977 and resolving all such objections received.

24. Purchaser Acting as Territorial Authority

- 24.1 The vendor acknowledges that:
- (a) The purchaser is the territorial authority for the area in which the property is situated and that nothing in this agreement limits or affects the duties and obligations of the purchaser as a territorial authority under the Local Government Act 1974, Local Government Act 2002, Resource Management Act 1991, the Building Act 1991, the Building Act 2004, or any other relevant statute, regulation, law or bylaw;
 - (b) the purchaser is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any legislation without regard to any relationship it may have with the vendor under this agreement;

- (c) where the vendor obtains any consent or approval required under this agreement from the purchaser in its capacity as territorial authority, that consent or approval does not constitute the consent or approval of the purchaser in its capacity as purchaser under this agreement, and vice versa;
- (d) no representation is given by the purchaser that any of the provisions or requirements of this agreement will meet or satisfy any requirements of the purchaser issued pursuant to its regulatory functions; and
- (e) the purchaser will not be liable for any expense, cost, loss or damages the vendor or any person claiming through the vendor suffers or incurs as a result of the vendor lawfully carrying out its statutory and regulatory duties.

25. Improvements

25.1 The parties acknowledge that the sale of the property includes:

- (a) corrugated iron shed;
- (b) culvert crossing used for foot and vehicle access between the property and the adjoining land contained in Record of Title OT4/384;
- (c) boundary and internal fencing; and
- (d) any other improvements on the property.

26. As is, Where is

26.1 The purchaser acknowledges and agrees that in all respects in purchasing the property the purchaser:

- (a) is acting solely in reliance on its own investigations and judgements; and
- (b) is purchasing the property on an 'as is, where is' basis in its state of repair and condition as at the settlement date and with any latent or manifest defects.

27. Lowest Price

27.1 For the purpose of the accrual rules in the Income Tax 2007, the parties agree that:

- (a) the purchase price is the lowest price that they would have agreed for the property on the date this agreement was entered into, if payment was required in full at the time of the first right in the contracted property was transferred; and
- (b) the purchase price is the value of the property.

28. Costs

28.1 The parties agree that the purchaser will pay all of the survey and legal costs of the preparation and implementation of this agreement and any costs and fees payable to the Land Information New Zealand (including the vendor's reasonable legal costs, up to the sum of \$1,500.00 plus GST and disbursements).

Handwritten signatures and initials, including a large stylized signature, the initials 'KAK', and the initials 'DTN'.

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SCHEDULE 1

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

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SCHEDULE 2			
List all chattels included in the sale			
(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)			
Stove ()	Rangehood ()	Wall/under bench oven ()	Cooktop ()
Dishwasher ()	Kitchen waste disposal ()	Light fittings ()	Smoke detectors ()
Burglar alarm ()	Heated towel rail ()	Heat pump ()	Garage door remote control ()
Garden shed ()	Blinds	Curtains	Drapes
Fixed floor coverings	Bathroom extractor fan		

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building)

SCHEDULE 3			
Residential Tenancies			
Name of Tenant(s):	Term:	Bond:	
Rent:			
Commercial/Industrial Tenancies			
(If necessary complete on a separate schedule)			
1. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			
2. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			
3. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			

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WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

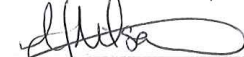
WARNING (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

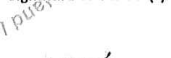
A. Nilsen, Group Mgr Property (PCC)



Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Vendor(s):





Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

~~Name:~~

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- a Power of Attorney – please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

<p>VENDOR: The Otago Peninsula Agricultural and Pastoral Society</p> <p>Contact Details: Lox Kellas 027 968 0583</p> <p>VENDOR'S LAWYERS: Firm: Staley Cardoza Lawyers Individual Acting: Pamela Walker Email: pam@staleycardoza.co.nz Contact Details: PO Box 5698, Dunedin 9054 03 477 8856</p> <p>Email address for service of notices (clause 1.4): pam@staleycardoza.co.nz</p>	<p>PURCHASER: Dunedin City Council</p> <p>Contact Details: 50 The Octagon PO Box 5045 Dunedin 9054</p> <p>PURCHASER'S LAWYERS: Firm: Dunedin City Council Individual Acting: Candy Yoo Email: candy.yoo@dcc.govt.nz Contact Details: PO Box 5045, Dunedin 9054 03 474 3880</p> <p>Email address for service of notices (clause 1.4): candy.yoo@dcc.govt.nz</p>
<p>SALE BY LICENSED REAL ESTATE AGENT:</p> <p>Manager: Salesperson: Second Salesperson: Contact Details:</p> <p><small>Licensed Real Estate Agent under Real Estate Agents Act 2008</small></p>	
<p><small>© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)</small> IMPORTANT WARNING: All copyright in and associated with this form and its contents is owned by ADLS & REINZ. A user of this form only acquires a limited non-exclusive licence to use it <i>once within a single transaction only</i>. The standard ADLS & REINZ contract terms apply, which also prohibit any form of distribution, on-selling, or reproduction, including copying, digitising or recreating the form by any means whatsoever. ADLS & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these obligations. Copying or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.</p>	

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FINANCIAL REPORT - PERIOD ENDED 31 AUGUST 2024

Department: Finance

EXECUTIVE SUMMARY

- 1 This report provides the financial results for the period ended 31 August 2024 and the financial position as at that date.
- 2 As this is an administrative report only, there are no options or Summary of Considerations.
- 3 As the 2024 external audit is underway, the comparative 30 June 2024 numbers presented in this report are still draft. Comparatives for the 30 June 2024 financial year will be updated on finalisation and adoption of the 2023/24 Annual Report.

Financial Overview

For the period ended 31 August 2024

\$ Million	Actual YTD	Budget YTD	Variance YTD		Last Year YTD
Revenue	64.584	66.110	(1.526)	U	61.216
Expenditure	85.466	85.821	0.355	F	79.502
Net Surplus/(Deficit) excluding Waipori	(20.882)	(19.711)	(1.171)	U	(18.286)
Waipori Fund Net	3.617	0.738	2.879	F	(0.161)
Net Surplus/(Deficit) including Waipori	(17.265)	(18.973)	1.708	F	(18.447)
Capital Expenditure	24.376	29.474	5.098		29.613
Debt					
Current Year Loan	38.000	34.800	(3.200)	U	50.200
Prior Year Loan	590.473	588.973	(1.500)	U	460.273
Accrued Interest	4.825	-	(4.825)	U	-
Total Debt	633.298	623.773	(9.525)	U	510.473

RECOMMENDATIONS

That the Council:

- a) **Notes** the Financial Performance for the period ended 31 August 2024 and the Financial Position as at that date.

BACKGROUND

- 4 This report provides the financial statements for the period ended 31 August 2024. It includes reports on financial performance, financial position, cashflows and capital expenditure. Summary information is provided in the body of this report with detailed results attached. The operating result is also shown by group, including analysis by revenue and expenditure type.

DISCUSSION

- 5 This report includes a high-level summary of the financial information to 31 August 2024. Please refer to Attachment I for the detailed financial update.

Statement of Financial Performance

- 6 Revenue was \$64.584 million for the period or \$1.526 million less than budget.
- 7 External revenue was unfavourable \$692k partly due to landfill revenue being less than budget because of changes relating to the new kerbside collections contract meaning disposal fees under the contract will be reported as internal revenue. There was also lower-than-expected revenue from the Parking and Building Services activities as well as revenue from water sales.
- 8 Grants revenue was unfavourable \$552k due to a lower level of subsidised Transport capital expenditure and lower Better Off Funding revenue than budgeted.
- 9 Expenditure was \$85.466 million for the period, or \$355k less than budget.
- 10 Operations and maintenance expenditure was unfavourable \$19k with unfavourable Transport maintenance costs largely offset by under expenditure in other activities, including Three Waters, Property Services and Business Information Services.
- 11 Interest costs were favourable \$379k reflecting a lower interest rate than budgeted and the timing of new loan advances.
- 12 Year to date the Waipori Fund has reported a net operating surplus of \$3.6 million, \$2.8 million more than budget. Following the positive results in July, New Zealand and international equities saw significant decreases in value during August. However, fixed term investments continued to show positive returns.

Statement of Financial Position

- 13 Capital expenditure was \$24.376 million or 82.7% of the year-to-date budget. Capital expenditure in most activities was generally within budget for the period.
- 14 The term loans balance now includes accrued interest of \$4.825 million (representing the loan interest owing but not yet paid at 31 August). Previously this was classified separate to the loan balance, however the accounting standards now require this to be included. The actual loan balance at 31 August was \$628.473 million, \$4.700 million more than budget.
- 15 Attachment A includes a chart showing actual group and DCC debt for the years ending June 2003-2024. It provides forecast information for the years ending June 2024-2027 based on the current Statements of Intent (SOI).

OPTIONS

16 As this is an administrative report only, there are no options provided.

NEXT STEPS

17 Financial Result Reports continue be presented to future meetings of either the Finance and Council Controlled Organisation Committee or Council.

Signatories

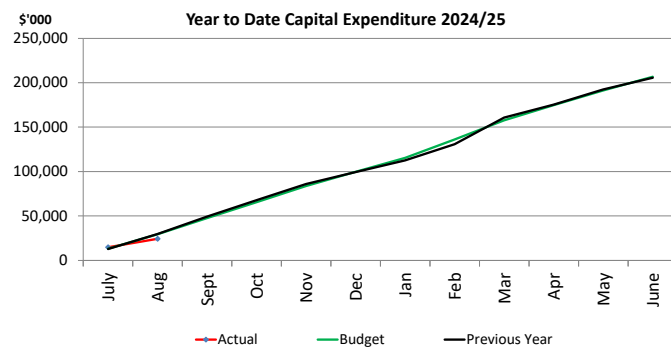
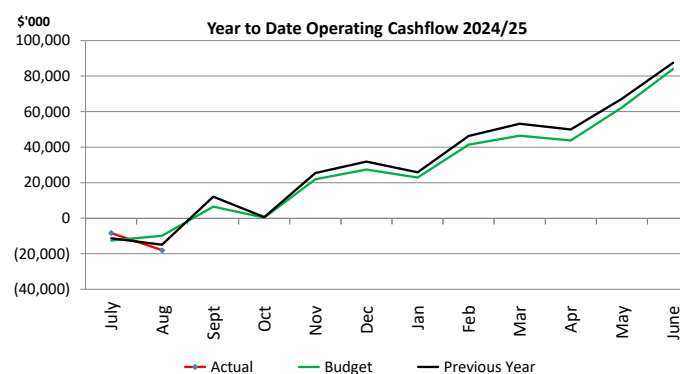
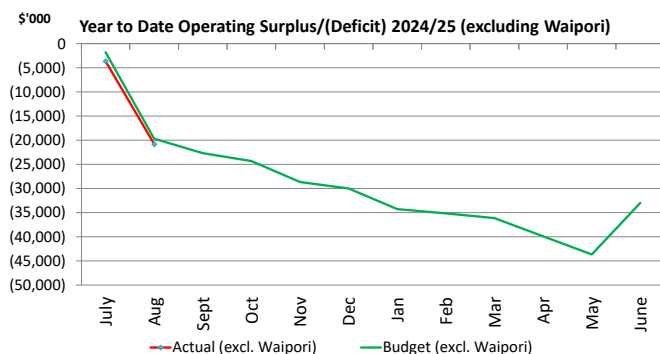
Author:	Hayden McAuliffe - Financial Services Manager
Authoriser:	Carolyn Allan - Chief Financial Officer

Attachments

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DUNEDIN CITY COUNCIL

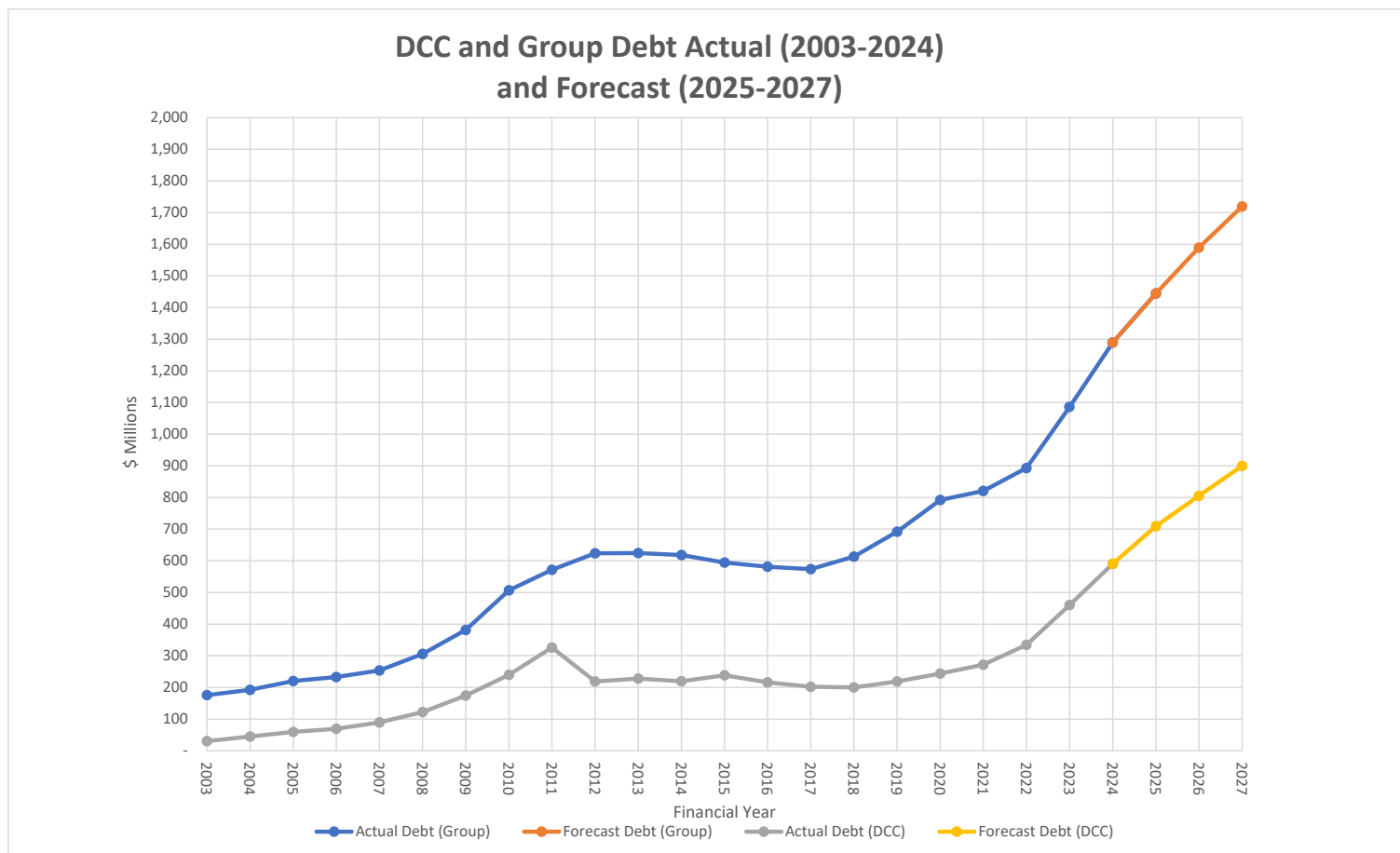
**Summary Financial Information
For the Two months Ending 31 August 2024**



Year to Date Borrowing Metrics 2024/25

	Limit		Actual	Budget
Interest as a % rates revenue	< 30%	*	12.6%	13.6%
Interest as a % total revenue	< 20%	*	8.6%	9.1%
Debt % annualised revenue	250.0% Max.		171.4%	166.6%

* represents the ability to fund interest costs from revenue



Sources:

Actual debt: Dunedin City Council annual reports from 2003 to 2024.

Forecast debt (Group): Dunedin City Treasury Ltd Statement of Intent for the year ending 30 June 2025.

DUNEDIN CITY COUNCIL
Statement of Financial Performance
For the Month Ending 31 August 2024
 Amount : \$'000

Month Actual	Month Budget	Month Variance		Year to Date Actual	Year to Date Budget	Year to Date Variance	LY YTD Actual	LY Full Year Actual	Full Year Budget
19,987	19,918	69	F	39,977	39,837	140	33,893	203,946	239,021
(16)	-	16	U	(25)	-	25	(20)	1,654	1,300
6,450	6,524	74	U	13,963	14,655	692	13,104	92,196	93,331
1,955	2,138	183	U	3,603	4,155	552	7,456	42,830	27,327
446	321	125	F	636	642	6	369	8,823	6,850
3,251	3,411	160	U	6,430	6,821	391	6,414	39,601	40,927
32,073	32,312	239	U	64,584	66,110	1,526	61,216	389,050	408,756
REVENUE									
7,563	7,287	276	U	15,085	14,568	517	13,385	83,091	83,879
7,501	7,341	160	U	15,013	14,994	19	14,385	88,227	89,810
11,134	11,100	34	U	12,578	12,326	252	10,777	33,360	35,673
2,154	2,077	77	U	4,291	4,310	19	4,662	33,571	25,792
5,692	6,092	400	F	6,667	7,021	354	6,548	10,835	10,906
3,251	3,411	160	F	6,430	6,821	391	6,414	39,601	40,927
10,189	10,189	-		20,377	20,377	-	19,518	86,745	122,356
2,549	2,702	153	F	5,025	5,404	379	3,813	24,467	32,424
50,033	50,199	166	F	85,466	85,821	355	79,502	399,897	441,767
EXPENDITURE									
(17,960)	(17,887)	73	U	(20,882)	(19,711)	1,171	(18,286)	(10,847)	(33,011)
NET SURPLUS (DEFICIT)									
Add									
(356)	369	725	U	3,617	738	2,879	(161)	5,446	4,425
(18,316)	(17,518)	798	U	(17,265)	(18,973)	1,708	(18,447)	(5,401)	(28,586)
Waipori Fund Net Operating									
NET SURPLUS (DEFICIT)									

F: (favourable variance to budget) U: (unfavourable variance to budget)

DUNEDIN CITY COUNCIL
Statement of Financial Position
As at 31 August 2024
Amount : \$'000

30-Jun-24 LY Full Year Actual		31-Aug-24 This Month Actual	31-Aug-24 This Month Budget	30-Jun-25 Full Year Budget	31-Aug-23 LY Month Actual
	Current Assets				
8,555	Cash and cash equivalents	4,926	5,352	6,052	9,169
13,749	Other current financial assets	11,048	10,883	10,883	7,117
27,250	Trade and other receivables	40,811	44,339	29,229	39,954
(35)	Current Tax Asset	(39)	370	250	359
586	Inventories	625	574	574	368
-	Non-current assets held for sale	-	-	-	-
1,769	Prepayments	1,528	1,483	1,483	842
51,874	Total Current Assets	58,899	63,001	48,471	57,809
	Non Current Assets				
197,292	Other non-current financial assets	200,042	199,641	200,404	197,080
136,339	Shares in subsidiary companies	136,339	136,339	138,889	133,789
4,836	Intangible assets	4,670	2,557	4,553	2,893
110,440	Investment property	110,440	116,407	122,907	106,300
4,126,666	Property, plant and equipment	4,130,830	4,708,992	4,846,706	4,394,330
4,575,573	Total Non Current Assets	4,582,321	5,163,936	5,313,459	4,834,392
4,627,447	TOTAL ASSETS	4,641,220	5,226,937	5,361,930	4,892,201
	Current Liabilities				
39,878	Trade and other payables	32,819	51,468	40,425	38,945
6,867	Revenue received in advance	4,856	5,091	5,446	5,509
8,635	Employee entitlements	10,469	8,345	10,066	9,226
55,380	Total Current Liabilities	48,144	64,904	55,937	53,680
	Non Current Liabilities				
595,024	Term Loans	633,298	623,773	709,473	510,473
1,320	Employee entitlements	1,320	1,275	1,245	1,275
22,206	Provisions	22,206	17,001	17,001	17,001
320	Other Non-Current Liabilities	320	320	320	320
618,870	Total Non Current Liabilities	657,144	642,369	728,039	529,069
674,250	TOTAL LIABILITIES	705,288	707,273	783,976	582,749
	Equity				
1,681,405	Accumulated funds	1,686,751	1,643,293	1,633,600	1,666,509
2,261,493	Revaluation reserves	2,238,827	2,865,374	2,933,277	2,631,981
10,298	Restricted reserves	10,355	10,996	11,079	10,962
3,953,197	TOTAL EQUITY	3,935,932	4,519,664	4,577,954	4,309,452
4,627,447		4,641,220	5,226,937	5,361,930	4,892,201

Statement of Change in Equity
As at 31 August 2024
Amount : \$'000

30-Jun-24 LY Full Year Actual		31-Aug-24 This Month Actual	31-Aug-24 This Month Budget	30-Jun-25 Full Year Budget	31-Aug-23 LY Month Actual
4,354,978	Opening Balance	3,953,197	4,538,637	4,538,637	4,327,931
(5,401)	Operating Surplus (Deficit)	(17,265)	(18,973)	(28,586)	(18,477)
(396,380)	Movements in Reserves	-	-	67,903	(2)
3,953,197		3,935,932	4,519,664	4,577,954	4,309,452

DUNEDIN CITY COUNCIL
Statement of Cashflows
For the Month Ending 31 August 2024
 Amount : \$'000

	Year to Date Actual	Year to Date Budget	Full Year Budget	LY YTD Actual
Cash Flow from Operating Activities				
<i>Cash was provided from operating activities:</i>				
Rates Received	27,652	32,435	273,912	21,928
Other Revenue	16,228	19,585	121,692	21,768
Interest Received	234	330	7,878	220
Dividend Received	149	312	12,954	144
Income Tax Refund	4	-	370	-
<i>Cash was applied to:</i>				
Suppliers and Employees	(57,591)	(49,255)	(265,336)	(55,542)
Interest Paid	(4,697)	(6,462)	(32,580)	(3,340)
Net Cash Inflow (Outflow) from Operations	(18,021)	(3,055)	118,890	(14,822)
Cash Flow from Investing Activities				
<i>Cash was provided from investing activities:</i>				
Sale of Assets	-	-	120	205
Reduction in Loans & Advances	-	-	-	-
Reduction in Investments Other	3,970	-	-	-
<i>Cash was applied to:</i>				
Increases in Loans & Advances	-	-	-	-
Increase in Investments DCHL	-	-	(2,550)	-
Increase in Investments Other	(843)	(2,850)	(2,850)	-
Capital Expenditure	(26,735)	(32,257)	(236,772)	(35,499)
Net Cash Inflow (Outflow) from Investing Activity	(23,608)	(35,107)	(242,052)	(35,294)
Cash Flow from Financing Activities				
<i>Cash was provided from financing activities:</i>				
Loans Raised	38,000	34,800	120,500	50,200
Increase in Short Term Borrowings	-	-	-	-
<i>Cash was applied to:</i>				
Loans Repaid	-	-	-	-
Decrease in Short Term Borrowings	-	-	-	-
Net Cash Inflow (Outflow) from Financing Activity	38,000	34,800	120,500	50,200
Total Increase/(Decrease) in Cash	(3,629)	(3,362)	(2,662)	84
Opening Cash and Deposits	8,555	8,714	8,714	9,085
Closing Cash and Deposits	4,926	5,352	6,052	9,169

DUNEDIN CITY COUNCIL

Capital Expenditure Summary by Activity
For the Month Ending 31 August 2024
Amount : \$'000

Group	Year to Date Actual	Year to Date Budget	Year to Date Variance	LY YTD Actual	Full Year Budget	YTD Actual vs FY Budget
Community & Planning	-	5	5 U	-	105	0.0%
Economic Development	-	8	8 U	-	60	0.0%
Galleries, Libraries & Museums	292	852	560 U	377	3,527	8.3%
Governance & Support Services	105	613	508 U	255	3,895	2.7%
Property	5,423	6,302	879 U	3,555	37,195	14.6%
Regulatory Services	-	112	112 U	4	600	0.0%
Reserves & Recreational Facilities	1,379	1,467	88 U	525	16,075	8.6%
Roading & Footpaths	4,748	4,710	38 O	11,324	40,091	11.8%
Three Waters	11,773	14,644	2,871 U	13,143	80,123	14.7%
Waste Management	656	761	105 U	430	25,212	2.6%
	24,376	29,474	5,098 U	29,613	206,883	11.8%

U: (favourable variance/underspend to budget) O: (unfavourable variance/overspend to budget)

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget	
Community & Planning	City Development	New Capital	Street Trees and Furniture	-	-	-	100,000	
		Total New Capital		-	-	-	100,000	
	Total City Development			-	-	-	100,000	
	Community Development & Events	Renewals Capital	Task Force Green	-	5,000	(5,000)	5,000	
		Total Renewals Capital		-	5,000	(5,000)	5,000	
	Total Community Development & Events			-	5,000	(5,000)	5,000	
Total Community & Planning				-	5,000	(5,000)	105,000	
Economic Development	Destination Marketing	New Capital	Digital Content - Camera and Video gear	(0)	8,334	(8,334)	60,000	
		Total New Capital		(0)	8,334	(8,334)	60,000	
	Total Destination Marketing			(0)	8,334	(8,334)	60,000	
Total Economic Development				(0)	8,334	(8,334)	60,000	
Galleries, Libraries & Museums	Dunedin Public Art Gallery	New Capital	Acquisitions - DPAG Society Funded	-	30,000	(30,000)	30,000	
			Acquisitions - Rates Funded	13,913	30,000	(16,087)	120,000	
			Acquisitions Donation Funded	-	35,000	(35,000)	35,000	
			Minor Capital Works	-	20,000	(20,000)	100,000	
		Total New Capital		13,913	115,000	(101,087)	285,000	
		Renewals Capital	Heating and Ventilation System	-	-	-	30,000	
	Total Dunedin Public Art Gallery			13,913	115,000	(101,087)	315,000	
	Dunedin Public Libraries	New Capital	Heritage Collection Purchases	4,305	10,000	(5,695)	70,000	
			South Dunedin Library and Community Complex	-	200,000	(200,000)	600,000	
		Total New Capital		4,305	210,000	(205,695)	670,000	
		Renewals Capital	Acquisitions - Operational Collection	183,947	166,000	17,947	996,000	
			Minor Capital Equipment	-	9,166	(9,166)	55,000	
		Total Renewals Capital		183,947	175,166	8,781	1,051,000	
	Total Dunedin Public Libraries			188,253	385,166	(196,913)	1,721,000	
	Olveston House	Renewals Capital	Minor Capital Works	7,653	36,000	(28,347)	40,000	
		Total Renewals Capital		7,653	36,000	(28,347)	40,000	
	Total Olveston House			7,653	36,000	(28,347)	40,000	
	Toitū Otago Settlers Museum	New Capital	Acquisitions - Rates Funded	-	10,000	(10,000)	50,000	
				Minor Capital Works	31,605	20,000	11,605	40,000
				New Gallery Space - Theatrette	-	261,000	(261,000)	711,000
		Total New Capital		31,605	291,000	(259,395)	801,000	
		Renewals Capital	Gallery Furniture and Office/Gallery Renewal	-	-	-	550,000	
			Minor Equipment Renewals	50,000	25,000	25,000	100,000	
		Total Renewals Capital		50,000	25,000	25,000	650,000	
Total Toitū Otago Settlers Museum			81,605	316,000	(234,395)	1,451,000		
Total Galleries, Libraries & Museums				291,424	852,166	(560,742)	3,527,000	

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Governance & Support services	Fleet Operations	New Capital	EV Charging Infrastructure	-	-	-	30,000
		Total New Capital		-	-	-	30,000
		Renewals Capital	Fleet Replacement	94,012	100,000	(5,988)	390,000
		Total Renewals Capital		94,012	100,000	(5,988)	390,000
	Total Fleet Operations			94,012	100,000	(5,988)	420,000
	Information Solutions	New Capital	Internal Legacy Corrections	-	16,666	(16,666)	100,000
			Internal Services Workstream	-	16,667	(16,667)	350,000
			Value added External Services	1,440	250,000	(248,560)	1,500,000
		Total New Capital		1,440	283,333	(281,893)	1,950,000
		Renewals Capital	Internal Legacy Corrections	10,025	183,333	(173,308)	1,100,000
			Internal Services Workstream	-	37,499	(37,499)	275,000
		Total Renewals Capital		10,025	220,832	(210,807)	1,375,000
	Total Information Solutions			11,465	504,165	(492,700)	3,325,000
	Marketing & Communication	Renewals Capital	Replacement of Webcams	-	8,334	(8,334)	50,000
		Total Renewals Capital		-	8,334	(8,334)	50,000
	Total Marketing & Communication			-	8,334	(8,334)	50,000
	Civil Defence	New Capital	Plant Equipment	-	-	-	100,000
		Total New Capital		-	-	-	100,000
	Total Civil Defence			-	-	-	100,000
Total Governance & Support services				105,478	612,499	(507,021)	3,895,000
Property	Property-Commercial	Renewals Capital	Asset Renewals	4,560	100,000	(95,440)	640,000
		Total Renewals Capital		4,560	100,000	(95,440)	640,000
	Total Property-Commercial			4,560	100,000	(95,440)	640,000
	Property-Community	New Capital	Public Toilets	452,197	86,000	366,197	510,000
			CCTV George St	-	200,000	(200,000)	500,000
		Total New Capital		452,197	286,000	166,197	1,010,000
		Renewals Capital	Asset Renewals	3,526	366,600	(363,075)	2,000,000
			Community Halls Renewal	40,604	42,000	(1,396)	250,000
			Edgar Centre Refurbishment	-	100,000	(100,000)	300,000
			Public Toilet Renewals	19,291	50,000	(30,709)	300,000
			Tarps	12,457	-	12,457	-
		Total Renewals Capital		75,878	558,600	(482,722)	2,850,000
	Total Property-Community			528,075	844,600	(316,525)	3,860,000

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Property	Property-Housing	New Capital	Housing Growth	21,750	260,000	(238,250)	1,600,000
		Total New Capital		21,750	260,000	(238,250)	1,600,000
		Renewals Capital	Asset Renewals	58,810	82,000	(23,190)	500,000
			Fitzroy St Housing Upgrade	2,700	250,000	(247,300)	1,500,000
			Healthy Homes Upgrades	4,820	-	4,820	-
		Total Renewals Capital		66,331	332,000	(265,669)	2,000,000
	Total Property-Housing			88,080	592,000	(503,920)	3,600,000
	Property-Investment	Renewals Capital	Asset Renewals	49,075	150,000	(100,925)	850,000
			Seismic Remediation	175,418	-	175,418	-
		Total Renewals Capital		224,493	150,000	74,493	850,000
	Total Property-Investment			224,493	150,000	74,493	850,000
	Property-Operational	New Capital	South Dunedin Library and Community Complex	2,674,917	2,900,000	(225,083)	19,900,000
		Total New Capital		2,674,917	2,900,000	(225,083)	19,900,000
		Renewals Capital	Asset Renewals	502,623	215,700	286,923	1,055,000
			Civic Centre - Exterior, Roof	1,297,976	1,050,000	247,976	5,030,000
			Dunedin Public Art Gallery Refurbishment	-	-	-	310,000
			Olveston House Renewal	-	50,000	(50,000)	250,000
			Town Hall/Municipal Chamber Exterior and Lift	101,881	300,000	(198,119)	1,600,000
			Octagon CCTV	-	100,000	(100,000)	100,000
		Total Renewals Capital		1,902,480	1,715,700	186,780	8,345,000
	Total Property-Operational			4,577,396	4,615,700	(38,304)	28,245,000
Total Property				5,422,604	6,302,300	(879,696)	37,195,000
Regulatory Services	Compliance Solutions	Renewals Capital	Noise Meter Renewals	-	17,000	(17,000)	50,000
		Total Renewals Capital		-	17,000	(17,000)	50,000
	Total Compliance Solutions			-	17,000	(17,000)	50,000
	Parking Operations	Renewals Capital	Parking Meter Renewals	-	-	-	170,000
			Offstreet Carpark Resealing	-	95,000	(95,000)	380,000
		Total Renewals Capital		-	95,000	(95,000)	550,000
	Total Parking Operations			-	95,000	(95,000)	550,000
Total Regulatory Services				-	112,000	(112,000)	600,000

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Reserves & Rec facilities	Aquatic Services	New Capital	Moana Pool Improvements	-	3,334	(3,334)	20,000
			Mosgiel Pool	2,640	-	2,640	-
		Total New Capital		2,640	3,334	(694)	20,000
		Renewals Capital	Moana Pool Renewals	634,563	700,000	(65,437)	8,902,000
			St Clair Pool Renewals	186,140	200,000	(13,860)	350,000
		Total Renewals Capital		820,703	900,000	(79,297)	9,252,000
	Total Aquatic Services			823,343	903,334	(79,991)	9,272,000
	Botanic Gardens	New Capital	Botanic Garden Improvements	-	16,000	(16,000)	105,000
		Total New Capital		-	16,000	(16,000)	105,000
		Renewals Capital	Botanic Garden Renewals	-	11,100	(11,100)	79,000
		Total Renewals Capital		-	11,100	(11,100)	79,000
	Total Botanic Gardens			-	27,100	(27,100)	184,000
	Cemeteries & Crematorium	New Capital	Cemetery Strategic Development Plan	-	-	-	500,000
			City Wide Beam Expansion	923	-	923	360,000
		Total New Capital		923	-	923	860,000
		Renewals Capital	Structures Renewals	55,996	10,000	45,996	142,000
		Total Renewals Capital		55,996	10,000	45,996	142,000
	Total Cemeteries & Crematorium			56,919	10,000	46,919	1,002,000
	Parks & Recreation	New Capital	Playground Improvements	167,381	69,000	98,381	817,000
			Recreation Facilities Improvements	11,307	75,000	(63,693)	450,000
			Track Network Development	-	-	-	100,000
			Logan Park Hockey Turf	-	-	-	1,000,000
		Total New Capital		178,688	144,000	34,688	2,367,000
		Renewals Capital	Greenspace Renewals	-	-	-	570,000
			Playground Renewals	280,452	375,000	(94,548)	1,160,000
			Recreation Facilities Renewals	40,133	7,800	32,333	1,520,000
		Total Renewals Capital		320,585	382,800	(62,215)	3,250,000
	Total Parks & Recreation			499,273	526,800	(27,527)	5,617,000
Total Reserves & Rec facilities				1,379,535	1,467,234	(87,699)	16,075,000

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Roading and Footpaths	Shaping Future Dunedin	New Capital	Central City Cycle & Pedestrian Improvements	45,584	-	45,584	-
			Central City Parking Management	-	-	-	1,200,000
			Mosgiel & Burnside Park & Ride	5,241	-	5,241	-
		Total New Capital		50,825	-	50,825	1,200,000
	Total Shaping Future Dunedin			50,825	-	50,825	1,200,000
	Transport	New Capital	Central City Upgrade Bath St	28,028	850,000	(821,972)	1,500,000
			Central City Upgrade Retail Quarter	213,190	40,000	173,190	60,000
			Dunedin Urban Cycleways	49,481	-	49,481	1,874,715
			Kettle Park Transition Plan	796,995	25,000	771,995	2,950,000
			LED Street Lights	1,852	-	1,852	-
			Low Cost, Low Risk Improvements	572,504	670,000	(97,496)	2,000,000
			Peninsula Connection	25,447	-	25,447	-
			Other Unsubsidised New Capital	2,167	-	2,167	-
		Total New Capital		1,689,664	1,585,000	104,664	8,384,715
		Renewals Capital	Footpath Renewals	1,147,068	960,000	187,068	5,750,000
			Gravel Road Re metaling	85,375	394,600	(309,225)	1,184,000
			Major drainage control	904,225	1,017,166	(112,941)	6,102,000
			Pavement Rehabilitation	1,101	-	1,101	3,248,000
			Pavement Renewals	736,076	515,000	221,076	10,824,000
			Structure Component Replacement	20,489	37,000	(16,511)	2,076,000
			Traffic Services Renewal	113,452	201,000	(87,548)	1,322,000
		Total Renewals Capital		3,007,788	3,124,766	(116,978)	30,506,000
	Total Transport			4,697,452	4,709,766	(12,314)	38,890,715
Total Roading and Footpaths				4,748,277	4,709,766	38,511	40,090,715

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Three Waters	Stormwater	New Capital	Mosgiel Stormwater Pumpstation and Network	-	292,000	(292,000)	1,750,000
			New Capital Supporting Growth	18,188	154,000	(135,813)	924,000
			New Resource Consents	-	107,332	(107,332)	322,000
			South Dunedin Flood Alleviation	19,250	125,000	(105,750)	750,000
			Stormwater New Capital Other	1,531,706	1,124,222	407,484	5,059,000
		Total New Capital		1,569,143	1,802,554	(233,411)	8,805,000
		Renewals Capital	Central City Renewals	10,109	-	10,109	-
			Mosgiel Stormwater Pumpstation and Network	4,013	-	4,013	-
			Other Stormwater Renewals	582,426	1,406,000	(823,574)	7,180,000
			Renewals Supporting Growth	16,749	336,000	(319,251)	2,015,000
		Total Renewals Capital		613,296	1,742,000	(1,128,704)	9,195,000
	Total Stormwater			2,182,440	3,544,554	(1,362,114)	18,000,000
	Wastewater	New Capital	Metro Wastewater Treatment Plant Resilience	171,585	1,452,000	(1,280,415)	8,707,000
			New Capital Supporting Growth	16,619	141,834	(125,215)	851,000
			Wastewater New Capital Other	78,915	779,834	(700,919)	4,679,000
		Total New Capital		267,118	2,373,668	(2,106,550)	14,237,000
		Renewals Capital	Central City Renewals	9,589	-	9,589	-
			Metro Wastewater Treatment Plant Resilience	799,734	622,000	177,734	3,731,000
			Other Wastewater Renewals	1,838,807	837,166	1,001,641	5,023,000
			Renewals Supporting Growth	-	108,000	(108,000)	648,000
			Rural Wastewater Schemes	888,846	894,000	(5,154)	894,000
			Wastewater Pumpstation Renewals	1,157,213	648,000	509,213	3,891,000
			Biofilter Media Replacement	24	-	24	-
		Total Renewals Capital		4,694,213	3,109,166	1,585,047	14,187,000
	Total Wastewater			4,961,331	5,482,834	(521,503)	28,424,000
	Water Supply	New Capital	New Capital Supporting Growth	-	196,000	(196,000)	1,176,000
			Port Chalmers Water Supply	29,716	178,000	(148,284)	1,068,000
			Water New Capital Other	12,862	792,000	(779,138)	4,748,000
			Water Supply Resilience	1,362,877	809,834	553,043	4,859,000
		Total New Capital		1,405,455	1,975,834	(570,379)	11,851,000
		Renewals Capital	Central City Renewals	3,966	-	3,966	-
			Dam Safety Action Plan	56,089	-	56,089	-
			Other Water Renewals	3,105,337	2,520,834	584,503	15,125,000
			Renewals Supporting Growth	-	214,000	(214,000)	1,286,000
			Water Supply Resilience	58,100	906,000	(847,900)	5,437,000
		Total Renewals Capital		3,223,493	3,640,834	(417,341)	21,848,000
	Total Water Supply			4,628,948	5,616,668	(987,720)	33,699,000
Total Three Waters				11,772,719	14,644,056	(2,871,337)	80,123,000

Capital Expenditure Detail by Activity
For the One Month Ending 31 August 2024

Group	Activity Name	Expenditure Type	Project Name	YTD Actual	YTD Budget	YTD Var	FY Budget
Waste Management	Waste Futures	New Capital	Bulk Waste System	27,000	-	27,000	-
			Construction and Demolition Facility	8,000	-	8,000	383,000
			Material Recovery Facility	51,597	266,000	(214,403)	13,466,000
			Organics Facility	200,205	200,000	205	3,013,000
			Glass Facility	-	-	-	860,000
			Resource Recov Park Precinct	-	-	-	3,512,000
			New Collection System(Waste, Recycling, Organics & Glass)	52,000	-	52,000	-
		Total New Capital	338,802	466,000	(127,198)	21,234,000	
		Total Waste Futures	338,802	466,000	(127,198)	21,234,000	
	Waste & Environmental Solutions	New Capital	Community Recycling Hubs	-	30,000	(30,000)	305,000
			Green Island Landfill Aftercare	16,844	10,000	6,844	300,000
			Green Island Landfill Gas Collection System	173,153	100,000	73,153	1,255,000
			Green Island Landfill Leachate System	29,000	20,000	9,000	1,495,000
			Sawyers Bay Closed Landfill	-	-	-	18,000
			Total New Capital	218,997	160,000	58,997	3,373,000
		Renewals Capital	Forester Park Landfill Culvert Pipe Renew/Line/Re-route	-	-	-	15,000
			Green Island Landfill and Transfer Station	10,624	20,000	(9,376)	150,000
			Green Island Leachate System Pump and Pumpstation	9,500	-	9,500	15,000
			Kerbside Bin Replacements	-	40,000	(40,000)	260,000
			Public Place Recycling and Rubbish Bins	77,770	75,000	2,770	165,000
			Total Renewals Capital	97,894	135,000	(37,106)	605,000
			Total Waste & Environmental Solutions	316,891	295,000	21,891	3,978,000
Total Waste Management			655,693	761,000	(105,307)	25,212,000	
Grand Total			24,375,729	29,474,355	(5,098,626)	206,882,715	

DUNEDIN CITY COUNCIL

Summary of Operating Variances
For the Month Ending 31 August 2024
Amount : \$'000

Group	Year to Date Surplus(Deficit)			Year to Date Variance Favourable (Unfavourable)							
	Actual	Budget	Variance	Rates Revenue	Operating Revenue	Internal Revenue	Staff	Ops & Other Exps	Internal Costs	Interest	Depr'n
Community & Planning	(559)	(638)	79	-	(58)	(47)	(78)	262	-	-	-
Economic Development	(316)	(375)	59	-	23	-	(9)	44	1	-	-
Galleries, Libraries & Museums	(4,613)	(4,771)	158	-	(57)	(5)	49	158	-	13	-
Governance & Support Services	(3,072)	(2,308)	(764)	140	(312)	(199)	(733)	53	343	(54)	-
Property	(2,171)	(2,363)	192	-	30	-	(68)	160	-	70	-
Regulatory Services	657	904	(247)	-	(319)	2	(15)	87	(2)	-	-
Reserves & Recreational Facilities	(556)	(827)	271	-	147	-	26	64	-	34	-
Roading & Footpaths	(2,387)	(1,387)	(1,000)	-	(296)	25	191	(962)	(69)	111	-
Three Waters	(7,547)	(7,987)	440	-	(171)	(49)	129	236	106	189	-
Waste Management	(318)	41	(359)	-	(262)	(118)	(9)	2	12	16	-
Total Council (excluding Waipori)	(20,882)	(19,711)	(1,171)	140	(1,275)	(391)	(517)	104	391	379	-
Waipori Fund	3,617	738	2,879	-	2,881	-	-	(2)	-	-	-
Total Council	(17,265)	(18,973)	1,708	140	1,606	(391)	(517)	102	391	379	-

DETAILED FINANCIAL UPDATE

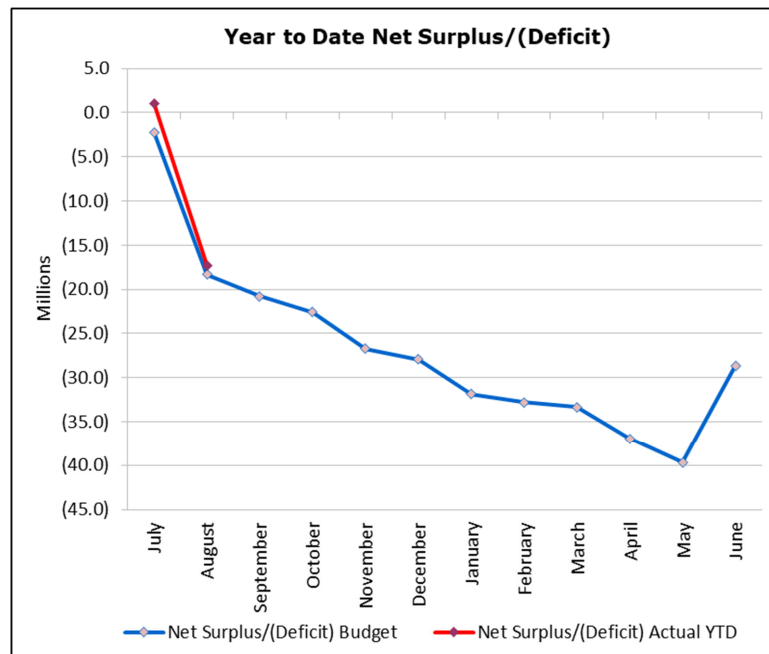
For the period ended 31 August 2024

This report provides a detailed commentary on the Council's financial result for the period ended 31 August 2024 and the financial position at that date.

STATEMENT OF FINANCIAL PERFORMANCE

The statement of financial performance is provided in Attachment C.

NET SURPLUS/(DEFICIT) (INCLUDING WAIPORI)



The net deficit (including Waipori) for the period ended 31 August 2024 was \$17.265 million or \$1.708 million less than budget.

REVENUE

The total revenue for the period was \$64.584 million or \$1.526 million less than budget.

The major variances were as follows:

External Revenue

Actual \$13.963 million, Budget \$14.655 million, Unfavourable variance \$692k

Waste and Environmental Services was unfavourable \$262k. Landfill commercial and domestic waste revenue was unfavourable \$463k. Changes relating to the new kerbside collections contract mean disposal fees under the contract will be reported as internal revenue. Further analysis is underway, with implementation of internal charging to commence for September reporting. Offsetting this variance, waste levy revenue for waste minimisation initiatives, received from the Ministry for the Environment, was favourable 177k.

Three Waters revenue was unfavourable \$174k, with water sales below budget for the period. Properties that pay both water rates and metered water supply charges receive a credit against the water supply charges each year to the value of rates charged. Previously this credit was spread throughout the year as the water was billed, but for this financial year the full credit, totalling \$290k, was processed in July, creating an unfavourable budget variance which is already beginning to reduce in subsequent periods.

Building Services revenue was \$139k unfavourable mainly due to delays in final invoice processing for building consent applications. The number of building consents and inspections are also lower than previous levels.

Metered and casual parking was unfavourable \$113k, mainly in on-street parking and the Lower Moray Place carpark. Currently there are two on-street parking meters operating in the Lower Moray Place carpark until a Licence Plate Recognition system is installed in October.

Compliance Solutions revenue was unfavourable \$93k, driven by Parking Enforcement revenue being less than budget due to vacancies and staff leave.

Grants Revenue

Actual \$3.603 million, Budget \$4.155 million, Unfavourable variance \$552k

Transport revenue was unfavourable \$217k reflecting the lower level of subsidised capital expenditure.

Investment Account revenue was unfavourable \$338k reflecting the level of Better Off Funding revenue to date.

EXPENDITURE

The total expenditure for the period was \$85.466 million or \$355k less than budget.

The major variances were as follows:

Personnel Costs

Actual \$15.085 million, Budget \$14.568 million, Unfavourable variance \$517k

The unfavourable staff variance was partially mitigated by vacancy management.

Operations and Maintenance Costs

Actual \$15.013 million, Budget \$14.994 million, Unfavourable variance \$19k

Transport expenditure was unfavourable \$918k due partly to contract cost fluctuations as well as greater subsidised maintenance in the following areas than expected:

- Unsealed Pavement Maintenance - unfavourable \$144k; includes contract cost fluctuations, winter grading and a high volume of dig outs.
- Environmental Maintenance - unfavourable \$200k, largely due to the \$100k Upper Junction Rd slip clean-up work.
- Routine Drainage Maintenance - unfavourable \$457k, mainly due to a high volume of mud tank cleaning resulting from two winter flooding events.

Waste and Environmental Solutions costs were unfavourable \$105k. The Kerbside Collections contract cost was unfavourable \$288k, partly due to more household waste material than expected. ETS costs were favourable \$228k due to a lower Unique Emissions Factor and the current projected cost of carbon credits being lower than budgeted. Recent government announcements around the ETS scheme however may have an unfavourable impact on the cost of carbon credits going forward.

These unfavourable variances were partially offset by:

Three Waters maintenance expenditure was favourable \$365k largely reflecting lower than budgeted costs for treatment plant maintenance to date. Reactive plant maintenance requirements were less than anticipated coupled with proactive management of planned maintenance requirements, and savings associated with optimisation of plant processes around the handling of sludge.

Property costs were favourable \$362k. Maintenance costs in the housing portfolio were favourable \$263k, partly due to the low level of expenditure relating to tenancy changes for the year to date. Planned maintenance costs across all portfolios was favourable \$195k. The timing and necessity of planned maintenance is constantly monitored by Property staff to avoid unnecessary expenditure.

Parks and Recreation costs were favourable \$129k, mainly due to the timing of a Service Level Agreement payment which will be paid in October.

BIS costs were favourable \$125k, mainly in the IT Managed Services contract and project management costs. There has been no need for project management services to date.

Occupancy Costs

Actual \$12.578 million, Budget \$12.326 million, Unfavourable variance \$252k

Parks and recreation costs were unfavourable \$97k due to gas costs at Moana Pool being higher than expected.

Three Waters costs were unfavourable \$63k with electricity at the various treatment plant and pumping stations being \$110k higher than budgeted.

Transport electricity costs were unfavourable \$49k, mainly being the cost of street lighting.

Consumable and General Costs

Actual \$4.291 million, Budget \$4.310 million, Favourable variance \$19k

Waste and Environmental costs were favourable \$85k mainly due to the MOE waste levy being less than budget. The reduced levy cost is a result of less material arriving at the landfill than expected.

South Dunedin Future costs were favourable \$44k with consultants expenditure currently less than budget.

Compliance Solutions costs were favourable \$44k, with no expenditure for project assistance, and a low level of Parking Enforcement refunds to date.

These favourable variances were partly offset by:

BIS costs were unfavourable \$101k, mainly being software licence costs. The timing of the invoicing of some software licences varies each year but this favourable variance will reduce during the year.

Transport software licence fees, subscription costs and compensation costs were unfavourable \$103k. Compensation costs are not budgeted for, and the software and subscriptions variances are due to budget timing differences.

Grants and Subsidies Costs

Actual \$6.667 million, Budget \$7.021 million, Favourable variance \$354k

Community Development costs were favourable \$283k mainly due to the timing of City Service City Project grants expenditure.

Depreciation Costs

Actual \$20.377 million, Budget \$20.377 million, Nil variance

Depreciation costs overall were at budget level, pending the roll-over of the fixed assets system for the new financial year. This will occur on final completion of the 2023/24 external financial statement audit.

Interest Costs

Actual \$5.025 million, Budget \$5.404 million, Favourable variance \$379k

This favourable variance reflected a lower interest rate than budget (4.8% actual, 5.0% budget). Interest rates will be reviewed quarterly by Dunedin City Treasury Limited.

WAIPORI FUND NET OPERATING RESULT

Actual \$3.617 surplus, Budget \$738k surplus, Favourable variance \$2.879 million

Year to date the Waipori Fund has reported a net operating surplus of \$3.6 million, \$2.8 million more than budget. Following the positive results in July, New Zealand and international equities saw significant decreases in value during August. However, fixed term investments continued to show positive returns.

STATEMENT OF FINANCIAL POSITION

The Statement of Financial Position is provided as Attachment D.

- Other current financial assets of \$11.048 million relate to the Waipori Fund.
- The term loans balance at 31 August 2024 is \$633.298 million. This balance is made up as follows:

	Actual \$million	Budget \$million	Variance \$million	
Loan Balance	628.473	623.773	4.700	U
Accrued Interest on Loans	4.825	-	4.825	U
Total Term Loans	633.298	623.773	9.525	U

The categorisation of accrued interest has changed as required by accounting standards. Previously accrued interest was included as a current liability, within accrued expenditure, however it is now classified as term loans.

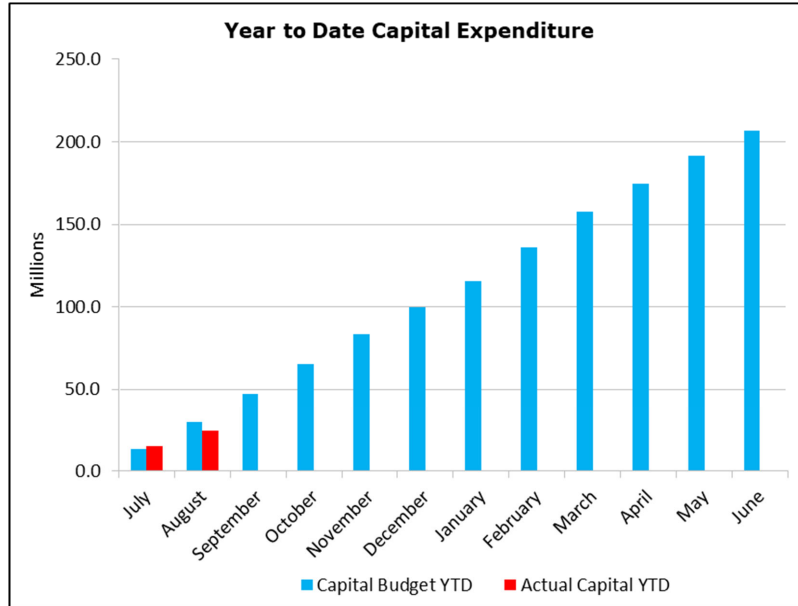
Interest on term loans is mainly paid quarterly. The accrued interest amount represents interest expense accounted for but not yet paid.

- A graph showing DCC and Group debt profile is provided as Attachment B.

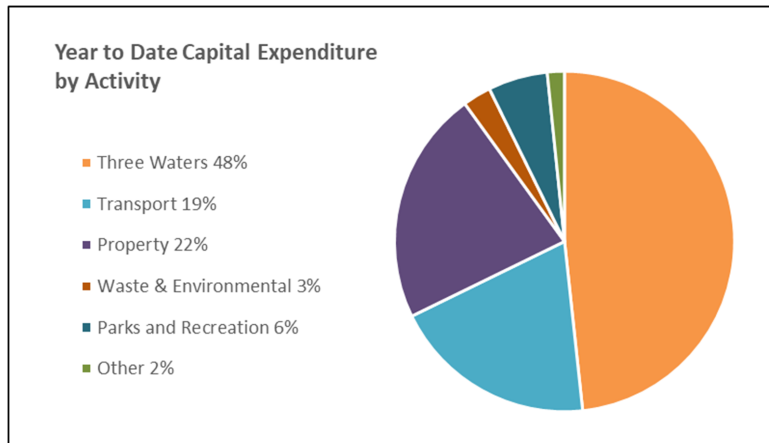
CAPITAL EXPENDITURE

A summary of the capital expenditure programme by Activity is provided as Attachment F. Attachment G provides the detailed capital expenditure programme.

Total capital expenditure for the year was \$24.376 million or 82.7% of the year-to-date budget.



The chart below shows the proportion of year-to-date capital expenditure by Activity:



Galleries, Libraries & Museums capital expenditure was \$560k underspent.

Expenditure was under budget mainly due to the timing of collections acquisitions for both the Art Gallery and Library, including expenditure for the new South Dunedin Community Library collection, which is budgeted to be acquired over the first six months of the financial year prior to being housed in the new library early next year.

Work on the new Theatre gallery space at Toitu has yet to commence, resulting in an underspend of \$261k to date.

Governance and Support Services capital expenditure was \$508k underspent.

BIS capital was underspent by \$493k, driven by lower-than-expected expenditure on Value-added External Services projects (Online Services, Customer Self Service Portal), and Internal Legacy projects (Eplan 2GP submission tool, Information Management improvements) and hardware renewals. Some projects are awaiting completion of business cases. Internal Services Workstream project (Mobility) is underspent as most of the development work is being done inhouse.

Property capital expenditure was \$879k underspent.

Renewals expenditure overall was underspent by \$582k mainly due to several projects yet to commence. Offsetting this, the Civic Centre renewal project was ahead of budget. The seismic remediation project at 414 Moray Place was overspent \$176k as the final contract costs of the project were accounted for. This project was budgeted for completion in June.

New capital expenditure for the period was underspent \$297k with the South Dunedin Community Complex project and Oxford St Housing upgrade being under budget at present. Work on new George St CCTV is yet to commence. Offsetting these favourable variances, new public toilets expenditure was overspent \$366k with significant progress at Outram Glen, Navy Park and Harwood.

Roading and Footpaths capital expenditure was \$38k overspent.

Transport's overall renewal spend was under budget \$117k, mainly due gravel road re-metaling and kerb and channel renewals.

In terms of new capital delivery, expenditure was \$155k over budget.

The Central City Upgrade (retail quarter) project was unfavourable \$173k due to end of project remedial works being undertaken. Kettle Park Transition Plan works were overspent \$797k due to budget timing. This was offset by under expenditure of \$822k for the period for the Central City Upgrade Bath Street project, due to budget timing.

Three Waters capital expenditure was \$2.871 million underspent.

The Three Waters team are continuously reprioritising the work programme whilst maintaining the overall current capital budget.

Consequently, the renewal's expenditure was overspent \$648k with various network and treatment plant projects being slightly ahead of budget for the month.

New capital expenditure was \$2.910 million underspent, mainly due to new capital projects across all three waters yet to commence, including expenditure on integrated wastewater catchment modelling. The Bath St stormwater project was slightly ahead of budget for the period.

Waste and Environmental capital expenditure was \$105k underspent.

Expenditure on the Material Recovery facility was underspent \$214. The detailed design and procurement process is underway. Construction is delayed pending the outcome of the consenting process.

Bulk Waste System expenditure was overspent \$77k due to a timing issue resulting in unbudgeted civil design costs.

Green Island Landfill Gas Collection System capital was overspent \$73k. The new gas flare is under construction and due to be installed by December. Work is underway on-site in preparation for installation.

COMMENTS FROM GROUP ACTIVITIES

Attachment H, Summary of Operating Variances, shows by Group Activity the overall net surplus or deficit variance for the period. It also shows the variances by revenue and expenditure type.

Galleries, Libraries and Museums - \$158k Favourable

External revenue was unfavourable \$57k partly due to merchandise sales at the Art Gallery, Toitu and Lan Yuan being less than budget. Admission fees at Lan Yuan were also less than budget.

Operating expenditure was favourable \$158k due to under expenditure generally across all activities.

Governance and Support Services - \$764 million Unfavourable

Better-Off Funding grants revenue was unfavourable \$338k, offset by a \$343k favourable variance in internal costs, being the allocation of Better-Off funding to various activities.

Waipori Fund - \$2.9 million Favourable

Operating revenue was favourable \$2.881 million. Following the positive results in July, New Zealand and international equities saw significant decreases in value during August. Fixed term investments continued to show positive returns.

Property - \$192k Favourable

Operating expenditure was \$160k favourable due to planned and reactive maintenance costs being closing managed across all portfolios. Housing tenancy changes expenditure was lower than anticipated.

External revenue was favourable \$30k, largely due to higher than budgeted operational cost recoveries within the Investment and Holding property portfolios.

Regulatory Services - \$247k Unfavourable

External revenue was \$319k unfavourable. Parking Operations revenue was unfavourable \$113k due to lower-than-expected activity, particularly on-street parking. New number plate recognition technology is expected to be installed at the Lower Moray Place carpark in October which should see an increase in revenue in this location.

Compliance Solutions revenue was unfavourable \$93k, with Parking Enforcement revenue less than budget due to staff vacancies and leave. Building Services revenue was \$139k unfavourable mainly due

to delays in final invoice processing for building consent applications, and reduced inspections revenue. The number of building consents and inspections were lower than previous levels.

Reserves and Recreational Facilities - \$271k Favourable.

External revenue was \$147k favourable with Aquatics revenue ahead of budget, particularly Gym and Learn to Swim revenue. Cemeteries and Crematorium revenue was also favourable, along with general Parks rental and recoverable revenue.

Roading and Footpaths - \$1.000 million Unfavourable

External revenue was \$296k unfavourable with subsidy revenue \$217k unfavourable. Not all NZTA funding has been officially approved for the 2025/26 year. Some NZTA funding is still to be approved (for example Low Cost, Low Risk) and therefore not accrued. Actual expenditure will be claimed retrospectively once funding in this category is confirmed.

Operating costs were unfavourable \$962k. Unsealed pavement maintenance, environmental maintenance and routine drainage maintenance costs were all unfavourable \$801k, mainly due to a high volume of mud tank cleaning resulting from two winter flooding events, a high volume of winter dig out work, slip repairs and contract cost fluctuations.

Three Waters - \$440k Favourable

Three Waters external operating revenue was unfavourable \$171k, mainly due to water sales being less than budget for the period because of the timing of water billing credits to some customers.

This variance was offset with favourable operating costs \$236k, mainly reflecting lower than budgeted reactive treatment plant maintenance costs to date, a reduction in proactive maintenance and some savings associated with optimisation.

Internal costs were also favourable \$106k due to lower sludge volumes (and associated disposal costs) at the Green Island landfill (see comments below).

Waste Management - \$359k Unfavourable

Waste and Environmental external revenue was unfavourable \$262k. Landfill commercial and domestic waste revenue was unfavourable \$463k. Changes relating to the new kerbside collections contract mean disposal fees under the contract will be reported as internal revenue. Further analysis is underway, with implementation of internal charging to commence for September reporting. Offsetting this variance, waste levy revenue was favourable 177k.

Internal revenue was unfavourable \$118k mainly due to sludges from the Wastewater treatment plants now being lime treated or incinerated and therefore not classed as special hazardous waste, resulting in lower disposal fees and volumes.

2024 ANNUAL REPORTS FOR THE DUNEDIN CITY HOLDINGS LTD GROUP

Department: Civic

EXECUTIVE SUMMARY

- 1 This report provides the 2024 Annual Reports of Dunedin City Holdings Ltd (DCHL) Group companies.

RECOMMENDATIONS

That the Council:

- a) **Notes** the 2024 Annual Reports of:
 - Dunedin City Holdings Limited
 - Dunedin City Treasury Limited
 - Aurora Energy Limited
 - City Forests Limited
 - Delta Utility services Limited
 - Dunedin International Airport Limited
 - Dunedin Railways Limited
 - Dunedin Stadium Property Limited
 - Dunedin Venues Management Limited

BACKGROUND

- 2 The subsidiaries and associate companies of DCHL are required to prepare and deliver an Annual Report to Council for noting.

DISCUSSION

- 3 The annual report for DCHL was completed and received audit signoff on 30 September 2024, along with the annual reports for the group companies. These are now presented to Council for noting, along with a cover report from DCHL.
- 4 As this report is for administrative and statutory reporting purposes, a summary of considerations and options is not required.

OPTIONS

- 5 Not applicable.

Signatories

Author:	Sharon Bodeker - Special Projects Manager
Authoriser:	Sandy Graham - Chief Executive Officer

Attachments

	Title	Page
↓A	Cover report from DCHL	150
⇒B	Dunedin City Holdings Ltd - Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒C	Dunedin City Treasury Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒D	Aurora Energy Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒E	City Forests Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒F	Delta Utility Services Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒G	Dunedin International Airport Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒H	Dunedin Railways Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒I	Dunedin Stadium Property Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	
⇒J	Dunedin Venues Management Ltd Annual Report 2024 <i>(Under Separate Cover 2)</i>	



DUNEDIN CITY HOLDINGS LIMITED

Report

TO: Dunedin City Council

FROM: Tim Loan, DCHL Chair
Peter Hocking, General Manager DCHL

DATE: 22 October 2024

SUBJECT: 2024 Annual Reports of DCHL Group companies

SUMMARY

This report accompanies the 2024 Annual Reports of Dunedin City Holdings Ltd (DCHL) and its subsidiary and associate companies for noting by Dunedin City Council.

1. As Council Controlled Organisations, Dunedin City Holdings Ltd (DCHL) and its subsidiary and associate companies are required to deliver to shareholders, and make available to the public, a report on the organisation's operations during that year.
2. The statutory deadline for reporting is 30 September and all group companies have met this timeframe.
3. DCHL Group Companies' 2024 Annual Reports are attached to this report for Council noting and are available on Dunedin City Council's website.
4. The DCHL Group recorded a net profit after tax of \$12.9m and, during the year, paid a dividend of \$11m and interest payments of \$5.9m to Dunedin City Council.
5. Further context and highlights are contained in the press release issued by DCHL once the Annual Reports had been delivered and published; a copy of this is attached to this paper for noting. We also draw your attention to the Chair's Review on pages 4 to 8 of the DCHL Annual Report, which summarises the performance of group companies.

NEXT STEPS

6. The 2024 Annual Reports are presented for Council to **note**, with no further next steps required.

Tim Loan
Chair

Peter Hocking
General Manager

ATTACHMENTS

1. DCHL Press Release dated 30 September 2024
2. DCHL 2024 Annual Report
3. Aurora Energy Ltd 2024 Annual Report
4. City Forests Ltd 2024 Annual Report
5. Delta Utility Services Ltd 2024 Annual Report
6. Dunedin City Treasury Ltd 2024 Annual Report
7. Dunedin Railways Ltd 2024 Annual Report
8. Dunedin Stadium Property Ltd 2024 Annual Report
9. Dunedin International Airport Ltd 2024 Annual Report



DUNEDIN CITY HOLDINGS LIMITED

MEDIA RELEASE

DCHL Group delivers strong annual result

Dunedin (Monday, 30 September 2024) – A \$9.5 million lift in group after tax profit year on year and cash distributions to DCC of \$16.9 million are among the highlights in Dunedin City Holdings Limited's latest financial results.

The DCHL Group has announced a net profit after tax of \$12.8 million for the 2024 financial year, which represents an increase of \$9.5 million from 2023.

DCHL Chairman Tim Loan says, "That's a pleasing outcome, based on a strong result from Aurora Energy.

"Aurora Energy is performing well, which is a credit to the Aurora team. Significant investment has gone into the network in recent years and now the regulated return on that investment is reflected in improved profitability."

Aurora Energy's net profit after tax exceeded target by just under \$8 million. This was mostly due to higher network use by consumers, higher capital contributions from customer-initiated works and lower than anticipated operating costs, Mr Loan says.

"We respect Council's decision to retain ownership of Aurora and we remain committed to achieving the best for Dunedin from its investments.

"We have been clear in our advice. Our investment in Aurora Energy will generate a regulated return and it will grow in value. However, ongoing capital expenditure will require funding, from both operating cash flows and substantial debt funding, which will restrict the company's ability to pay dividends."

The company has invested heavily in the electricity distribution network, with capital expenditure of \$420 million across the last five years, Mr Loan says.

Aurora Energy's capital expenditure of \$110 million in the 2024 financial year was funded by operating cash flows of \$67 million and a \$43 million increase in borrowings, with no dividend paid to DCHL.

Results from other commercial companies were modest, reflecting global economic challenges. The construction slowdown in China continued to impact on log prices achieved by City Forests. Inflation has been a challenge to achieving desired margins at Delta. Passenger numbers at Dunedin Airport were softer than expected as inflation and interest rates impacted travel demand.

DCHL distributed \$16.9 million to DCC in the 2024 financial year, an increase from \$11.4 million in the prior year. Distributions included \$5.9 million of interest on its shareholder advance.

DCHL companies delivered some great outcomes for the community in the 2024 year, Mr Loan says.

“After many months of hard work from the team at Dunedin Airport, we are all thrilled to welcome international flights coming back to Dunedin next year.

“Dunedin Railways lifted passenger numbers to 25,000 in the 2024 year, an increase of 9,000 passengers year on year. The team is excited to resume passenger services to Pukerangi in October.”

DVML’s highlights included the FIFA Women’s World Cup. Forsyth Barr Stadium played host to six matches, attracting an attendance of over 64,000 people, including 18,600 visitors from outside Dunedin. In March, DVML also hosted the P!nk Summer Carnival Concert, which contributed \$16.6m to the Dunedin economy.

(\$ million)	2024	2023
Revenue	360.2	320.0
Net profit after tax	12.8	3.3
Dividends and interest paid to DCC	16.9	11.4
Capital invested	108.4	104.4
Total assets	2,049.7	1,830.5
Term borrowings	1,288.4	1,083.8
Shareholder's funds	425.4	414.7
	2024	2023
Passengers through Dunedin Airport	903,396	920,000
Attendees hosted by DVML	312,013	235,800
Passengers on Dunedin Railways	25,002	16,493
New trees planted by City Forests	1,078,800	1,090,700
Total customer connections at Aurora Energy	95,604	94,723

More information:

Tim Loan
Chair, Dunedin City Holdings Limited
021 221 0710

MEETING SCHEDULE FOR 2025

Department: Civic

EXECUTIVE SUMMARY

- 1 The report seeks the adoption of a meeting schedule for 2025, in accordance with Clause 19(6)(a) of Schedule 7 of the Local Government Act 2002.
- 2 The proposed meeting schedule, appended as Attachment A, covers the period from January 2025 through to the first week of November. It incorporates proposed dates for the Inaugural Council meeting and the Inaugural meetings for the Community boards following the election on Saturday 11 October.

RECOMMENDATIONS

That the Council:

- a) **Approves** the proposed meeting schedule for 2025 as attached to the report or advises alternate meeting dates.
- b) **Notes** that the Community Boards will confirm their meeting dates at their next meetings.

BACKGROUND

- 3 Every year Council adopts a schedule of meetings for the year ahead to provide some certainty in programming work and reporting.
- 4 Public and school holidays have been considered in setting the schedule, and additional meetings will be provided for as required.
- 5 In keeping with the schedule for 2024, Council meetings will generally be held on the last Tuesday of each month and commence at 10.00am. Council meetings following a public holiday will be held on a Wednesday.
- 6 Committees will meet on Tuesdays and Wednesdays. Fortnightly Council meetings are recommended for August and September 2025 as required, being the pre-election period.
- 7 On the information currently available, important dates in the Council's programme of business are:
 - 9 Year plan: Council is to consider options and budget reports towards the development of the 9 year plan. Hearings will take place in May and deliberations in June.

- Water Services Delivery Plan: a consultation period will take place in March – April.
 - The triennial elections will be held on Saturday 11 October. Inaugural meetings will be set down for late October/early November.
- 8 Committees and subcommittees not referred to within this schedule will be scheduled on an “as required” basis.
- 9 As this report is for administrative purposes only, options and the summary of considerations are not required.

NEXT STEPS

- 10 If approved, the Council diary will be updated.

Signatories

Author:	Clare Sullivan - Manager Governance
Authoriser:	Robert West - General Manager Corporate Services

Attachments

	Title	Page
↴A	Draft meeting schedule 2025	156
↴B	Draft Calendar 2025 - A3	159

MEETING	MEETING DATE
January 2025	
Council	Monday 27 January – Thursday 30 January
February 2025	
Otago Peninsula Community Board	Tuesday 4 February
Strath Taieri Community Board	Tuesday 4 February
Mosgiel Taieri Community Board	Wednesday 5 February
West Harbour Community Board	Wednesday 5 February
Waitangi Day	Thursday 6 February
Placeholder Council	Tuesday 11 February
Waikouaiti Coast Community Board	Wednesday 12 February
Saddle Hill Community Board	Thursday 13 February
Infrastructure Services Committee	Tuesday 18 February
Strategy, Planning and Engagement Committee	Wednesday 19 February
Community Services Committee	Wednesday 19 February
Council	Tuesday 25 February
March 2025	
Civic Affairs Committee	Tuesday 11 March
Customer and Regulatory Committee	Tuesday 11 March
Economic Development Committee	Wednesday 12 March
Finance and CCOs Committee	Wednesday 12 March
Audit and Risk Subcommittee	Friday 14 March
Council (Adoption of Consultation Doc)	Tuesday 18 March
Infrastructure Services Committee	Wednesday 19 March
Strategy, Planning and Engagement Committee	Thursday 20 March
Community Services Committee	Thursday 20 March
Otago Anniversary	Monday 24 March
Council	Wednesday 26 March
April 2025	
Mosgiel Taieri Community Board	Wednesday 2 April
West Harbour Community Board	Wednesday 2 April
Otago Peninsula Community Board	Thursday 3 April
Strath Taieri Community Board	Thursday 3 April
Waikouaiti Coast Community Board	Wednesday 9 April
Saddle Hill Community Board	Thursday 10 April
School Holidays	Monday 14 – Friday 25 April
Good Friday	Friday 18 April
Easter Monday	Monday 21 April
ANZAC Day	Friday 25 April
Council	Wednesday 30 April

MEETING	MEETING DATE
May 2025	
Council 9 year plan hearings plus Water Services Delivery Plan and WMMP	Thursday 8 May - Friday 16 May
Grants Subcommittee (Arts, Community, Events, Biodiversity and Waste Minimisation Grants)	Wednesday 21 May
Mosgiel Taieri Community Board	Wednesday 21 May
West Harbour Community Board	Wednesday 21 May
Otago Peninsula Community Board	Thursday 22 May
Strath Taieri Community Board	Thursday 22 May
Council	Tuesday 27 May
Waikouaiti Coast Community Board	Wednesday 28 May
Saddle Hill Community Board	Thursday 29 May
June 2025	
King's birthday	Monday 2 June
Council 9 year plan deliberations also Water Services Delivery Plan and WMMP	Tuesday 3 - Friday 6 June
Infrastructure Services Committee	Wednesday 10 June
Strategy, Planning and Engagement Committee	Thursday 11 June
Community Services Committee	Thursday 11 June
Civic Affairs Committee	Tuesday 17 June
Customer and Regulatory Committee	Tuesday 17 June
Economic Development Committee	Wednesday 18 June
Finance and CCOs Committee	Wednesday 18 June
Audit and Risk Subcommittee	Thursday 19 June
Matariki	Friday 20 June
Council (Adoption 9 year plan)	Monday 30 June
July 2025	
School Holidays	Monday 30 June – Friday 12 July
Nominations open	Friday 4 July
Grants Subcommittee (Major Community and Premier)	Tuesday 1 July
Grants Subcommittee (City Service and City Project)	Wednesday 2 July
LGNZ Conference	Wednesday 16 & Thursday 17 July
Council	Tuesday 29 July
August 2025	
Nominations close	Friday 1 August 12 noon
Mosgiel Taieri Community Board	Wednesday 6 August
West Harbour Community Board	Wednesday 6 August
Otago Peninsula Community Board	Thursday 7 August
Strath Taieri Community Board	Thursday 7 August
Council	Tuesday 12 August
Waikouaiti Coast Community Board	Wednesday 13 August
Saddle Hill Community Board	Thursday 14 August
Council	Tuesday 26 August

MEETING	MEETING DATE
September 2025	
Audit & Risk Subcommittee	Thursday 4 September
Voting starts	Tuesday 9 September
Council	Tuesday 9 September
Mosgiel Taieri Community Board	Wednesday 10 September
West Harbour Community Board	Wednesday 10 September
Otago Peninsula Community Board	Thursday 11 September
Strath Taieri Community Board	Thursday 11 September
Waikouaiti Coast Community Board	Wednesday 17 September
Saddle Hill Community Board	Thursday 18 September
Grants Subcommittee (Place Based Community)	Thursday 18 September
Council	Tuesday 23 September
October 2025	
School Holidays	Monday 22 September– Friday 3 October
Council - valedictory	Tuesday 7 October
Election day	Saturday 11 October 12 noon
Labour Day	Monday 27 October
Council	Friday 31 October - Inaugural
November 2025	
Mosgiel Taieri Community Board	Wednesday 5 November - Inaugural
Waikouaiti Coast Community Board	Wednesday 5 November - Inaugural
West Harbour Community Board	Wednesday 5 November - Inaugural
Otago Peninsula Community Board	Thursday 6 November – Inaugural
Saddle Hill Community Board	Thursday 6 November - Inaugural
Strath Taieri Community Board	Thursday 6 November – Inaugural
December 2025	

Draft 2025 Meeting Schedule

January			February			March			April			May			June		July		August		September			October		November		December								
1	W	New Years Day	1	S		1	S		1	T		1	T		1	S		1	T	Grants Sub	1	F	Nominations close	1	M		1	W		1	S		1	M		
2	T	Public holiday	2	S		2	S		2	W	MTCB WHCB	2	F		2	M	Kings Birthday	2	W	Grants Sub	2	S		2	T		2	T		2	S		2	T		
3	F		3	M		3	M		3	T	OPCB STCB	3	S		3	T	Council 9 Year Plan Deliberations and Water Services Delivery Plan WMMP	3	T		3	S		3	W		3	F		3	M		3	W		
4	S		4	T	OPCB STCB	4	T		4	F		4	S		4	W		4	F	Nominations open	4	M		4	T	Audit & Risk	4	S		4	T		4	T		
5	S		5	W	MTCB WHCB	5	W		5	S		5	M		5	T		5	S		5	T		5	F		5	S		5	W	MTCB (Inaug) WCCB (Inaug) WHCB (Inaug)	5	F		
6	M		6	T	Waitangi Day	6	T		6	S		6	T		6	F		6	S		6	W	MTCB WHCB	6	S		6	M		6	T	OPCB (Inaug) SHCB (Inaug) STCB (Inaug)	6	S		
7	T		7	F		7	F		7	M		7	W		7	S		7	M		7	T	OPCB STCB	7	S		7	T	Council Valedictory	7	F		7	S		
8	W		8	S		8	S		8	T		8	T	Council 9 Year Plan and Water Services Delivery Plan and WMMP	8	S		8	T		8	F		8	M		8	W		8	S		8	M		
9	T		9	S		9	S		9	W	WCCB	9	F		9	M		9	W		9	S		9	T	Council Voting opens	9	T		9	S		9	T		
10	F		10	M		10	M		10	T	SHCB	10	S		10	T	ISCOM	10	T		10	S		10	W	MTCB WHCB	10	F		10	M		10	W		
11	S		11	T	Placeholder Council	11	T	Civic Affairs Cust Reg	11	F		11	S		11	W	SPEC Com Services	11	F		11	M		11	T	OPCB STCB	11	S	Election Day	11	T		11	T		
12	S		12	W	WCCB	12	W	EDC Finance	12	S		12	M		12	T		12	S		12	T	Council	12	F		12	S		12	W		12	F		
13	M		13	T	SHCB	13	T		13	S		13	T		13	F		13	S		13	W	WCCB	13	S		13	M		13	T		13	S		
14	T		14	F		14	F	Audit & Risk	14	M		14	W		14	S		14	M		14	T	SHCB	14	S		14	T		14	F		14	S		
15	W		15	S		15	S		15	T		15	T		15	S		15	T		15	F		15	M		15	W		15	S		15	M		
16	T		16	S		16	S		16	W		16	F	16	M		16	W	LGNZ Conference	16	S		16	T		16	T		16	S		16	T			
17	F		17	M		17	M		17	T		17	S	17	T	Civic Affairs Cust Reg	17	T		17	S		17	W	WCCB	17	F		17	M		17	W			
18	S		18	T	ISCOM	18	T	Council adopt consult doc	18	F	Good Friday	18	S		18	W	EDC Finance	18	F		18	M		18	T	SHCB Grants Sub	18	S		18	T		18	T		
19	S		19	W	SPEC Com Serv	19	W	ISCOM	19	S		19	M		19	T	Audit & Risk	19	S		19	T		19	F		19	S		19	W		19	F		
20	M		20	T		20	T	SPEC Com Services	20	S		20	T		20	F	Matariki	20	S		20	W		20	S		20	M		20	T		20	S		
21	T		21	F		21	F		21	M	Easter Monday	21	W	MTCB WHCB	Grants Sub	21	S		21	M		21	T		21	S		21	T		21	F		21	S	
22	W		22	S		22	S		22	T	OPCB STCB		22	S		22	T		22	T		22	F		22	M		22	W		22	S		22	M	
23	T		23	S		23	S		23	W			23	M		23	W		23	W		23	S		23	T	Council	23	T		23	S		23	T	
24	F		24	M		24	M	Anniversary Day	24	T		24	S		24	T		24	T		24	S		24	W		24	F		24	M		24	W		
25	S		25	T	Council	25	T		25	F	Anzac Day	25	S		25	W		25	F		25	M		25	T		25	S		25	T		25	T	Xmas day	
26	S		26	W		26	W	Council	26	S		26	M		26	T		26	S		26	T	Council	26	F		26	S		26	W		26	F	Boxing day	
27	M	Council	27	T		27	T		27	S		27	T		Council	27	F		27	S		27	W		27	S		27	M		27	T		27	S	Office closed
28	T		28	F		28	F		28	M		28	W		WCCB	28	S		28	M		28	T		28	S		28	T		28	F		28	S	Office closed
29	W					29	S		29	T		29	T		SHCB	29	S		29	T	Council	29	F		29	M		29	W		29	S		29	M	Office closed
30	T					30	S		30	W	Council	30	F			30	M	Council Adopt 9 Year Plan	30	W		30	S		30	T		30	T		30	S		30	T	Office closed
31	F					31	M					31	S						31	T		31	S				31	F	Inaugural Council				31	W	Office closed	

Public holidays	Council meetings	Committee meetings	Community Board meetings	School holidays	LGNZ meetings	Audit and Risk	Election/Voting	Grants
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PROPOSED EVENT ROAD CLOSURES

Department:

EXECUTIVE SUMMARY

1 The DCC has received temporary road closure applications relating to the following events:

- a) NZ Silver Fern Rally 2024
- b) Orange Parade
- c) St Andrews Day Celebration
- d) Santa Parade
- e) Love Dunedin Christmas Event
- f) New Year's Eve Octagon Celebrations 2024/2025
- g) Brighton Gala Day 2025
- h) Chinese New Year Celebrations 2025
- i) George Street Market Day

2 This report recommends that Council approves the temporary closure of the affected roads.

RECOMMENDATIONS

That the Council:

- a) **Resolves** to close the roads detailed below (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)):

i) NZ Silver Fern Rally 2024

Thursday, 28 November 2024	2.40pm to 7.40pm	<p><i>Stage 48: Dicksons Road</i></p> <ul style="list-style-type: none"> Dicksons Road, Otokia – from Taieri Mouth Road to Otokia-Kuri Bush Road East Otokia-Kuri Bush Road East – from Dicksons Road to Christies Gully Road Christies Gully Road – from Otokia-Kuri Bush Road East to Henley Road Henley Road – from Christies Gully Road to Otokia-Kuri Bush Road West Otokia-Kuri Bush Road West – from Henley Road to Big Stone Road
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		<ul style="list-style-type: none"> • Big Stone Road – from Otokia-Kuri Bush Road West to McLaren Gully Road • McLaren Gully Road – from Big Stone Road to Allanton-Waiholā Road (SH1)
	3.35pm to 8.35pm	<i>Stage 49: Silverstream Valley Road/ Flagstaff-Whare Flat Road</i> <ul style="list-style-type: none"> • Silverstream Valley Road – from #200 Silverstream Valley Road to Flagstaff Whare Flat Road • Flagstaff-Whare Flat Road – from Silverstream Valley Road to #70 Flagstaff Whare Flat Road Dicksons Road, Otokia – from Taieri Mouth Road to Otokia-Kuri Bush Road East
Friday, 29 November 2024	7.45am to 12.45pm	<i>Stage 50: Ramrock Road</i> <ul style="list-style-type: none"> • Ramrock Road, Waikouaiti - from the Dunedin City Council Boundary to Mount Watkin Road, Waikouaiti
	9.00am to 2.00pm	<i>Stage 51: Hartfield Road</i> <ul style="list-style-type: none"> • Hartfield Road, Hyde - from Moonlight Road, Middlemarch to Hyde-Macraes Road, Hyde
	10.00am to 3.00pm	<i>Stage 52: Paerau / Old Dunstan Road</i> <ul style="list-style-type: none"> • Old Dunstan Road, Deep Stream - from the Dunedin City Council Boundary to Rocklands Road, Deep Stream • Rocklands Road, Deep Stream - from Old Dunstan Road to Sutton-Clarks Junction Road, Sutton (SH87)

ii) Orange Parade

Friday, 29 November 2024	9.15am to 10.15am	<ul style="list-style-type: none"> Great King Street, between Frederick Street and Albany Street. Frederick Street, between Great King Street and George Street George Street, between Frederick Street and The Octagon
	9.15am to 10.45am	<ul style="list-style-type: none"> The Octagon Central Carriageway
	10.00am to 2.15pm	<ul style="list-style-type: none"> Left-hand downhill lane of Upper Stuart Street, between Littlebourne Road and Queens Drive

iii) St Andrews Day Celebration

Saturday, 30 November 2024	8.00am to 4.00pm	<ul style="list-style-type: none"> The Octagon Central Carriageway, from Princes Street to George Street
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iv) Santa Parade

Sunday, 1 December 2025	8.00am to 5.00pm	<ul style="list-style-type: none"> George Street, between Regent Street and Duke Street Warrender Street, between Queen Street and George Street Titan Street (entire)
	2.00pm to 5.00pm	<ul style="list-style-type: none"> George Street, between the Octagon and Duke Street Park Street, between Queen Street and George Street The Octagon Central Carriageway Harrop Street Bath Street Princes Street, between the Octagon and Moray Place Moray Place, between Princes Street and Lower Stuart Street Burlington Street Upper Stuart Street, between the Octagon and Moray Place Lower Stuart Street, between the Octagon and Moray Place
	From 3.00pm (Parade start time)	<ul style="list-style-type: none"> Every side street along George Street

v) Love Dunedin Christmas Event

Saturday, 7 December 2024	3.00pm to 8.00pm	<ul style="list-style-type: none"> The Lower Octagon and Lower Stuart Street
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vi) New Year's Eve Octagon Celebrations 2024/2025

Tuesday, 31 December 2024	9.00am to 7.00am on Wednesday, 1 January 2025	<ul style="list-style-type: none"> The Lower Octagon Lower Stuart Street <p>Access to Bath Street will remain available</p>
Tuesday, 31 December 2024	2.00pm to 2.00am on Wednesday, 1 January 2025	<ul style="list-style-type: none"> The entire Octagon Upper and lower Stuart Street Princes Street, from the Octagon to Moray Place George Street, from the Octagon to Moray Place Harrop Street Bath Street

vii) Brighton Gala Day 2025

Sunday, 19 January 2025	7.00am to 6.30pm	<ul style="list-style-type: none"> Brighton Road, between Bath Street and Taylor Street <p>Detours via Bath Street, Cole Street and Taylor Street</p>
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viii) Chinese New Year Celebrations 2025

Friday, 31 January 2025	5.00pm to 11.30pm on Saturday, 1 February 2025	<ul style="list-style-type: none"> Carpark at end of Queens Gardens cul-de-sac
Saturday, 1 February 2025	5.00pm to 11.30pm	<ul style="list-style-type: none"> Queens Gardens cul-de-sac, from Cumberland Street to the carpark
	6.00pm to 7.15pm	<ul style="list-style-type: none"> Princes Street, from The Octagon to Moray Place
	7.15pm to 7.30pm	<ul style="list-style-type: none"> Princes Street and Rattray Street, from Moray Place to Cumberland Street for the Dragon Parade
	9.30pm to 10.30pm	<ul style="list-style-type: none"> Thomas Burns Street, from Fryatt Street to Mason Street Wharf Street northbound, from the Cumberland Street overbridge to Fryatt Street
Sunday, 2 February 2025	10.00am to 1.00pm	<ul style="list-style-type: none"> George Street, from Hanover Street to St Andrew Street

ix) George Street Market Day

Saturday, 8 February 2025	5.00am to 6.00pm	<ul style="list-style-type: none"> George Street, between Moray Place to Frederick Street St Andrew Street, between Filleul Street and Great King Street Hanover Street, between Filleul Street and Great King Street
	4.00am to 7.00pm	<p><i>Vehicle Tow Notice</i></p> <ul style="list-style-type: none"> The streets listed above will be subject to a full road closure for the event. All vehicles parked in the closed area from 4.00am will be towed.

BACKGROUND

- 3 Council's Dunedin Festival and Events Plan supports the goal of a successful city with a diverse, innovative, and productive economy and a hub for skill and talent.
- 4 The areas proposed to be used for these events are legal roads and can therefore be temporarily closed to normal traffic if statutory temporary road closure procedures are followed. The procedures are set out in Section 319 of the LGA 1974 and give Council the power to stop or close any road (or part of a road) within the parameters of Section 342 and Schedule 10 of the LGA 1974 (Schedule 10 is included as Attachment A).
- 5 These procedures include:
 - Consultation with the New Zealand Transport Authority Waka Kotahi and the Police.
 - Public notice being given of the proposal to close any road (or part of a road), and public notice of a decision to close the road.
 - Council being satisfied that traffic is not likely to be unreasonably impeded.
- 6 A resolution of Council is required where a proposal to temporarily close a road relates to public functions.
- 7 Council is required to give public notice of its decision. This notice will be published after this meeting and prior to the event, if approved.

DISCUSSION

Consultation and Notification

- 8 The Police and the New Zealand Transport Authority Waka Kotahi have no objections to the proposed road closures.
- 9 On Saturday, 21 September 2024, the proposed temporary road closures were advertised in the Otago Daily Times (Attachment B) with a deadline for feedback.
- 10 The event organisers contacted those considered affected prior to submitting their application, and no objections were received.
- 11 Schedule 10 clause 11(e) states a road cannot be closed more than 31 days in the aggregate in any one year. This limit will not be exceeded by the approval of the proposed temporary road closures.

Traffic Impacts

- 12 The event locations of these events have had identical road closures for the same, or similar event(s) in prior years without causing unreasonable delays to the travelling public.
- 13 Emergency services and public transport services will be managed through the temporary traffic management process.

- 14 The Temporary Traffic Management Plan process ensures that other issues such as temporary relocation of certain parking (e.g. taxi, mobility and Authorised Vehicles Only) are managed.

OPTIONS

- 15 Note any amendment to this report's recommendations cannot be implemented without further consultation with the affected parties, New Zealand Transport Agency Waka Kotahi, the Police, and verifying that traffic impacts are acceptable.

Option One – Recommended Option

- 16 That the Council closes the sections of road as recommended in this report.

Advantages

- Roads can be closed, and the event will be able to proceed.
- The closures will assist in realising the economic, social, and cultural benefits associated with the events.

Disadvantages

- There will be temporary loss of vehicular access through the closed areas. However, there are detours available, and safety can be assured using temporary traffic management.

Option Two – Status Quo

- 17 That the Council decides not to close the roads in question.

Advantages

- There would be no detour required for the travelling public, and the roads would be able to be used as normal.

Disadvantages

- The events would not be able to go ahead, and the benefits of the events would be lost.

NEXT STEPS

- 18 Should the resolution be made to temporarily close the roads, Council staff will accept the temporary traffic management plans that have been received for the events and notify the public of the closures.

Signatories

Authoriser:	Jeanine Benson - Group Manager Transport Scott MacLean - General Manager, Climate and City Growth
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Attachments

	Title	Page
A	Local Government Act 1974, Schedule 10	168
B	ODT Advert - 21 September 2024	173

SUMMARY OF CONSIDERATIONS
Fit with purpose of Local Government

This decision promotes the social well-being of communities in the present and for the future.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Arts and Culture Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Spatial Plan	<input type="checkbox"/>	<input type="checkbox"/>	✓
Integrated Transport Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Parks and Recreation Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Other strategic projects/policies/plans	✓	<input type="checkbox"/>	<input type="checkbox"/>

Events contribute to the Strategic Framework. Events contribute to the Economic Development Strategy, the Social Wellbeing Strategy. There is a Festival and Events Plan 2018-2023.

Māori Impact Statement

Mana whenua have not been directly engaged with in relation to these road closures.

Sustainability

There are no implications for sustainability.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

There are no implications, as the decision is a regulatory one and there are no direct costs to Council.

Financial considerations

There are no financial implications. The cost of the proposed road closure is not a cost to Council.

Significance

This decision is considered low in terms of the Council's Significance and Engagement Policy.

Engagement – external

There has been external engagement (as required by the LGA 1974), with the Police and New Zealand Transport Agency Waka Kotahi. Affected parties were notified and provided a time period for feedback.

Engagement - internal

There has been engagement with DCC Events and Transport. There is support for the events to proceed.

Risks: Legal / Health and Safety etc.

There are no identified risks should the recommended resolution be made.

Conflict of Interest

There are no known conflicts of interest.

Community Boards

There are no implications for Community Boards.

Schedule 10

Local Government Act 1974

Version as at
1 July 2022

Schedule 10
Conditions as to stopping of roads and the temporary prohibition of
traffic on roads

ss 319(h), 342

Schedule 10: inserted, on 1 April 1979, by section 3(1) of the Local Government Amendment Act 1978 (1978 No 43).

Stopping of roads

- 1 The council shall prepare a plan of the road proposed to be stopped, together with an explanation as to why the road is to be stopped and the purpose or purposes to which the stopped road will be put, and a survey made and a plan prepared of any new road proposed to be made in lieu thereof, showing the lands through which it is proposed to pass, and the owners and occupiers of those lands so far as known, and shall lodge the plan in the office of the Chief Surveyor of the land district in which the road is situated. The plan shall separately show any area of esplanade reserve which will become vested in the council under section 345(3).

Schedule 10 clause 1: amended, on 1 October 1991, by section 362 of the Resource Management Act 1991 (1991 No 69).

- 2 On receipt of the Chief Surveyor's notice of approval and plan number the council shall open the plan for public inspection at the office of the council, and the council shall at least twice, at intervals of not less than 7 days, give public notice of the proposals and of the place where the plan may be inspected, and shall in the notice call upon persons objecting to the proposals to lodge their objections in writing at the office of the council on or before a date to be specified in the notice, being not earlier than 40 days after the date of the first publication thereof. The council shall also forthwith after that first publication serve a notice in the same form on the occupiers of all land adjoining the road proposed to be stopped or any new road proposed to be made in lieu thereof, and, in the case of any such land of which the occupier is not also the owner, on the owner of the land also, so far as they can be ascertained.
- 3 A notice of the proposed stoppage shall, during the period between the first publication of the notice and the expiration of the last day for lodging objections as aforesaid, be kept fixed in a conspicuous place at each end of the road proposed to be stopped:

provided that the council shall not be deemed to have failed to comply with the provisions of this clause in any case where any such notice is removed without the authority of the council, but in any such case the council shall, as soon as conveniently may be after being informed of the unauthorised removal of the notice, cause a new notice complying with the provisions of this clause to be affixed in place of the notice so removed and to be kept so affixed for the period aforesaid.

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Version as at 1 July 2022	Local Government Act 1974	Schedule 10
4	If no objections are received within the time limited as aforesaid, the council may by public notice declare that the road is stopped; and the road shall, subject to the council's compliance with clause 9, thereafter cease to be a road.	
5	If objections are received as aforesaid, the council shall, after the expiration of the period within which an objection must be lodged, unless it decides to allow the objections, send the objections together with the plans aforesaid, and a full description of the proposed alterations to the Environment Court. Schedule 10 clause 5: amended, on 2 September 1996, pursuant to section 6(2)(a) of the Resource Management Amendment Act 1996 (1996 No 160).	
6	The Environment Court shall consider the district plan, the plan of the road proposed to be stopped, the council's explanation under clause 1, and any objection made thereto by any person, and confirm, modify, or reverse the decision of the council which shall be final and conclusive on all questions. Schedule 10 clause 6: replaced, on 1 October 1991, by section 362 of the Resource Management Act 1991 (1991 No 69). Schedule 10 clause 6: amended, on 2 September 1996, pursuant to section 6(2)(a) of the Resource Management Amendment Act 1996 (1996 No 160).	
7	If the Environment Court reverses the decision of the council, no proceedings shall be entertained by the Environment Court for stopping the road for 2 years thereafter. Schedule 10 clause 7: amended, on 2 September 1996, pursuant to section 6(2)(a) of the Resource Management Amendment Act 1996 (1996 No 160).	
8	If the Environment Court confirms the decision of the council, the council may declare by public notice that the road is stopped; and the road shall, subject to the council's compliance with clause 9, thereafter cease to be a road. Schedule 10 clause 8: amended, on 2 September 1996, pursuant to section 6(2)(a) of the Resource Management Amendment Act 1996 (1996 No 160).	
9	Two copies of that notice and of the plans hereinbefore referred to shall be transmitted by the council for record in the office of the Chief Surveyor of the land district in which the road is situated, and no notice of the stoppage of the road shall take effect until that record is made.	
10	The Chief Surveyor shall allocate a new description of the land comprising the stopped road, and shall forward to the Registrar-General of Land or the Registrar of Deeds, as the case may require, a copy of that description and a copy of the notice and the plans transmitted to him by the council, and the Registrar shall amend his records accordingly. Schedule 10 clause 10: amended, on 12 November 2018, by section 250 of the Land Transfer Act 2017 (2017 No 30).	

Schedule 10

Local Government Act 1974

Version as at
1 July 2022

Temporary prohibition of traffic

- 11 The council may, subject to such conditions as it thinks fit (including the imposition of a reasonable bond), and after consultation with the Police and the New Zealand Transport Agency, close any road or part of a road to all traffic or any specified type of traffic (including pedestrian traffic)—
- (a) while the road, or any drain, water race, pipe, or apparatus under, upon, or over the road is being constructed or repaired; or
 - (b) where, in order to resolve problems associated with traffic operations on a road network, experimental diversions of traffic are required; or
 - (c) during a period when public disorder exists or is anticipated; or
 - (d) when for any reason it is considered desirable that traffic should be temporarily diverted to other roads; or
 - (e) for a period or periods not exceeding in the aggregate 31 days in any year for any exhibition, fair, show, market, concert, film-making, race or other sporting event, or public function:

provided that no road may be closed for any purpose specified in paragraph (e) if that closure would, in the opinion of the council, be likely to impede traffic unreasonably.

Schedule 10 clause 11: replaced, on 14 August 1986, by section 14(1) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).

Schedule 10 clause 11: amended, on 26 March 2015, by section 5 of the Local Government Act 1974 Amendment Act 2015 (2015 No 20).

- 11A The council shall give public notice of its intention to consider closing any road or part of a road under clause 11(e); and shall give public notice of any decision to close any road or part of a road under that provision.

Schedule 10 clause 11A: inserted, on 14 August 1986, by section 14(1) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).

- 11B Where any road or part of a road is closed under clause 11(e), the council or, with the consent of the council, the promoter of any activity for the purpose of which the road has been closed may impose charges for the entry of persons and vehicles to the area of closed road, any structure erected on the road, or any structure or area under the control of the council or the promoter on adjoining land.

Schedule 10 clause 11B: inserted, on 14 August 1986, by section 14(1) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).

- 11C Where any road or part of a road is closed under clause 11(e), the road or part of a road shall be deemed for the purposes of—

- (a) *[Repealed]*
- (b) the Traffic Regulations 1976:

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Schedule 10

- (c) the Transport (Drivers Licensing) Regulations 1985:
 - (d) *[Repealed]*
 - (e) the Transport (Vehicle Registration and Licensing) Notice 1986:
 - (ea) the Land Transport Act 1998:
 - (f) any enactment made in substitution for any enactment referred to in paragraphs (a) to (ea)—
not to be a road; but nothing in this clause shall affect the status of the road or part of a road as a public place for the purposes of this or any other enactment.
Schedule 10 clause 11C: inserted, on 14 August 1986, by section 14(1) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).
Schedule 10 clause 11C(a): repealed, on 10 May 2011, by section 100(3) of the Land Transport (Road Safety and Other Matters) Amendment Act 2011 (2011 No 13).
Schedule 10 clause 11C(d): repealed, on 1 May 2011, by section 35(4) of the Land Transport Amendment Act 2009 (2009 No 17).
Schedule 10 clause 11C(ea): inserted, on 1 March 1999, by section 215(1) of the Land Transport Act 1998 (1998 No 110).
Schedule 10 clause 11C(f): amended, on 1 March 1999, by section 215(1) of the Land Transport Act 1998 (1998 No 110).
- 12 The powers conferred on the council by clause 11 (except paragraph (e)) may be exercised by the chairman on behalf of the council or by any officer of the council authorised by the council in that behalf.
- 13 Where it appears to the council that owing to climatic conditions the continued use of any road in a rural area, other than a State highway or government road, not being a road generally used by motor vehicles for business or commercial purposes or for the purpose of any public work, may cause damage to the road, the council may by resolution prohibit, either conditionally or absolutely, the use of that road by motor vehicles or by any specified class of motor vehicle for such period as the council considers necessary.
- 14 Where a road is closed under clause 13, an appropriate notice shall be posted at every entry to the road affected, and shall also be published in a newspaper circulating in the district.
- 15 A copy of every resolution made under clause 13 shall, within 1 week after the making thereof, be sent to the Minister of Transport, who may at any time, by notice to the council, disallow the resolution, in whole or in part, and thereupon the resolution, to the extent that it has been disallowed, shall be deemed to have been revoked.
- 16 No person shall—
- (a) use a vehicle, or permit a vehicle to be used, on any road which is for the time being closed for such vehicles pursuant to clause 11; or

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Schedule 11

Local Government Act 1974

Version as at
1 July 2022

- (aa) without the consent of the council or the promoter of any activity permitted by the council, enter or attempt to enter, or be present, on any road or part of a road that is for the time being closed to pedestrian traffic pursuant to clause 11; or
- (b) use a motor vehicle, or permit a motor vehicle to be used, on any road where its use has for the time being been prohibited by a resolution under clause 13.

Schedule 10 clause 16(aa): inserted, on 14 August 1986, by section 14(2) of the Local Government Amendment Act (No 3) 1986 (1986 No 50).

Schedule 11
Width of roads, access ways, and service lanes
[Expired]

s 325(1)

Schedule 11: expired, on 1 January 1993, by section 325(3).

ODT Advert – 21 September 2024

EVENT ROAD CLOSURES

The following closures will be considered at a meeting of the Dunedin City Council on Wednesday, 30 October at 10am. Please provide any feedback on the proposal by emailing tmap@dcc.govt.nz before 5pm on Saturday, 28 September.

NZ Silver Fern Rally 2024

The Council is considering closing the streets detailed below for this event:

Thursday, 28 November:

Stage 48: Dicksons Road between Taieri Mouth and Otokia-Kuri Bush Road East, Otokia-Kuri Bush Road East between Dicksons and Christies Gully Roads, Christies Gully Road between Otokia-Kuri Bush Road East and Henley Road, Henley Road between Christies Gully Road and Otokia-Kuri Bush Road West, Otokia-Kuri Bush Road West between Henley and Big Stone Roads, Big Stone Road between Otokia-Kuri Bush Road West and McLaren Gully Road, McLaren Gully Road between Big Stone and Allanton-Waiholo Roads (SH1) will be closed from 2.40pm to 7.40pm.

Friday, 29 November:

Stage 49: Silverstream Valley Road between 200 Silverstream Valley and Flagstaff Whare Flat Roads, Flagstaff Whare Flat Road between Silverstream Valley and 70 Flagstaff Whare Flat Roads, will be closed from 3.35pm to 8.35pm.

Stage 50: Ramrock Road, between the Dunedin City Council Boundary and Mount Watkin Road will be closed from 7.45am to 12.45pm.

Stage 51: Hartfield Road between Moonlight Road, Middlemarch to Hyde-Macraes Road will be closed from 9am to 2pm.

Stage 52: Paerau/Old Dunstan Road between the Dunedin City Council Boundary and Rocklands Road, Rocklands Road between Old Dunstan to Sutton-Clarks Junction Road (SH87) will be closed from 10am to 3pm.

Orange Parade

The Council is considering closing Great King Street, between Frederick and Albany Streets, Frederick Street, between Great King and George Streets, George Street, between Frederick Street and the Octagon from 9.15am to 10.15am on Friday, 29 November for the above event. The Octagon Central Carriageway will be closed from 9.15am to 10.45am. The left-hand downhill lane of Upper Stuart Street, between Littlebourne Road and Queens Drive, will be closed from 10am to 2.15 pm.

St Andrews Day Celebration

The Octagon Central Carriageway, from Princes to George Streets will be closed for the above event from 8am to 4pm, Saturday, 30 November.

Love Dunedin Christmas Event

Lower Octagon and lower Stuart Street will be closed on Saturday, 7 December from 3pm to 8pm for the above event.

Santa Parade

The Council is considering closing the streets detailed below for this event:

Sunday 1 December 2024, 8am to 5pm:

George Street, between Regent Street and Duke Street, Warrender Street, between Queen Street and George Street and the entire length of Titan Street.

The following roads will be closed from 2pm to 5pm.

George Street, between the Octagon and Duke Street, Park Street, between Queen Street and George Street, The Octagon Central Carriageway, Harrop Street, Bath Street, Princes Street, between the Octagon and Moray Place, Moray Place, between Princes Street and Lower Stuart Street, Burlington Street, Upper Stuart Street, between the Octagon and Moray Place and Lower Stuart Street, between the Octagon and Moray Place. Every side street along George Street will close when the parade starts from 3pm.

New Year's Eve Octagon Celebrations 2024/2025

The lower Octagon and lower Stuart Street will be closed from 9am, Tuesday, 31 December to 7am, 1 January. Access to Bath Street will remain available. The entire Octagon, Princes, George, Upper, and Lower Stuart streets from the Octagon to Moray Place, Harrop, and Bath Streets, will be closed from 2pm, Tuesday, 31 December until 2am, Wednesday, 1 January.

Brighton Gala Day 2025

Brighton Road, between Bath and Taylor Streets, will be closed on Sunday, 19 January, from 7am to 6.30pm for the above event. Detours via Bath, Cole, and Taylor Streets.

Chinese New Year Celebrations 2025

The carpark at the end of Queens Gardens cul-de-sac will be closed from 5pm, Friday, 31 January until 11.30pm, Saturday, 1 February. The Queens Gardens cul-de-sac, from Cumberland Street to the carpark will be closed from 5pm to 11.30pm. Princes Street, from the Octagon to Moray Place will be closed from 6pm to 7.15pm. Princes and Rattray Streets, from Moray Place to Cumberland Street will close for the Dragon Parade from 7.15pm to 7.30pm. Thomas Burns Street, from Fryatt to Mason Streets, and Wharf Street northbound, from the Cumberland Street overbridge to Fryatt Street will close from 9.30pm to 10.30pm Saturday, 1 February and George Street, from Hanover to St Andrew Streets will be closed from 10am to 1pm on Sunday, 2 February.

George Street Market Day

George Street, between Moray Place to Frederick Street, St Andrew Street, between Filleul and Great King Streets and Hanover Street, between Filleul and Great King Streets will be closed for the above event from 5am to 6pm on Saturday, 8 February. Parking restrictions will be in place. Please be advised that the streets listed above will be subject to a full road closure for the event. All vehicles parked in the closed area from 4am to 7pm will be towed.

RESOLUTION TO EXCLUDE THE PUBLIC

That the Council excludes the public from the following part of the proceedings of this meeting (pursuant to the provisions of the Local Government Official Information and Meetings Act 1987) namely:

General subject of the matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution	Reason for Confidentiality
C1 Confirmation of the Confidential Minutes of Ordinary Council meeting - 24 September 2024 - Public Excluded	<p>S7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.</p> <p>S7(2)(g) The withholding of the information is necessary to maintain legal professional privilege.</p> <p>S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p> <p>S7(2)(i) The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	.	

	<p>S7(2)(j) The withholding of the information is necessary to prevent the disclosure or use of official information for improper gain or improper advantage.</p> <p>S6(a) The making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences and the right to a fair trial.</p>		
C2 Confidential Council Actions from Resolutions at Council Meetings	<p>S7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.</p> <p>S7(2)(g) The withholding of the information is necessary to maintain legal professional privilege.</p> <p>S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p> <p>S7(2)(i) The withholding of the information is necessary to enable the local authority to</p>	<p>S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>	

	carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).		
C3 Confidential Council Forward Work Programme - October 2024	S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	
C4 Confidential 9 Year Plan Forward Work Programme - October 2024	S7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	
C5 Ōtepoti Live Music Action Plan - Music Advisory Panel	S7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	
C6 Waste Futures – Commercial Matters	S7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege. S7(2)(h) - The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities. S7(2)(i) - The withholding of the	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	

	information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).		
C7 Director Appointments and Remuneration – Dunedin City Holdings Limited Group Companies	S7(2)(a) - The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	S48(1)(a) The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	

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