

Notice of Meeting:

I hereby give notice that an ordinary meeting of the Strath Taieri Community Board will be held on:

Date: Wednesday 3 June 2026
Time: 1:00 p.m.
Venue: Strath Taieri Community Centre, Middlemarch

Sandy Graham
Chief Executive Officer

Strath Taieri Community Board
PUBLIC AGENDA

MEMBERSHIP

Chairperson
Deputy Chairperson

Terina Geddes
Ken Bain

Members

Donna Hall
Bruce Thomas
Cr Brent Weatherall

Quentin MacLeod
Robin Thomas

Senior Officer

Dr Anna Johnson, City Development Manager

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 PUBLIC FORUM

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

2 APOLOGIES

At the close of the agenda no apologies had been received.

3 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.

RECOMMENDATIONS

That the Board:

- 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.

Attachments

	Title	Page
↓A	STCB Interest Register	6

Strath Taieri Community Board Register of Interest - as at 4 February 2026				
Name	Responsibility	Declaration of Interests	Nature of Potential Interest	Proposed Management Plan
Terina Geddes	Director	H & T Geddes Farming Ltd	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Chairperson	Middlemarch Community Library	No conflict identified	
	Member	Middlemarch Swimming Club	No conflict identified	
	Committee Member	Discover Middlemarch	Potential grants recipient	
Ken Bain	Owner	Residential Property	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Owner	Farm Business	No conflict identified	
	Committee Member	Hindon Hall Committee	No conflict identified	
	Committee Member	Hindon Water Scheme	No conflict identified	
Donna Hall	Trustee/Beneficiary	A C D Trust	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Director/Shareholder	Strath Taieri Hotel Limited	No conflict identified	
	Director/Shareholder	The Change Catalyst Limited	No conflict identified	
	Employee	PKF Dunedin Limited	No conflict identified	
	Contractor	Givenwell Limited	No conflict identified	
	Contractor	Mulford Holdings Limited	No conflict identified	
	Treasurer	Southern Country Music Awards	Potential grants recipient	
	Family	Family Member is Councillor Doug Hall	No conflict identified	
Quentin (Soddy) MacLeod	Employee	Oceana Gold	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.

Name	Responsibility	Declaration of Interests	Nature of Potential Interest	Proposed Management Plan
	Committee Member	Hyde Hall Committee	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	President	Hyde Rifle Club	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Committee Member	Skills & Arms Pistol Club	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Bruce Thomas	To be confirmed	To be confirmed	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Robin Thomas	Consultant	Contract consultant QEII Trust	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Owner	Landowner, Residential, Middlemarch	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Owner	Landowner, Residential, Dunedin	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Member	Foundation Group Strath Taieri Heritage Park	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Trustee	Strath Taieri Connect Charitable Trust	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Member	Strath Taieri Lions Club	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
	Member	Strath Taieri Historical Society	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Cr Brent Weatherall	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	Dunedin Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Public Art Society (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	Toitū Otago Settlers Museum Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Strath Taieri Community Board MINUTES

Minutes of an ordinary meeting of the Strath Taieri Community Board held in the Strath Taieri Community Centre, Middlemarch on Wednesday 15 April 2026, commencing at 1:00 p.m.

PRESENT

Chairperson	Terina Geddes	
Deputy Chairperson	Ken Bain	
Members	Donna Hall	Quentin MacLeod
	Bruce Thomas	Robin Thomas
	Cr Brent Weatherall	

IN ATTENDANCE Anna Johnson (Group Manager City Development).

Governance Support Officer Lynne Adamson

1 PUBLIC FORUM

Dianna Bradshaw, Secretary, Middlemarch Museum spoke to the funding application from the Strath Taieri Historical Society for painting railway carriages and responded to questions.

2 APOLOGIES

There were no apologies.

3 CONFIRMATION OF AGENDA

Moved (Terina Geddes/Robin Thomas):

That the Board:

Confirms the agenda without addition or alteration.

Motion carried (STCB/2026/014)

4 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 (Terina Geddes/Quentin MacLeod):

That the Board:

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

Motion carried (STCB/2026/015)

5 CONFIRMATION OF MINUTES

5.1 STRATH TAIERI COMMUNITY BOARD MEETING - 3 MARCH 2026

Moved (Terina Geddes/Cr Brent Weatherall):

That the Board:

- a) **Confirms** the public part of the minutes of the Strath Taieri Community Board meeting held on 03 March 2026 as a correct record.

Motion carried (STCB/2026/016)

REPORTS

6 OTAGO REGIONAL COUNCIL UPDATE

Simon Whitton (Principal Advisor - Rivers); Tom Dyer (General Manager, Science & Resilience); Nate Anderson (Team Leader, Assets & Delivery) and Garry La Hood (Senior River Engineer) and Jeanine Benson (Group Manager, Transport) provided a PowerPoint presentation of an update of the River Management Team's works programme and responded to questions.

Moved (Terina Geddes/Quentin MacLeod):

That the Board:

- a) **Notes** the Otago Regional Council Update.

Motion carried (STCB/2026/017)

Moved (Terina Geddes/Quentin MacLeod)

That the Board:

Adjourns the meeting for 5 minutes.

Motion carried

The meeting adjourned at 2.03 pm and reconvened at 2.08 pm.
Bruce Thomas left the meeting at 2.08 pm.

PART A REPORTS

7 FUNDING APPLICATION

Robin Thomas withdrew from this item.

There was one funding application for consideration by the Board.

The Strath Taieri Historical Society requested \$3,734.00 towards the painting of railway carriages housed at the Middlemarch Museum.

Moved (Terina Geddes/Ken Bain):

That the Board:

- a) **Declines** the funding application from the Strath Taieri Historical Society and invites them to resubmit their application accompanied by two quotations.

Motion carried (STCB/2026/018)

Bruce Thomas returned to the meeting at 2.12 pm.

8 BOARD UPDATES

The Board will provided updates on the following items of interest:

Hyde Speed issues – Soddy McLeod spoke on how to address speed issues through Hyde and measures to have the speed limit lowered.

The Group Manager Transport (Jeanine Benson) provided suggestions which included organising a petition and commented that she would provide contact information which may help.

It was agreed that it would be beneficial to organise a petition to include speed reductions for both Middlemarch and Hyde, Mr McLeod and Ms Hall would lead the project.

Social media – Robin Thomas spoke of the need to optimise social media posts and commented on the engagement received when events are publicised, noting the agenda received 200 views and the A & P Show 700. He commented on the benefits of promoting events to the attention of the community.

Hyde Hall – Mr MacLeod queried the painting schedule of the Hyde Hall noting that scaffolding had been present for some time with no traction on painting.

Moved (Quentin MacLeod/Donna Hall):

That the Board:

- a) **Notes** the Board updates.
- b) **Organise** a petition to propose speed limit changes in Hyde and Middlemarch.
Motion carried (STCB/2026/019)

9 COMMUNITY PLAN

The Community Board Plan was attached for discussion at each meeting for the purpose of review and updating as required by the Board.

The Board agreed that they would meet to go through the strategic priorities to bring back to the 3 June 2026 meeting.

Moved (Terina Geddes/Donna Hall):

That the Board:

- a) **Notes** the Strath Taieri Community Board Community Plan.
- b) **Arrange** a workshop to go through the Strath Taieri Community Board Community Plan priorities for presentation at the 3 June 2026 meeting.
Motion carried (STCB/2026/020)

10 GOVERNANCE SUPPORT OFFICER'S REPORT

This report provided the Board of activities relevant to the Board area which included:

- Dunedin City Council – Annual Plan 2026/27 – Public Consultation
- Proposed Water Supply Bylaw 2026 – Public Consultation
- Discover Dunedin Pass
- Community Board Executive Committee (CBEC) Zone 6 Representative

Moved (Terina Geddes/ Robin Thomas):

That the Board:

- a) **Notes** the Governance Support Officer's Report.

Motion carried (STCB/2026/021)

11 CHAIRPERSON'S REPORT

The Chairperson provided a verbal update on matters of interest since the last meeting which included:

- The ANZAC Day Parade - the Middlemarch service would commence at 11.00 am and the Hyde service at 12.00 noon with information provided on social media.
- Middlemarch Dumpsite – the Dunedin City Council would maintain the dumpsite.
- Middlemarch Railway Station – the floor was scheduled to be repaired.
- Middlemarch Playground – the DCC had confirmed that there was \$290k funding in the 10 year plan for the upgrade of the Middlemarch Playground which would include a pump track. They wanted community driven ideas for the upgrade. Board members requested that surplus playground pieces went to Hyde or Hindon playgrounds and that staff attend a Board meeting to discuss the upgrade.
- Speed Signs – There was very positive feedback on the flashing speed signage which had been installed at Middlemarch and Lee Stream schools. It was noted that the reduction in speed going past schools may have a flow on effect for the entry and exit points of the township. The Board requested a letter be sent to Waka Kotahi about roadside broom control from Deep Stream on SH87. Mr McLeod requested that the roadside broom in Hyde also be sprayed.
- Powernet and town power outage – There had been a phone call from a concerned tourism operator that there were no public toilets available during a power outage. The community resilience group had provided a generator and a person to operate it during the outage. The Chair sought approval that, should this happen in the future, the Board cover the fuel bill for the generator.

Moved (Terina Geddes/Quentin MacLeod):

That the Board:

- a) **Approves** reimbursement from the project fund of fuel costs for generator costs during power outages to the community resilience group.

Motion carried (STCB/2026/022)

Moved (Terina Geddes/Robin Thomas):

That the Board:

- a) **Notes** the Chairperson's report.

Motion carried (STCB/2026/023)

12 COUNCILLOR UPDATE

Cr Brent Weatherall provided an update on items of interest which included:

- Dunedin City Council Annual Plan 2026/27 noting that submissions closed on 29 April 2026.
- Legal High Retail Policy
- Bylaws due for review
- An update on the 2 April 2026 Council meeting.
- By-election

Moved (Terina Geddes/Bruce Thomas):

That the Board:

- a) **Notes** the Council Activities Update

Motion carried (STCB/2026/024)

13 ITEMS FOR CONSIDERATION BY THE CHAIR

There were no items notified.

The meeting concluded at 3.10 pm.

.....
CHAIRPERSON

REPORTS

OTAGO REGIONAL COUNCIL UPDATE

Garry LaHood (Senior River Engineer) Otago Regional Council will be in attendance to provide an update on behalf of the Council.

Attachments

There are no attachments for this report.

PARKS UPDATE

Parks and Recreational staff will be in attendance to provide an update on the planned upgrade of the Middlemarch Playground.

Attachments

There are no attachments for this report.

Meeting Date	Recipient	Purpose	Amount
7 August 2025	Catering for Task Green	Morning, afternoon tea Catering costs for the financial year 2025/2026	\$800.00
7 August 2025	Public Workshop on flood mitigation	Workshop costs including light refreshments	\$237.77
7 August 2025	Taieri Bloke Shed	Repair of 2 bench seats at the Memorial Gardens	\$400.00
15 Sept 2025	STARTT	Restoration of outside of Matarae Siding Building	\$750.00
3 March 2026	Cavalcade Host Town Committee	Printing, Advertising, Insurance, Portaloo hire	\$4,700.00
3 March 2026	Strath Taieri A & P Show	Medical Cover	\$500.00
3 March 2026	ANZAC Day costs	Catering	\$250.00
Total			\$7,351.85
Total remaining in the fund			\$2,648.15

Report Back

- 4 The Strath Taieri A & P Show have provided a report back on the funding they received at the March meeting for medical support at the show (Attachment A).

Funding Application Form

- 5 A discussion was held at the last meeting on the Funding Application Form. A new, more streamlined funding application form and report back form is attached for your thoughts and consideration (Attachments B & C).

Strath Taieri Community Board submission to the Dunedin City Council Annual Plan 2026-27

- 6 The Strath Taieri Community Board submission is attached (Attachment D) for ratification.

What DCC is Currently Consulting On

- 7 For the most up to date information on what DCC is consulting on, please visit <https://www.dunedin.govt.nz/council/currently-consulting-on>

Roadworks Schedule

- 8 Information on current notified road closures and the roadworks schedule (a weekly list of programmed works) for Council's maintained roads is available on the DCC website via these links <https://www.dunedin.govt.nz/news-and-events/public-notice/roadworks-schedule> and <https://www.dunedin.govt.nz/news-and-events/public-notice/notified-road-closures>.

Dunedin City Council Updates

- 9 Board or members of the public wishing to advise Council of any operational issues or concerns, e.g., potholes, vegetation, burst pipes are reminded to contact the Dunedin City Council Customer Services Agency on 03 477 4000 or email dcc@dcc.govt.nz. For any non-urgent matter

please contact council via the online “Fix it form” <https://www.dunedin.govt.nz/do-it-online/report/fix-it-form>

- 10 If issues and concerns are not dealt with in a timely manner, Board Members should contact the Governance Support Officer, or the Senior Staff Member appointed to the Board.

Signatories

Author:	Lynne Adamson - Governance Support Officer
Authoriser:	Dr Anna Johnson - Manager City Development

Attachments

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**REPORT BACK ON FUNDING RECEIVED FROM
STRATH TAIERI COMMUNITY BOARD**

Date: 30/4/26

Name of Group/Organisation: Cavalcade Host Town Committee

Name: Tara Dwyer, Committee Chair

Phone: 0211515669

Email: tara.dwyer@outlook.com

Date and amount of funding received: \$4,700

Date the project was completed: 7th March 2026

If not completed, please explain reasons and/or when it will be completed:

Update on the project (please attach any photos if appropriate):

The Cavalcade week and weekend events went extremely well. The Market Day had approximately 800 people come through the gates and line the streets to watch the Grand Parade. The Hoe Down also had approximately 600 people attend.

The feedback from the Cavalcaders was very good, they seemed to enjoy their weekends and the good weather helped. The community rallied together wonderfully over the weekend to make all the events happen.

The fundraising efforts of the committee were significant, and we will announce the final value of profits raised in early May, but it significantly outstrips our original budgets.

The Committee greatly appreciates the STCB seeing the value opportunity in this event, and supporting the event with the funds granted. The success of the event has meant that all the community groups who applied for project fundraising to the Cavalcade committee are able to receive funds, and to the full value to which they applied.

The funds are to be distributed as follows:

- \$10,000 to the Strath Taieri School PTA
- \$5,000 to the Strath Taieri School Board of Trustees
- \$8,000 to the Hindon Hall
- \$1,000 to the Strath Taieri Young Farmers Club
- \$7,400 to Discover Middlemarch
- The balance of approximately \$60,000 to the Middlemarch Swimming Club

The committee asked the community for funding applications prior to the event, in 2025, and distribution of profits is at the discretion of the Cavalcade Host Town committee.

Draft - Strath Taieri Community Board
FUNDING APPLICATION

ORGANISATION APPLYING FOR FUNDING

Name: _____
This should match the name on the organisation bank account.

Address: _____
_____ Postcode: _____

Contact person: _____ Position: _____

Email: _____ Phone: _____

Has your organisation applied for funding from the Board in the last 5 years? yes no

If granted, what was the funding used for? _____

PROJECT OR EVENT FOR WHICH FUNDING IS REQUESTED

Name: _____

Description: _____

Expected project completion / event date: _____

How will the project / event benefit the Strath-Taieri community? _____

The project / event is: one-off annual biennial ongoing other (*please specify*)

Total cost of project / event: \$ _____ Amount already raised: \$ _____

Amount requested from the Strath Taieri Community Board: \$ _____

Please specify amount requested/granted from other source(s), including Dunedin City Council sources:

How will the rest of the project cost be covered? _____

CHECKLIST – please complete

I would like to attend a Board meeting to speak to this application yes no

I understand that if funding is granted, my organisation is expected to report to the Board at the end of the project and within 12 months of the meeting at which the grant was awarded. yes

I attach the following documents with the application form:

- Evidence of organisation's bank details (showing bank logo, account name and number)
- Itemised project budget
- Quotes for goods or services (where relevant)
- Most recent financial statement.

FUNDING CRITERIA AND GUIDELINES

1. Funding is available, subject to the Board's approval, for applications that can demonstrate a benefit to the wider Strath-Taieri community.
2. Applicants must contribute at least 30% of the total project cost.
3. An organisation may not receive more than one grant from the Board within a financial year.
4. Applications must identify other organisations from which funding has been sought for this project and whether it was granted.
5. Funding will not be granted retrospectively and cannot be used for payment of wages.
6. Applicants are encouraged to attend a Strath-Taieri Community Board meeting to speak to their application and answer any questions the Board may have.
7. Any funds approved will be paid directly into the organisation's bank account.
8. The project must be completed within 12 months of the grant being awarded. If not completed, an extension must be requested from the Board prior to the end of the 12-month-period or the funding must be returned.
9. At the end of the project, the organisation must submit a project completion report, detailing expenditure and outcomes.

To discuss your application prior to submission, contact Board Chair, Terina Geddes, via email hayden.terina@xtra.co.nz OR 027 200 5688

Please email your completed application form and accompanying documents (see checklist above) to the Governance Support Officer at: gsoteam@dcc.govt.nz

or post to: Governance Support Team, Dunedin City Council, PO Box 5045, DUNEDIN 9058

Strath Taieri Community Board Submission on the Proposed 3 Waters General Rate Differential

The Middlemarch community supports the intention behind creating a new general rate differential for 3 Waters utilities. We understand that the Council is seeking to prevent an unreasonable increase in targeted water and drainage rates following the recent revaluation of 3 Waters assets. The scale of that revaluation—an increase of more than 70%—would otherwise result in a substantial rise in charges for water users without any corresponding improvement in service delivery. We acknowledge the need to avoid such a sudden and disproportionate impact on households.

However, the size of the revaluation raises broader concerns about the consistency and accuracy of asset valuations across the district. If one class of Council-owned assets can shift so dramatically in a single cycle, it is reasonable for communities to question whether other assets may also be significantly under- or over-valued. This uncertainty affects confidence in the rating system and highlights the need for greater transparency around valuation processes and the assumptions that underpin them. While the proposed differential of 1.34 may stabilise water-related rates in the short term, it does not address the underlying issue of ensuring fairness and consistency across all asset classes.

For Middlemarch, these concerns are heightened by the condition of our local water and wastewater infrastructure. Council's own Middlemarch Wastewater Network Project identifies that parts of our system are underperforming and have, at times, failed to meet consent requirements. The 2018 flooding event, where stormwater overwhelmed the wastewater network and caused sewage to overflow onto the road, demonstrated the vulnerability of the existing system. Because Middlemarch relies on bore water for drinking supply, any failure in wastewater or stormwater systems poses a direct risk to public health. The treatment plant's consent expired in 2021, and while a short-term consent was granted, long-term upgrade options are still being developed and will take several years to implement.

These infrastructure challenges are occurring at the same time as Middlemarch is experiencing a welcome wave of new development. With recently sold sections soon to become new homes, this growth is positive for the township, but it will inevitably place additional pressure on an already aging wastewater and stormwater system. It is essential that new residents are not faced with connection costs significantly higher than their urban counterparts simply to subsidise the shortcomings of an outdated network. Fairness requires that rural growth is supported by appropriate investment, not penalised by disproportionate charges.

Rural equity must therefore be central to Council's decision-making. Middlemarch residents contribute to the same rating system as the rest of Dunedin, yet our infrastructure has historically received slower upgrades and limited long-term planning certainty. Preventing a rate spike is important, but true equity requires ensuring that the money collected from our community is reinvested fairly and visibly into the essential infrastructure we rely on.

We therefore request that Council:

1. Provide clear information explaining the basis for the revaluation and how consistency across asset classes will be ensured.
2. Demonstrate how water-related rates collected from Middlemarch are being allocated, with specific reference to stormwater and wastewater improvements.
3. Commit to transparent reporting on future investment in rural water infrastructure.
4. Ensure that rural communities like Middlemarch receive equitable consideration in long-term planning and funding decisions.

The Middlemarch community appreciates the opportunity to provide feedback and looks forward to continued engagement with Council on these important matters.

Middlemarch Community Submission on Proposed Increases to Stadium Funding

The Middlemarch community wishes to provide feedback on the proposed increase in funding for Dunedin Stadium Property Ltd (DSPL) as outlined in the draft 2026/27 Annual Plan. Last year's 9 Year Plan increased annual funding to the Stadium by \$2 million, bringing total support for event attraction, operations, and debt servicing to \$2.905 million. The current proposal would raise this further to \$4.155 million in 2026/27, and then to \$5.405 million from 2027/28 onwards. This represents a significant and ongoing increase in ratepayer funding for a facility that is primarily used for entertainment and commercial events.

While we acknowledge the value that Forsyth Barr Stadium and the Dunedin Centre bring to the city, we do not support further increases in ratepayer contributions at a time when essential services across the district—particularly in rural areas—are under pressure. Middlemarch residents continue to face challenges with basic infrastructure such as road maintenance, vegetation control, and general upkeep. These are core council responsibilities that directly affect safety, accessibility, and the day-to-day functioning of rural communities. When these essential services are falling behind, it is difficult for residents to accept substantial increases in funding for large urban entertainment venues.

Rural equity must be a central consideration in Council's financial decisions. Communities like Middlemarch contribute to the same rating system as urban residents, yet we often experience slower maintenance cycles, reduced service levels, and limited investment in the infrastructure we rely on. When funding is directed toward discretionary or commercial facilities, it can reinforce the perception that rural needs are secondary to urban amenities. Ensuring fairness means prioritising essential services before expanding financial commitments to facilities that have the ability to generate their own revenue.

The Stadium and Town Hall are capable of operating under stronger user-pays models. These venues host concerts, sporting events, conferences, and commercial activities that can generate income through ticketing, hire fees, sponsorships, and partnerships. It is reasonable to expect that facilities designed for entertainment and commercial use should rely more

heavily on their own revenue streams rather than increasing the burden on ratepayers district-wide. Ratepayers should not be asked to subsidise entertainment venues while essential rural services remain under-resourced.

We also note that the Council's capital programme is already under delivery pressure, with non-waters projects tracking behind schedule and requiring rephasing. Increasing Stadium funding at this time risks diverting attention and resources away from essential infrastructure that is overdue for investment. The focus should be on improving delivery performance, addressing maintenance backlogs, and ensuring that core services are adequately funded before committing additional ratepayer money to discretionary projects.

For these reasons, we request that Council:

1. Reconsider the proposed increases in Stadium funding.
2. Prioritise essential rural services such as road maintenance, spraying, and general upkeep.
3. Strengthen user-pays and revenue-generation models for Stadium and Town Hall operations.
4. Ensure that future funding decisions reflect a fair balance between urban amenities and the essential needs of rural communities.
5. Commit to responsible, needs-based spending that focuses on maintaining existing infrastructure before expanding financial support for entertainment facilities.

Middlemarch residents value fairness, transparency, and responsible financial management. We ask that Council focus on essential services and rural equity before increasing ratepayer funding for large urban venues.

FUNDING APPLICATION

Department: Civic

EXECUTIVE SUMMARY

- 1 There is one funding application for consideration by the Board.
- 2 The Strath Taieri Historical Society has requested \$3,734.00 towards the painting of railway carriages housed at the Middlemarch Museum.

RECOMMENDATIONS

That the Board:

- a) **Approves/Declines** the funding application from the Strath Taieri Historical Society.

Signatories

Author:	Lynne Adamson - Governance Support Officer
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Attachments

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**Application for Funding from the
Strath Taieri Community Board**

Date: 6 April 2026

Name of group/individual applying for funds: Strath Taieri Historical Society

Contact person: Diana Bradshaw

Email address: middlemarchmuseum@gmail.com

Address: 5 Aberafon St, Middlemarch

Position held: Secretary Phone number: 021367546

Short description of project: Preparation and painting of railway carriages situated at Middlemarch Museum. Refer to quote from Otago Painting Solutions attached.

Total cost of project: \$ 3734

Amount already raised: \$ 0

Amount sought from Strath Taieri Community Board: 3734 \$

How will the rest of the project cost be covered? We will have to find other funding sources.

- Please provide an itemised budget on a separate sheet.
- Please also attach any quotations for work, goods or services that you may have received and any additional information which may be useful in explaining the project.

What is the timeframe for completing the project? [OR What is the date of your event/project?] By end of 2026

The funding must be used within one year of the grant application or it must be returned to the Board unless you have provided a report and request for an extension of time

Is your project a one-off, annual or biennial event?

Ongoing preservation of community treasures and history.

How will the project benefit your organisation/club? What are the benefits to the wider community of your project? The railway carriages at the rear of the Middlemarch Museum are used to house historical artefacts that are an important part of our communities history. The carriages themselves are part of this history. It was only during tidying up for the Cavalcade that the deterioration ~~for~~ of the carriages was noted. This work has not been budgeted for or been planned.

Has your group made an application to the Board for funding support within the last five years? Yes No

If granted, what was that money used for? _____

How much assistance has your group received previously from the Strath Taieri Community Board? \$ _____

The group/organisation must report back to the Board following completion of the project.

I agree to provide a report back on the project should funding be approved:
Yes No

You may either use the form attached or provide your own written report, however it must include the points covered on the form.

Any funds approved MUST be paid directly into the organisation's bank account, please supply a copy of the bank account name and number separately.

Applicants are encouraged to attend the Community Board meeting to speak to their application and answer any questions the Board may have.

If you would like to do so, please call Governance Support at the Dunedin City Council on 474 4000 Email: governance.support@dcc.govt.nz. Or contact Board Chairperson Barry Williams Telephone: 027 4866433

Please return your completed application to:

Governance Support Officer
Strath Taieri Community Board
Dunedin City Council
PO Box 5045
Moray Place
Dunedin 9058

NOTES: Please refer to the 'Discretionary Funding Guidelines' contained at the foot of this form for guidance on the Board's priorities. Although applications will be considered on their merits, regard will also be had to ensuring a fair allocation over all the Board area and the amount of funding remaining in any financial year. This application form is also available on the City of Dunedin website (www.dunedin.govt.nz).

OTAGO PAINTING SOLUTIONS

3rd April, 2026

Strath Taieri Historical Society
5 Aberafon Street
Middlemarch 9597

museummiddlemarch@gmail.com

Quotation of Works – Painting of Railway Carriages.

At Otago Painting Solutions, we are Dunedin's Proudest Painters. Attention to detail and awareness of your deadlines is a critical part of our service to you. We guarantee you will be completely satisfied with our workmanship. Please find below our Scope of Works and Quotation, as requested.

Scope of Work – Exterior Painting of Railway Carriages

Treat carriages with Moss & Mould Killer. This is to kill mould spores, which if left untreated, will shorten the life of the paint system.

Wash down to clean & remove contaminants.

Prepare ready for painting. Prime bare surfaces with acrylic primer undercoat.

Apply two coats of semi-gloss acrylic paint to timber cladding.

Apply two coats of gloss acrylic to handrails and metal trim.

Apply two coats of semi-gloss acrylic enamel to timber doors & frames.

Exterior Painting of Railway Carriages

*Please note prices include;
Paint & Materials, Access
Equipment, Travel and
Health & Safety Compliance.*

Exterior Painting: **\$3,734.00 Inc GST**

Thank you for the opportunity to provide you with our Quotation. Should we be successful we look forward to working with you to transform your project.

Yours Sincerely,



Ryan Foster
Otago Painting Solutions Ltd

By accepting our quote, you are deemed to have accepted our terms of trade. You can find a full copy of these at:

https://www.otagopaintingsolutions.co.nz/terms_of_trade.pdf

Phone: (03) 453 0886
151 Kaikorai Valley Road, Dunedin
www.otagopaintingsolutions.co.nz



Tuesday 12 May 2026

Museum Middlemarch
C/-
DUNEDIN

Email: museummiddlemarch@gmail.com

Quote Number: 20260140

Dear Dianna,

Re: Railway Carriage – Exterior Painting

Thank you for the opportunity to quote for the exterior painting works to the Railway Carriage at the Middlemarch Museum, Middlemarch. After inspection of the property, we have pleasure in submitting our quotation for your consideration.

Exterior Painting of the Railway Carriage

Scope of Work:

We have allowed to moss & mould treat, wash down, spot prime any bare areas with acrylic undercoat & apply two coats of semi-gloss acrylic in selected colour to the existing timber cladding, timber doors & frames.

We have allowed to moss & mould treat, wash down, spot prime any bare areas with acrylic undercoat & apply two coats of gloss acrylic in selected colour to the existing metal trim areas & handrails.

Our Exterior Painting Price of \$4,295.00 Plus GST

Specifications:

Quotation is based on a single carriage only.

No allowance for any work to any other areas than stipulated in our scope of work.

No allowance for any building works that may become apparent after preparation of exiting substrates.

Quotations remain valid for 14 days or until revoked and are subject to any material cost increase and wage increase after date of quotation.

Due to the worldwide crisis, freight costs are varying daily. Our freight charges cannot be confirmed until such a date when a contract is to be signed. We can at this time, gather the most up-to date price & make any necessary changes to our lump sum price before signing.

This Quotation is made under the construction contracts act 2002 for payment claims. Upon acceptance a 50% non-refundable deposit is required; final payment must be made within 3 days after completion of the contract. Any queries of this account must be made in writing within 3 working days. All collection costs will be paid by the client.

All staff at Mulford Holdings Ltd hold current Site Safe Passports, if further Health & Safety inductions are required this will be charged on an hourly basis.

If you anticipate having difficulties paying an invoice on time, please immediately contact our credit controller. We may be able to make alternative payment arrangements such as payment by instalments. You may be

3 Brighton Road, Green Island, Dunedin 9018 · PH: (03) 488 4151
Email: info@mulfordholdings.co.nz www.mulfordholdings.co.nz



required to pay interest on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

Thank you for the opportunity of quoting. If you have any queries regarding this quotation please do not hesitate in contacting us.

Yours faithfully
MULFORD HOLDINGS LIMITED

Barrie Clydesdale
Managing Director

3 Brighton Road, Green Island, Dunedin 9018 · PH: (03) 488 4151
Email: info@mulfordholdings.co.nz · www.mulfordholdings.co.nz



Job Acceptance

The Manager
Mulford Holdings Ltd
3 Brighton Road
Green Island
Dunedin 9018

Attention: Barrie Clydesdale

Quote Number: 20260140

Dear Mr Clydesdale

We hereby accept your quotation dated Tuesday 12 May 2026 for the exterior painting of the Railway Carriage at the Middlemarch Museum, Middlemarch.

Exterior Painting of the Railway Carriage

Scope of Work:

We have allowed to moss & mould treat, wash down, spot prime any bare areas with acrylic undercoat & apply two coats of semi-gloss acrylic in selected colour to the existing timber cladding, timber doors & frames.

We have allowed to moss & mould treat, wash down, spot prime any bare areas with acrylic undercoat & apply two coats of gloss acrylic in selected colour to the existing metal trim areas & handrails.

Total Amount of \$4,295.00 + GST and request that you contact us with regards a starting date and a schedule of colours and finishes.

This Quotation is made under the construction contracts act 2002 for payment claims. Upon acceptance a 50% non-refundable deposit is required; final payment must be made within 3 days after completion of the contract. Any queries of this account must be made in writing within 3 working days. All collection costs will be paid by the client.

50% acceptance deposit including GST - \$2,469.63

Bank Account Details for Direct Credit Payment ASB Dunedin A/C 12 3196 0006765 00
Please quote your Quote Number listed above. Thank you for your business.

I authorise the work detailed above and certify that the below information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE of Mulford Holdings Limited which form part of, and are intended to be read in conjunction with this Job Acceptance Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.*

SIGNED (CLIENT): _____

Name: _____

Position: _____

Phone Number: _____

DOB: _____

This is a Work Approval under the Construction Contracts Act 2002. If you are a "Residential Occupier" please read clause 18 on the reverse.

Mulford Holdings Limited – Terms & Conditions of Trade

<p>1.1 Definitions "Client" means the person, entities or any person acting on behalf of and with the authority of the Client requesting Mulford to provide the Works as specified in any proposal, quotation, order, invoice or other documentation; and (a) if there is more than one Client, it is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>limited to, poor weather limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Client, change of design or paint colour selection, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, the Worksite not being prepared to the required standards or poorly prepared by other parties, lack of required utilities, latent soil conditions, excess ground water, hard rock or other barriers below the surface, non-reinforcing rods in concrete, or hidden underground pipes and wiring etc) which are only discovered on commencement of the Works; (d) in the event that overseas transactions increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges or increases in the cost of labour or materials which are beyond Mulford's control; 5.3 Variations will be charged for on the basis of Mulford's quotation, and will be detailed in writing, and shown as variations on Mulford's invoice. The Client shall be required to respond to any variation submitted by Mulford within ten (10) working days. Failure to do so will entitle Mulford to add the cost of the variation to the Price. Payment for variations must be made in full at the time of their completion. 5.4 At Mulford's sole discretion a fifty percent (50%) deposit shall be required. 5.5 Time for payment for the Works being the estimate, the Price will be payable by the Client on the date determined by Mulford, which may be: (a) on completion of the Works; (b) by way of instalment/progress payments in accordance with Mulford's specified progress payment schedule. Such progress payment claims may include the reasonable cost of authorised variations and the cost of any Materials delivered to the Worksite but not yet installed; (c) the date specified on any invoice or other form as being the date for payment; or (d) falling any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Mulford.</p>	<p>this information provided by the Client is inaccurate, Mulford accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. 7.4 Where the Client has provided instructions or specifications for Mulford to complete the Works (including, but not limited to, any requested variation to the original design and/or paint colour selection), then Mulford may require proof of concept sign off prior to commencement of the Works and will accept no liability whatsoever for the finished Works being deemed, as unsatisfactory to the Client should the Client fail to adhere to this clause. 7.5 The Client warrants those structures to which the Materials are to be affixed are able to withstand the installation thereof and are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of wood rot, mould etc) that Mulford, or Mulford's employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Mulford shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 6.2 above) until Mulford is satisfied that it is safe for the installation to proceed. 7.6 The Client acknowledges and accepts that: (a) Mulford will not accept responsibility for any damage to the Materials due to microclimates caused by air conditioning, heating or large expanses of glass windows without curtains or blinds; and (b) whilst Mulford will take all due care to avoid damage to the Materials, Mulford accepts no responsibility for contamination by natural contaminants such as dust or hail which may be present at the Worksite. 7.7 Mulford shall be liable whatsoever for any loss or damage to the Works that is caused by any other tradesmen. If the Client instructs Mulford to rectify any such damage then this will become a variation to the original quotation and will be charged at Mulford's normal hourly rate. 7.8 Waterproofing Risk All potential waterproofing surfaces are subject to an inspection by Mulford prior to the commencement of the Works. In the event the Client is not satisfied with the results of the inspection, the Client reserves the right to halt the Works until such time as it is agreed between Mulford and the Client as to the additional cost in further to the original quotation for any loss or damage to waterproofing. The additional cost shall be charged as a variation to the quotation as per clause 5.2. 7.10 If it is the intention of the Client that the Client is the responsibility of the Client to: (a) ensure that any surface requiring waterproofing is suitable for the purpose. In the event that the Client requests Mulford to prepare the surface for waterproofing, Mulford's sole discretion as to such preparation shall be final and the Works, and shall become immediately due and payable; and (b) ensure that no other tradesmen work on the membrane applied to the surface, until the membrane is fully dried and cured to manufacturer's specifications. Mulford shall not be liable for any costs, damages or loss however arising from the Client's failure to comply with this clause. 7.11 The Client acknowledges and accepts that: (a) Mulford shall be in compliance with the manufacturer's specifications and in compliance with Australian/New Zealand Standards AS/NZS 4658:2004 or subsequent amendments; (b) Mulford may not be able to ascertain the depth of, or a defect, which is present in the substrate or may require further closer inspection. Any additional costs incurred by Mulford for carrying out such investigation prior to repairing such a defect, shall be treated as a variation to the quotation. The Client also accepts that repair methods may alter as a result of any such investigation; and (c) Mulford gives no guarantee (expressed or implied) as to the length of time the curing process of repair works will take in basins or conditions outside Mulford's control (including, but not limited to, the surfaces and the existing condition of the defect, atmospheric conditions including humidity and temperature, the nature of the repair). 7.12 Painting Risk The Client acknowledges and accepts that: (a) Mulford shall be liable to the Client for any claims made where colour fade occurs due to paint colours chosen by the Client that have less than a forty percent (40%) light-reflection value (LRV) as measured by a spectrophotometer ready than those colours with a greater LRV; and (b) any fault with underlying surfaces or structures may affect the finish of the completed Works; (c) where Mulford has been requested to perform remedial work on obscured or damaged surfaces, the Client may be liable for the cost of the remedial work and any repair materials that are required to complete the Works; and (d) Mulford shall be liable for the cost of: (i) repair of cracking or delamination of concrete, and (ii) damage caused by contact with chemical solvents, oils or any other substances; and (iii) the occurrence of efflorescence and any detrimental effects this has on the appearance of the Works; or (iv) peeling or flaking caused by the environment or other external factors. (e) shall not be liable whatsoever for: (i) any pre-existing damages discovered by Mulford prior to the commencement of the Works. The Client will be notified of any such discovery in writing; or (ii) the existing paintwork where Mulford's paint has bonded to the existing paintwork and weakened the previous paint causing any kind of flake, crack, blisters, blistering or delamination; or (iii) the quality of the Works if the Client does not follow Mulford's recommendations as to the number of coats of paint required to obtain the final finish if the Client chooses to accept a reduced Price based on fewer coats of paint; or (iv) any loss or damage to the Works (including, but not limited to, partitioned/plastered surfaces) that is caused by any other tradesmen during and after the completion of the Works. 7.16 Concrete Preparation Risk 7.17 The Client acknowledges and accepts that: (a) concrete is a natural product and as such variations of colour and texture are inherent. Mulford shall not be liable for any loss, damages or costs however arising resulting from any variation of the colour or texture between different batches of product; (b) Mulford cannot guarantee that existing stains within the concrete will be removed by the preparation process.</p>
<p>1.2 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. 1.3 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using Mulford's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website. 1.4 "Intended Use" means a product and the use thereof, for the purpose of the product is intended to be, or is reasonably likely to be, associated with the Works. 1.5 "Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use, it when associated with a particular product or service. (a) the product is not, or will not be, safe or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the purpose for which it is represented to perform by or for a person in the chain of responsibility for the product. 1.6 "Mulford" means Mulford Holdings Limited, its successors and assigns. 1.7 "Price" means the Price payable (plus any Goods and Services Tax ("GST")) where the Client and Mulford as agreed between Mulford and the Client in accordance with clause 5 above. 1.8 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Mulford to the Client at the Client's request from time to time (where the context permits the terms "Works" or "Materials" shall be interchangeable for the other). 1.9 "Worksite" means the Worksite nominated by the Client to which the Materials are to be supplied by Mulford.</p>	<p>5.6 At the agreement of both parties, payment of the Price may be subject to retention by the Client in an amount (hereinafter called the "Retention Money") being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Schedule 2A- sections 18(a) to 18(f) of the Construction Contracts Amendment Act 2002 and as such the Retention Money shall be used other than to remedy defects in the performance of Mulford's obligations under the Contract. 5.7 Payment may be made by electronic funds banking, or by any other method as agreed to between the Client and Mulford. 5.8 Mulford may, in its discretion, allocate any payment received from the Client towards any invoice that Mulford deems and any other debt by the Client. Mulford may re-allocate any payments received from the Client to any other invoice that Mulford deems and any other debt by the Client. Payment will be deemed to be allocated in such manner as preserves the maximum value of Mulford's Purchase Money Security Interest (as defined in the PPSA) in the Materials. 5.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Client to Mulford nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by Mulford is a claim made under the Construction Contracts Act 2002. Nothing in this clause 5.9 prevents the Client from the ability to dispute any invoice. 5.10 Unless otherwise stated the Price does not include GST. In the event that GST is included in the Price, the Client shall be responsible for the GST. Mulford shall be responsible for any GST payable by Mulford under this or any other agreement for the sale of the Materials. The Client shall be responsible for GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other amounts and duties that may apply in addition to the Price except where they are expressly included in the Price.</p>	<p>(c) Mulford has no control over added colours once the product has touched the concrete. (d) no responsibility will be taken by Mulford for any possible capillary action of water, sealants, fluids, rising damp or contaminants within the concrete or stone during the grinding and sealing process. (e) contaminated and stained concrete can affect the sealants adhesion and life span, due to unknown contaminants. No responsibility will be taken by Mulford for these circumstances. (f) Mulford's equipment is dustless; however, during the grinding process some fine dust may be generated and inhaled throughout the Worksite; and (g) Mulford takes no responsibility for the method used on installation of the concrete (including aggregate exposure, blow outs or uneven placement, etc.).</p>
<p>2.1 Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works. 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this contract shall prevail. 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. 2.4 The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with Mulford and it has been approved with a credit limit established for the account. 2.5 In the event that the supply of Works requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Mulford reserves the right to refuse delivery. 2.6 Any advice, recommendation, information or assistance provided by Mulford in relation to Materials or Works supplied is given in good faith to the Client, or the Client's agent and is based on Mulford's own knowledge and experience and shall be accepted without liability on the part of Mulford. Where such advice or recommendations are not acted upon then Mulford shall not be liable for any loss or damage to the Works in writing. Mulford shall not be liable in any way whatsoever for any damages that occur after any subsequent commencement of the Works. 2.7 The supply of Materials for accepted orders may be subject to availability and / or any reason. Materials are not of or cease to be available. Mulford reserves the right to substitute comparable Materials and vary the Price as per clause 5.2. In all such cases Mulford will notify the Client in advance of such substitution, and also reserves the right to place the Client's order and/or Works on hold, as per clause 6.2 until such time as Mulford and the Client agree to such changes. 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>5.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Client to Mulford nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by Mulford is a claim made under the Construction Contracts Act 2002. Nothing in this clause 5.9 prevents the Client from the ability to dispute any invoice. 5.10 Unless otherwise stated the Price does not include GST. In the event that GST is included in the Price, the Client shall be responsible for the GST. Mulford shall be responsible for any GST payable by Mulford under this or any other agreement for the sale of the Materials. The Client shall be responsible for GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other amounts and duties that may apply in addition to the Price except where they are expressly included in the Price. 6 Provision of the Works 6.1 Subject to clause 6.2 it is Mulford's responsibility to ensure that the Works start as soon as it is reasonably practicable. 6.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Mulford clients an extension of time (by giving the Client written notice) which completion is delayed by an event beyond Mulford's control, including but not limited to any failure by the Client to: (a) make a selection; or (b) have the Worksite ready for the Works; or (c) notify Mulford that the Works is ready. 6.3 At Mulford's sole discretion, the cost of delivery is included in the Price. 6.4 Mulford may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 6.5 Any time specified by Mulford for delivery of the Works is an estimate only and Mulford will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to ensure the Works to be supplied at the time and place as was arranged between both parties. In the event that Mulford is unable to supply the Works as agreed solely due to any action or inaction of the Client, then Mulford shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials. 7 Risk 7.1 Mulford retains ownership of the Materials under clause 13 then: (a) where Mulford is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that the Materials are delivered by Mulford or Mulford's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address); and (b) where Mulford is both supply and install Materials then Mulford shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client. 7.2 Notwithstanding the provisions of clause 7.1 if the Client specifically requests Mulford to leave Materials outside Mulford's premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at the sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately at all times. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense. Mulford shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any</p>	<p>8 Client's Responsibilities 8.1 Unless otherwise agreed, it is the intention of Mulford, that it is the responsibility of the Client to provide and have erected scaffolding to enable the Works to be undertaken (where in Mulford's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed. (b) have all access clear and to enable scheduled work to be completed in accordance with the schedule of installation; (c) ensure all existing floor coverings tracks and staples; (d) ensure the surface of a sub-floor are satisfactory and the floor coverings can only follow the contours of the sub-floor and will not correct unevenness; (e) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakables are taken by the responsibility of the Client. All care and taken but no responsibility accepted by Mulford in this regard; (f) provide adequate dustsheets to protect the Client's goods and furniture from dust and debris. (g) provide adequate dustsheets to protect the Client's goods and furniture from dust and debris. (h) ensure that full and final lighting as designed for the completed project is fully operational prior to sanding or grinding work commencing, and are made available for use at no cost for the duration of the project. Any costs incurred will be invoiced to the Client should this requirement not be met. 8.2 Mulford is not insured to remove furniture or fittings and will not do so, nor is Mulford responsible to cover gas or electrical appliances. 8.3 The Client shall establish an annual maintenance inspection program. The inspection should concentrate on "high risk" areas such as gutters, drains and around all roof top and deck equipment, as well as a general inspection of the entire area. Inspectors should also include the examination of the roof, deck areas if possible from the underside for evidence of leaks, delamination, surface cracks or movement and other deficiencies. Prampets and edging should also be examined for evidence of cracking, delamination and moisture infiltration. Failure on the Client's behalf to perform this annual inspection may void any warranty given by Mulford. 8.4 It is the Client's responsibility to ensure that the Client vacates the premises both during the course of the Works and during the drying period due to the time taken for the solvent based polyurethane coatings which are toxic when the paint is wet: (a) remove all fabric, leather and any other "porous" materials that are in close proximity of the walls being coated be removed; and (b) Where Mulford requires the Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply Mulford a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or lost then the cost of repair or replacement shall be the Client's responsibility.</p>
<p>3 Errors and Omissions 3.1 The Client acknowledges and accepts that Mulford shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Mulford in the formation and/or administration of this Contract; and/or (b) contained in printed form (including hard copy and/or electronic) supplied by Mulford in respect of the Works. 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Mulford, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.</p>	<p>7.16 Concrete Preparation Risk 7.17 The Client acknowledges and accepts that: (a) concrete is a natural product and as such variations of colour and texture are inherent. Mulford shall not be liable for any loss, damages or costs however arising resulting from any variation of the colour or texture between different batches of product; (b) Mulford cannot guarantee that existing stains within the concrete will be removed by the preparation process. 8.5 Where Mulford requires the Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply Mulford a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or lost then the cost of repair or replacement shall be the Client's responsibility. 9 Worksite Access and Condition 9.1 Mulford is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite. All rubbish generated by Mulford will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed. 9.2 It is the intention of Mulford and agreed by the Client that: (a) the Client shall ensure that Mulford has clear and free access to the Worksite at all times to enable them to undertake the Works (including carrying out Worksite Preparation, general signposting and all required documents, and for the delivery and installation of the Materials). Mulford shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Mulford; and (b) it is the Client's responsibility to provide Mulford, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities. 9.3 The Client agrees to be present at the Worksite when and as reasonably requested by Mulford and its employees, contractors and/or agents. 9.4 Worksite Inductions (a) in the event the Client requires an employee or sub-contractor of Mulford to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay Mulford's standard (and/or overtime if applicable) hourly labour rate; or (b) where Mulford is in control of the Worksite, the Client and/or the Client's third-party contractors must initially carry out Mulford's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by Mulford.</p>	<p>8.5 Where Mulford requires the Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply Mulford a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. 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<p>4 Change in Control 4.1 The Client shall give Mulford not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of business, or business practice). The Client shall be liable for any loss incurred by Mulford as a result of the Client's failure to comply with this clause. 5 Price and Payment 5.1 At Mulford's sole discretion the Price shall be either: (a) as indicated on invoice provided to Mulford by the Client in respect of Works performed or Materials supplied; or (b) Mulford's Price at the date of delivery of the Works according to Mulford's current price list; or (c) Mulford's quoted Price (subject to clause 5.2(a)) which shall be binding upon Mulford provided that the Client shall accept Mulford's quotation in writing within thirty (30) days. 5.2 Mulford reserves the right to change the Price: (a) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or (b) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not</p>	<p>7.16 Concrete Preparation Risk 7.17 The Client acknowledges and accepts that: (a) concrete is a natural product and as such variations of colour and texture are inherent. Mulford shall not be liable for any loss, damages or costs however arising resulting from any variation of the colour or texture between different batches of product; (b) Mulford cannot guarantee that existing stains within the concrete will be removed by the preparation process. 10 Underground Locations 10.1 Prior to the Mulford commencing any work the Client must advise Mulford of the precise location of all underground services on the Worksite and clearly mark the same. The Undergroup mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer slope mains, water mains, irrigation pipes, telephone cables, fibre</p>	<p>10 Underground Locations 10.1 Prior to the Mulford commencing any work the Client must advise Mulford of the precise location of all underground services on the Worksite and clearly mark the same. The Undergroup mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer slope mains, water mains, irrigation pipes, telephone cables, fibre</p>

Mulford Holdings Limited – Terms & Conditions of Trade	
<p>optic cables, oil pumping mains, and any other services that may be on the Works.</p> <p>10.2 Whilst Mulford will take all care to avoid damage to any underground services the Client agrees to indemnify Mulford in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.</p> <p>11 Insurance 11.1 Mulford shall have public liability insurance of at least five million dollars (\$m). It is the Client's responsibility to ensure that they are similarly insured.</p> <p>12 Compliance with Laws 12.1 The Client and Mulford shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any WorkSafe health and safety laws relating to any other relevant safety standards or legislation pertaining to the Works. 12.2 Both parties acknowledge and agree: (a) to comply with the Building Act 2004 (including any subsequent Amendments) in respect of all workmanship and building products to be supplied during the course of the Works; and (b) that Works will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.</p> <p>12.3 Where the Client has supplied products for Mulford to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in Mulford's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with New Zealand regulations, then Mulford shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be incurred in accordance with clause 5.2.</p> <p>12.4 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works. 12.5 Notwithstanding clause 12.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSWA Act"), Mulford agrees at all times to comply with sections 28 and 34 of the HSWA Act with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Works or where they are acting as a sub-contractor for the Client who has engaged a third party head contractor.</p> <p>13 Title 13.1 Mulford and the Client agree that ownership of the Materials shall not pass until: (a) the Client has paid Mulford all amounts owing to Mulford; and (b) the Client has met all of its other obligations to Mulford. Hereafter by Mulford of any form of payment other than cash shall not be deemed to be payment of any part of payment has been honoured, cleared or recognised. 13.3 It is further agreed that: (a) until ownership of the Materials passes to the Client in accordance with clause 13.1 that the Client is only a bailee of the Materials and the Client shall not be responsible for any loss or damage to the Materials or for any other obligations to Mulford on request; (b) the Client holds the benefit of the Client's insurance of the Materials on trust for Mulford and must pay to Mulford the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed; (c) the production of these terms and conditions by Mulford shall be sufficient evidence of Mulford's rights to receive the insurance proceeds from the insurer without the need for any person dealing with Mulford to make further enquiries; (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for Mulford and must pay or deliver the proceeds to Mulford on demand; (e) the Client should not convert or process the Materials or items therein with other goods and if the Client does so then the Client holds the resulting product on trust for the benefit of Mulford and must sell, dispose of or return the resulting product to Mulford and not be responsible for any loss or damage to the Materials or for any other obligations to Mulford on request; (f) unless the Materials have become fixtures the Client irrevocably authorises Mulford to enter any premises where Mulford believes the Materials are kept and recover possession of the Materials; (g) Mulford may recover possession of any Materials in relation to which it has a claim for the Materials and if not delivery has occurred; (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Mulford; and (i) Mulford may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.</p> <p>14 Personal Property Securities Act 1999 ("PPSA") 14.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Materials that have previously been supplied and that will be supplied in the future by Mulford to the Client and the proceeds from such Materials. 14.2 The Client undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Mulford may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, Mulford for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials or the proceeds of such Materials in favour of a third party without the prior written consent of Mulford; and (d) immediately advise Mulford of any material change in its business practices or selling Materials which would result in a change in the nature of proceeds derived from such sales. 14.3 Mulford and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. 14.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 122, 123, 124, 125, and 131 of the PPSA. 14.5 Unless otherwise agreed to in writing by Mulford, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p>	<p>14.5 The Client shall unconditionally ratify any actions taken by Mulford under clauses 14.1 to 14.5.</p> <p>14.7 Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>15 Security and Charge 15.1 In consideration of Mulford agreeing to supply the Works, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 20194344 registered pursuant to s.209 of the Land Transfer Act 2017. 15.2 The Client indemnifies Mulford from and against all Mulford's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the terms of the charge under this clause. 15.3 The Client irrevocably appoints Mulford and each director of Mulford as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.</p> <p>16 Defects in Materials 16.1 The Client shall respect the Materials on delivery and shall within seven (7) days of delivery (time being of the essence) notify Mulford in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Mulford an opportunity to inspect the Materials within a reasonable time. If the Client notifies Mulford that it believes the Materials are defective in any way, it shall not fail to comply with these provisions. Materials shall be presumed to be free from any defect or damage. For defective Materials, which Mulford has agreed in writing that the Client is entitled to inspect, Mulford shall be entitled to either (at Mulford's discretion) replacing the Materials or repairing the Materials. 16.2 Materials will not be accepted for return other than in accordance with 16.1 above.</p> <p>17 Warranties 17.1 Subject to the conditions of warranty set out in clause 17.2 Mulford warrants that, if any defect in any Materials manufactured or Works provided by Mulford becomes apparent and is reported to Mulford within twelve (12) months of the date of delivery (time being of the essence) then Mulford will either (at Mulford's sole discretion) replace or remedy the defect. 17.2 The conditions applicable to the warranty given by clause 17.1 are: (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Client to follow any Materials or serviced item; or (ii) failure on the part of the Client to follow any Materials or serviced item as specified on a quote or order form; or (iii) the continued use of any Materials or serviced item where any defect becomes apparent or damage has become apparent to a reasonably prudent operator or user; or (iv) fair wear and tear, any accident or act of God; (b) the warranty shall cease and Mulford shall have no liability in circumstances where the Client has altered the workmanship is repaired, altered or otherwise without Mulford's consent; (c) in respect of all claims Mulford shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the claim. Mulford shall not be liable to be responsible for any claim, current, represented or warranty other than that which is given by the manufacturer of the Materials. 17.3 For Materials not manufactured by Mulford, the warranty shall be the current warranty provided by the manufacturer of the Materials. Mulford shall not be responsible for any claim, current, represented or warranty other than that which is given by the manufacturer of the Materials.</p> <p>18 Consumer Guarantees Act 1993 18.1 In the event that the Client is acquiring Materials for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Materials by Mulford to the Client. 21.5 Where the Client is an individual the authorities under section 22.4 are authorities or consents for the purposes of the Privacy Act 2020. 21.6 The Client shall have the right to request (by email) from Mulford, a copy of the Personal Information about the Client retained by Mulford and the right to request that Mulford correct any incorrect Personal Information. 21.7 Mulford will destroy Personal Information on the Client's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. 21.8 The Client can make a privacy complaint by contacting Mulford via e-mail. Mulford will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz.</p> <p>23 Suspension of Works 23.1 Where the Contract is subject to section 24A of the Construction Contracts Act 2002, the Client hereby expressly acknowledges that: (a) Mulford has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client; and (b) the payment is not paid in full by the due date for payment in accordance with clause 5.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Client; or (c) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or (d) the Client has not complied with an adjudicator's decision under the Construction Contracts Act 2002; or (e) Mulford has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract. (f) if Mulford suspends work, it: (i) is not in breach of Contract; (ii) is not liable for any loss or damage whatsoever suffered or alleged to be suffered, by the Client or by any person claiming through the Client; and (iii) is entitled to an extension of time to complete the Contract; and (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or has been paid and an adjudicator's determination has not been completed with. (g) if Mulford exercises the right to suspend work, the exercise of that right does not: (i) affect any rights that would otherwise have been available to Mulford under the Contract and Commercial Law Act 2017; or (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Mulford suspending work under this provision; (d) due to any act or omission by the Client, the Client effectively precludes Mulford from continuing the Works or performing or complying with Mulford's obligations under this Contract, then without prejudice to Mulford's other rights and remedies, Mulford may suspend the Works immediately after serving on the Client a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by Mulford as a result of such suspension and recovery must be payable by the Client as if they were a variation. 23.2 If pursuant to any right to suspend work under this Contract, Mulford suspends the Works and the default that led to that suspension continues unremedied subject to clause 21.1 for at least ten (10) working days, Mulford shall be entitled to terminate the Contract, in accordance with clause 21.</p> <p>24 Service of Notices 24.1 Any written notice to the other party in this contract shall be deemed to have been served and received by the other party if: (a) by handing the notice to the other party, shall be deemed; (b) by leaving it at the registered address of the other party as stated in the Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of receipt by the other party; (e) if sent by email to the other party's last known email address; 24.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.</p> <p>25 Trusts 25.1 If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Mulford may have notice of the Trust, the Client agrees with Mulford that: (a) the Client extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to excuse or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not consent in writing of Mulford (Mulford will not unreasonably withhold consent), cause, permit or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any amendment of the trust property.</p> <p>26 General 26.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder shall be submitted to and settled by either adjudication in accordance with section 28 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 of the Client's residence. 26.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 26.3 These terms and conditions and any contract to which they are applied shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Dunedin courts of New Zealand. Subject to the CGA, Mulford shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expenses (including loss of profit) suffered by the Client arising out of a breach by Mulford of these terms and conditions (alternatively Mulford's liability shall be limited to damages which in no circumstances shall exceed the Price of the Works). 26.5 Mulford may licence and/or assign all or any part of its rights and/or obligations under this Contract, without the Client's consent. 26.6 The Client cannot licence or assign without the written approval of Mulford. 26.7 Mulford may not be subcontracted out any part of the Works but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Mulford's sub-contractors without the authority of Mulford. 26.8 The Client agrees that Mulford may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes or otherwise at such time as the Client makes a further request for Mulford to provide Works to the Client. 26.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, the flood, storm, national or global pandemics, delays or stock caused by such events and/or the implementation of regulation, directives, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to Mulford. 26.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.</p>

Please note that a larger print version of these terms and conditions is available from Mulford on request. #23691 © Copyright – EC Credit Control 1999 - 2021

OTAGO PAINTING SOLUTIONS

3rd April, 2026

Strath Taieri Historical Society
5 Aberafon Street
Middlemarch 9597

museummiddlemarch@gmail.com

Quotation of Works – Painting of Railway Carriages.

At Otago Painting Solutions, we are Dunedin's Proudest Painters. Attention to detail and awareness of your deadlines is a critical part of our service to you. We guarantee you will be completely satisfied with our workmanship. Please find below our Scope of Works and Quotation, as requested.

Scope of Work – Exterior Painting of Railway Carriages

Treat carriages with Moss & Mould Killer. This is to kill mould spores, which if left untreated, will shorten the life of the paint system.

Wash down to clean & remove contaminants.

Prepare ready for painting. Prime bare surfaces with acrylic primer undercoat.

Apply two coats of semi-gloss acrylic paint to timber cladding.

Apply two coats of gloss acrylic to handrails and metal trim.

Apply two coats of semi-gloss acrylic enamel to timber doors & frames.

Exterior Painting of Railway Carriages

*Please note prices include;
Paint & Materials, Access
Equipment, Travel and
Health & Safety Compliance.*

Exterior Painting: **\$3,734.00 Inc GST**

Thank you for the opportunity to provide you with our Quotation. Should we be successful we look forward to working with you to transform your project.

Yours Sincerely,



Ryan Foster
Otago Painting Solutions Ltd

By accepting our quote, you are deemed to have accepted our terms of trade. You can find a full copy of these at:

https://www.otagopaintingsolutions.co.nz/terms_of_trade.pdf

Phone: (03) 453 0886
151 Kaikorai Valley Road, Dunedin
www.otagopaintingsolutions.co.nz



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1 INTRODUCTION

This Community Plan summarises the needs and priorities of the communities within the Strath Taieri Community Board area for the Dunedin City Council's (DCC) 10 year plan 2024-34. Its primary objective is to signal to the DCC those priorities for our community, with the ultimate goal that they are programmed into the DCC's 10 year plan and funded by the DCC. These priorities are shown in section 3 of this plan.

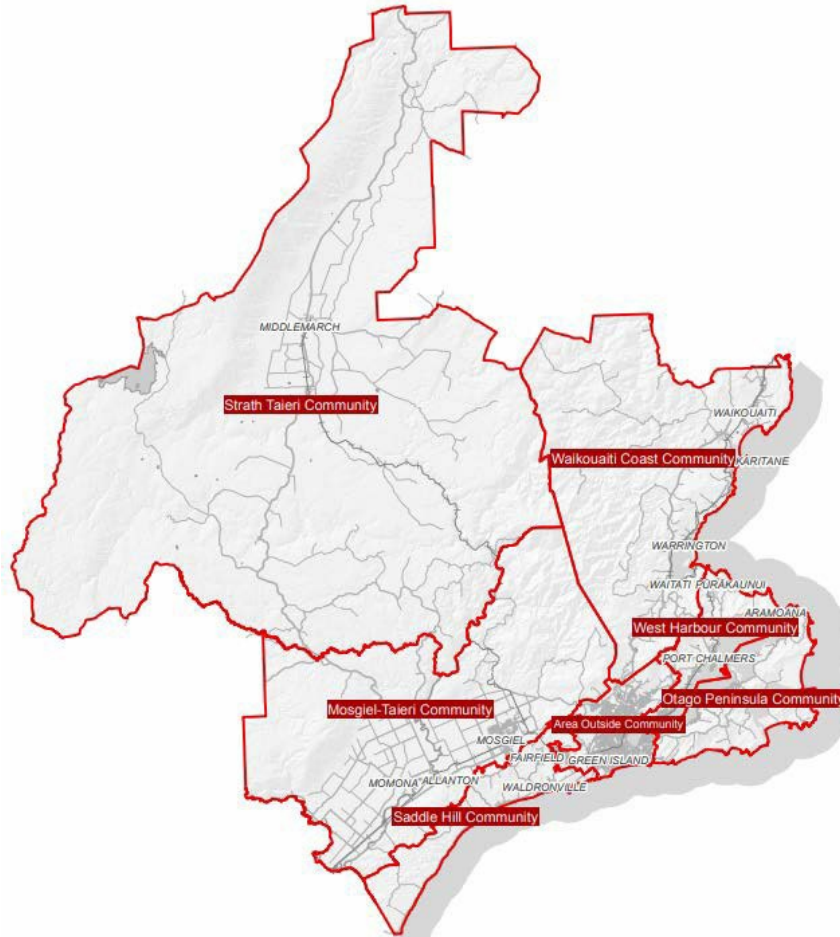
This Plan also includes activities that we, the Community Board plan to undertake. Our most important role is to be an advocate for our community, but we also proactively support our community in other ways, and these are set out in section 4 of this plan.

This Plan is subject to change and revision as needs arise and priorities alter.

2 KEY INFORMATION

2.1 BACKGROUND

The City of Dunedin has six Community Boards within its boundary, as shown in the map below.



Each Community Board has six elected members, and one councillor representative. The Community Board members are elected every three years as part of the local body elections. Community Boards must comply with the same rules and regulations as council, such as the Local Government Act.

The primary role of a Community Board is one of advocacy for its community. Each Community Board makes representations to the DCC on the priorities those boards have identified for their community area, that they would like to see included and funded in the council's annual plans and 10 year plans.

Any matters of an operational nature, e.g., the reporting of potholes, tree issues etc., are reported to council via the DCC's 477 4000 phone number, and do not form part of the Community Board's priorities.

Each Community Board holds public meetings every two months, and these meetings are advertised on the DCC website and in the Otago Daily Times. The meeting schedule for the 2023\0 calendar year is provided in Section 6 of this plan. The agendas and minutes from those meetings are also available on the DCC website at <https://www.dunedin.govt.nz/council/council-meetings/agendas-and-minutes>

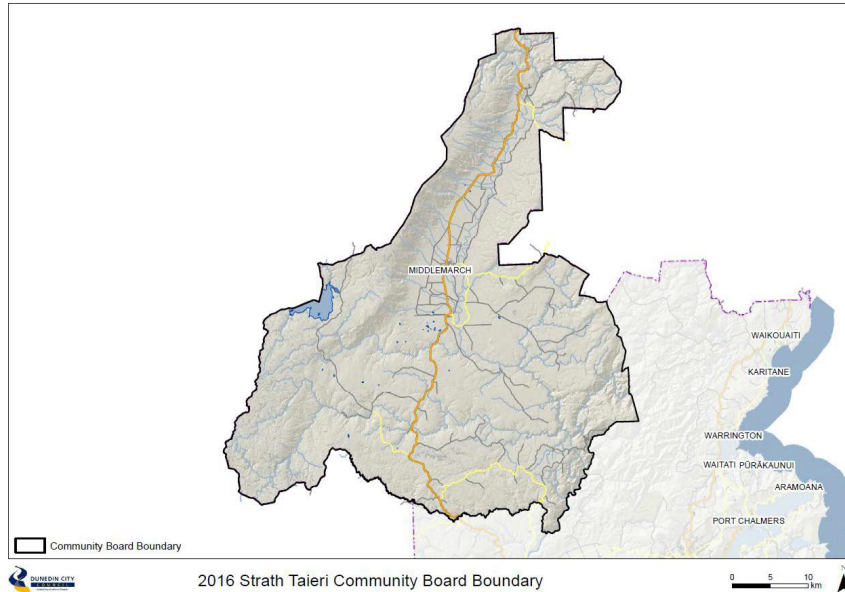
At the start of each meeting, there is a public forum session, which gives anyone from the community the opportunity to present to the board members their views on any topic. Anyone wishing to speak at public forum must make a request to speak at least two working days before the day of the meeting. They can do this via the Chair of the Community Board or contact a Governance Support Officer at the DCC at governance.support@dcc.govt.nz.

2.2 BOARD MEMBERS AND CONTACT DETAILS

Board members for the 2022-2025 triennium are as follows:

Name	Cell phone	Email
Terina Geddes (Chairperson)	027 200 5688	hayden.terina@xtra.co.nz
Ken Bain (Deputy Chairperson)	027 474 3338	kenandalison@outlook.com
Donna Hall	021 993 124	donna.m.hall@outlook.com
Quentin (Soddy) MacLeod	021 417 246	offtherailshoney@gmail.com
Bruce Thomas	027 484 6730	goose.t@hotmail.com
Robin Thomas	021 477455	robin.thomas@xtra.co.nz
Brent Weatherall (Councillor representative)	021 192 4549	brent.weatherall@dcc.govt.nz

2.3 MAP OF STRATH TAIERI COMMUNITY BOARD AREA



2.4 OUR COMMUNITY

The “rural hub” of Dunedin City Councils six Community Board areas, Strath Taieri, is located an hour’s drive inland from Dunedin on scenic State Highway 87.

Straddling the wide climatic clines of the dry inland basins of Central Otago to the wetter coastal eastern foothills, the district covers some 211,500 hectares stretching 65km from north to south and 55km from east to west. Being in an expansive remote rural setting, it features a widely dispersed low per capita population density of just 0.32 people/square kilometre. This aspect alone creates social and infrastructure challenges unlike any of our other Community Board areas.

Several distinct areas exist within the region from the broad fertile developed flats and terraces adjacent to Middlemarch, the physically dominant slopes of the [Rock and Pillar range](#), to the tussock clad northern portion of the Lammerlaw and Lammermoor ranges. These all provide an interesting and vibrant contrast with the broad rolling farmed ridges of Hindon and Clarks Junction and the stunning mid reaches of the Taieri River.

In pre-European times the area was important to local Maori as both a mahinga kai resource with moa and kanakana (lamprey) being sought as well as serving as a useful access corridor to the hinterland.

In later years gold mining (Hyde/Pukerangi) became important. Clarks Junction served those early gold miners as an important junction on their access route to other inland goldfields via the historic Old Dunstan Trail.

The spectacular landscapes offer visitors wilderness, tussock country, splendid vistas, striking rock tors as well as enjoyment of a busy farming district. Those agricultural opportunities that attracted our first settlers remain today as the backbone to our economy with fresh opportunities developing in tourism stimulated by the Otago Central Rail Trail and the recently created Central Otago Touring Route on SH87.

The stunning scenery, rural tranquility, many recreational opportunities, the laid back lifestyle and the friendly local residents are key components to the local lifestyle.

3 PRIORITIES FOR OUR COMMUNITY

3.1 Strategic Community Priorities for Middlemarch

Middlemarch is a small rural township that serves as the centre of the Strath Taieri community. Maintaining a vibrant and sustainable rural township requires continued investment in infrastructure, public amenities, and long-term planning that supports both residents and visitors.

The following priorities reflect key areas where investment and planning would support **community wellbeing, economic sustainability, safety, and environmental resilience**.

1. Flood Management and Waterway Maintenance

Priority Level: Very High

Flood protection remains the most important issue for residents of Middlemarch. The community requires reassurance that the township will not face further flooding due to reduced water flow through the township.

Particular concerns include the **narrowing of March Creek through the township** and the **confluence of March Creek with the Taieri River**. These areas require ongoing maintenance, monitoring, and clearing to ensure water can flow freely during heavy rainfall events.

Addressing these issues is critical for protecting **homes, businesses, infrastructure, and farmland**. Strong flood mitigation planning would also improve community confidence and resilience in the face of increasingly unpredictable weather events.

Community Benefits

- Protection of residential properties and infrastructure
- Increased community resilience to climate and weather events
- Reduced long-term repair costs from flood damage
- Greater security for businesses and investment in the township

2. Speed Limit Adjustments and Road Safety Improvements

Priority Level: High

Improving road safety within the township is an important priority for residents.

Adjusting the placement of the **50 km/h speed limit signs** could significantly improve safety for residents, pedestrians, and visitors.

Suggested improvements include:

- Moving the **northern 50 km/h sign approximately 200 metres further north** to slow traffic earlier when entering the township. This would improve safety for residents entering and exiting **Milford Street** and reduce vehicle speeds near the **school and swimming pool**.
- Moving the **southern sign approximately 50 metres further south** to maintain lower vehicle speeds past the **showgrounds and local café area**.

These relatively small changes could greatly improve safety in key areas of community activity.

Community Benefits

- Improved pedestrian and road safety
- Reduced accident risk near the school and recreational facilities
- Safer access for residents entering and exiting side roads
- A more welcoming environment for visitors and families

3. Cycle Trail Continuation – Middlemarch to Pukerangi

Priority Level: High

The proposed continuation of the cycle trail between **Middlemarch and Pukerangi (approximately 16 km)** would create a safe and user-friendly connection to the Taieri Gorge Railway experience.

This route would **operate alongside the existing railway line and would not remove the rail corridor**, allowing both attractions to complement each other. By aligning with the current railway timetable, cyclists travelling the route would likely need to **stay overnight in Middlemarch**, creating additional demand for local accommodation and hospitality services.

Strengthening Middlemarch's position as a gateway to the **Otago Central Rail Trail and Taieri Gorge tourism experiences** would further establish the township as a destination rather than simply a stopping point.

Community Benefits

- Increased tourism visitation
- Economic growth for local accommodation and hospitality businesses
- Job creation and support for small businesses
- Encouragement of low-impact, sustainable tourism
- Greater utilisation of existing tourism infrastructure

4. Restoration and Future Use of the Middlemarch Railway Station

Priority Level: Medium

The Middlemarch Railway Station is an important historical asset for the community and an iconic feature for visitors arriving on the Taieri Gorge Railway.

Community consultation should be undertaken to determine the **long-term future of the building**, with the goal of restoring and maintaining it to a higher standard.

Once restored, the building could serve as a **multi-purpose public space**, potentially hosting community events, visitor information services, exhibitions, or supporting heritage tourism initiatives.

There may also be opportunities to work alongside the **Heritage Railway Trust** to support the preservation and interpretation of the area's railway history.

Community Benefits

- Preservation of an important heritage building
- Expanded community space for events and gatherings
- Strengthening the township's tourism identity
- Opportunities for heritage education and visitor engagement

5. New Multi-Age Public Playground

Priority Level: Medium – High

Middlemarch's existing playground is well located near **public toilets and State Highway 87**, making it a convenient stopping point for visitors.

However, the current playground equipment provides **limited play opportunities for different age groups**. Expanding the playground to include **multi-age play equipment** would better cater to families travelling through the area.

Middlemarch sits approximately **one hour from Dunedin**, making it an ideal stop for families travelling the Central Otago tourist route. Providing an attractive playground would encourage travellers to stop, take a break, and spend time in the township.

Community Benefits

- Increased visitor stops and tourism spending
- Improved recreational opportunities for local children
- Encouragement of family-friendly tourism
- Support for nearby cafés and local businesses

6. Township Improvements and Public Amenities

Priority Level: Medium

A well-maintained township contributes to both community pride and visitor experience. Residents of Middlemarch deserve public spaces that are tidy, functional, and welcoming.

Key improvement areas include:

- Maintenance of **trees, drains, ditches, and footpaths**
- Adequate **public rubbish bins and waste facilities**
- Continued upkeep of **public spaces and recreational areas**

Additionally, establishing a **centrally located recycling facility with 24-hour access** would provide a more convenient and environmentally responsible option for residents.

Community Benefits

- Increased community pride and wellbeing
- Improved environmental sustainability
- Better visitor experience for tourists
- Encouragement of responsible waste management

7. Future-Proofing Facilities for an Ageing Community

Priority Level: Medium

Like many rural communities, Middlemarch has a growing ageing population. Ensuring residents can continue to live in the community requires accessible local services.

A **multi-purpose community facility** could potentially include:

- A **doctor's consulting room**
- Space for **visiting dentists and health professionals**
- **Meeting rooms for community groups**
- A **fitness or wellbeing centre**

Providing flexible community infrastructure would improve access to services and strengthen the social fabric of the township.

Community Benefits

- Improved access to healthcare services

- Support for healthy ageing within the community
 - Increased social connection and community engagement
 - Reduced travel requirements for residents
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8. Community Housing Development

Priority Level: Medium – High

Access to **warm, quality housing** is essential to attract new residents and workers to rural communities.

Supporting the development of additional housing in Middlemarch could encourage families and workers to relocate to the township. Increased population helps sustain key services such as the **local school, medical services, hospitality businesses, and recreational facilities**.

Over time, increased population stability could also support the development of **aged-care or rest-home services**, enabling residents to remain within their community throughout all stages of life.

Community Benefits

- Population growth and workforce attraction
 - Protection of existing community services
 - Increased economic activity within the township
 - Long-term sustainability of the community
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9. Regional Tourism and Recreation Connections

Priority Level: To Be Determined

Several proposed regional initiatives require further clarification, including:

- **Middlemarch – Sutton – Loganburn connections (Leaning Lodge and McPhees Rock)**
- **Outram – Middlemarch connections**

These ideas may relate to tourism routes, recreational trails, or regional transport links. Further information and consultation would be required before determining their feasibility and priority.

4 COMMUNITY BOARD PROPOSED ACTIVITIES

The following table identifies those activities that we as a Community Board would like to deliver to our community. They will be undertaken and funded by the Community Board.

ACTIVITY DETAIL	WHEN (IDEAL)
<p>Strategic Planning</p> <ol style="list-style-type: none"> Review current use of community hall, and consider long term priorities with possible significant hall upgrade (or potential replacement) (15/20 year time frame); Maintain engagement with community led group investigating Heritage Park concept – potential future use of Railway Station (Visitor/Information Centre?); development of Hub concept with linking Rail/Farming/Historic/Environmental themes etc and how these could support future community opportunities. <i>(Will require staff assistance)</i> Establishing a strong relationship with Dunedin Railways. 	<p><i>Over term of current Board</i></p>
<p>Railway Issues</p> <ol style="list-style-type: none"> Wingatui to Middlemarch – Advocate for the public retention of the complete railway line and infrastructure – including support for ongoing rail service/linkage between Dunedin and Middlemarch; Middlemarch/Sutton/Pukerangi Stations - Advocate strongly for formalised local control of all infrastructure including buildings; Investigate implementing a formal “heritage precinct” (Heritage NZ) around Railway Station and all associated buildings and structures. <i>(Will require staff assistance)</i> 	
Promote Community Resilience	
Rural Waste Day	
Concept plans for cohesive Township development including entranceway development	
Establish a Strath Taieri Tree Management Plan – cemetery, railway corridor, wilding pines and township trees	
Cohesive council contracts – to prevent duplication and look for opportunities within our community	
Refurbishment of the township’s bench seats.	

5 PLANS

The Community Board has a number of plans supporting its activities. Our key planning documents are discussed below:

5.1 EMERGENCY PLAN – COMMUNITY BOARD RESPONSE PLAN

Introduction

The Dunedin City Council has a statutory role, as does the Otago Regional Council, under the Civil Defence Emergency Management Act to contribute to Civil Defence Emergency Management (CDEM) within the district. As part of this whole-of-city function, the [Name] Community Board has responsibility for the interface between the community and Otago Civil Defence Emergency Management.

Our communities have a reasonable level of risk of flooding, fire, tsunami resulting in community isolation so pre-planning and management of a specific event will be managed by the Strath Taieri Community Board on behalf of Civil Defence. This role is supported by authorisations and delegations in the Dunedin City Council Civil Defence Emergency Management Plan.

Status

The Community Board on conjunction with Emergency Management Otago, have developed a Community Guide to Emergencies for Hyde, Middlemarch and Sutton.

5.2 Roadwork Schedule

Information on current notified road closures and the roadworks schedule (a weekly list of programmed works) for Council's maintained roads is available on the DCC website via these links <https://www.dunedin.govt.nz/news-and-events/public-notices/roadworks-schedule> and <https://www.dunedin.govt.nz/news-and-events/public-notices/notified-road-closures>.

5.3 Other plans

5.4 Have Your Say on the Community Plan

The Board is very keen to receive your comments on an on-going basis, and you may speak to your comments at any Board meeting. Members of the community are invited to provide feedback;

- *Verbally... by contacting a board member directly, anytime*
- *Written... addressed to the board, postal or email addresses below*
- *In person... to the board at public events such as Community Cuppa and Conversation*

Please clearly state the issue or suggestion you would like the Community Board to consider, or the specific action you would like to be taken.

Please send written communication to:

The Chairperson
Strath Taieri Community Board
c/- Dunedin City Council
PO Box 5045
Dunedin 9054

Email: Hayden.terina@xtra.co.nz

7 COMMUNITY BOARD MEETING SCHEDULE

The table below provides details of the next Community Board meeting.

- 3 June 2026
- 5 August 2026
- 21 October 2026
- 2 December 2026

BOARD UPDATES

Department: Civic

EXECUTIVE SUMMARY

The Board will provide updates on activities of interest including:

- Social Media – Robin Thomas
- Hyde – Quentin MacLeod
- Petition for Speed Limit Changes in Hyde and Middlemarch – Quentin MacLeod

RECOMMENDATIONS

That the Board:

- a) **Notes** the Board updates.

Signatories

Author:	Lynne Adamson - Governance Support Officer
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Attachments

There are no attachments for this report.

COUNCILLOR UPDATE

Department: Civic

EXECUTIVE SUMMARY

Councillor Brent Weatherall will provide an update on items of interest.

RECOMMENDATIONS

That the Board:

- a) **Notes** the Councillor Update.

Attachments

There are no attachments for this report.

ITEMS FOR CONSIDERATION BY THE CHAIR

Any items for consideration by the Chair.

Attachments

There are no attachments for this report.